



SAN FRANCISCO PLANNING DEPARTMENT

Memo to the Planning Commission

HEARING DATE: JULY 23, 2015

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Date: July 9, 2015
Case No.: 2011.0409
Project Address: **925 Mission Street and various parcels (aka "5M")**
Existing Zoning: C-3-S (Downtown Support) District
RSD (Residential Service) District
40-X/85-B; 160-F Height and Bulk Districts
SOMA Youth and Family Special Use District
Block/Lot: Multiple
Staff Contact: Kevin Guy – (415) 558-6163: kevin.guy@sfgov.org
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(*Office of Economic and Workforce Development*)
Recommendation: **None - Informational Only**

SITE DESCRIPTION AND PRESENT USE

The project site consists of multiple parcels measuring approximately four acres. The site is generally bounded by Mission Street to the north, Fifth Street to the east, Howard Street to the south, and Mary Street to the west, along with several additional parcels further to the west along Mary Street. The site is currently occupied by eight buildings with approximately 318,000 square feet of office and cultural uses, as well as several surface parking lots. The site has been the long-time home of the San Francisco Chronicle, and recently incorporated new tenants in anticipation of the redevelopment, many of who will remain in the final development.

The site is located at the nexus of the Downtown, SOMA, and Mid-Market areas, within a context characterized by intense urban development and a diverse mix of uses. The Westfield San Francisco Centre located at the southeast corner of Market and Fifth Streets, which defines the entry into the major retail shopping district around Union Square. The Fifth and Mission Parking Garage and the University of the Pacific School of Dentistry are located immediately to the east across Fifth Street, with the Metreon shopping center, Yerba Buena Gardens, and Moscone Center situated further to the east. The 340-foot Intercontinental Hotel is immediately to the east of the site, while the Pickwick Hotel and the Hotel Zetta are located along the 5th Street corridor. The Old Mint is situated immediately to the north of the site across Mission Street. Existing buildings to the west and the south of the site tend to be lower in scale, and contain a wide variety of uses, including residential hotels, older and newly-constructed residential buildings, offices, retail establishments, and automotive repair. The transit spine of Market Street is situated one block to the north, while the alignment of the future Central Subway is located one block to the east along Fourth Street.

The Planning Department began conversations with the project sponsor in 2008, identifying the subject property as an opportunity site that should both reference the lower-scaled environment to the west by

emphasizing the existing historic buildings on the site and adding much needed open space to this part of SOMA, and should add density and a mix of uses that relate to the high-rise environment to the east. The proposed project pre-dates the draft Central SOMA Plan, but supports many of the goals of the Plan, such as supporting transit oriented growth, providing extensive open space, and shaping the area’s urban form with recognition of both the City and neighborhood context.

PROJECT DESCRIPTION

The project proposes to demolish surface parking lots and several existing buildings (926 Howard Street, 912 Howard Street, 409-411 Natoma Street, and 190 Fifth Street), retain the Dempster, Camelline, Chronicle, and Examiner (portion) buildings, and construct three new towers on the project site, with occupied building heights ranging from approximately 200 feet to 450 feet. The project includes approximately 821,300 square feet of residential uses (approximately 690 units), 807,600 square feet of office uses (including active office uses at or below the ground floor), and 68,700 square feet of other active ground floor uses (a mix of retail establishments, recreational and arts facilities, restaurants, workshops, and educational uses).

The project would also include vehicular parking, bicycle parking, and loading facilities, an extensive program of private- and publicly-accessible open space, and streetscape and public-realm improvements. The northerly portion of Mary Street between Minna and Mission Streets would be converted into a pedestrian alley lined with active uses and enhanced with seating, landscaping, and pedestrian-scaled lighting. Another significant open space would be situated on the rooftop of the Chronicle building, including a deck, sloping lawn, and an urban agriculture demonstration space with greenhouses and outdoor gardens.

ZONING AND ENTITLEMENT STRUCTURE

Staff from the Planning Department, the Office of Economic and Workforce Development, and other agencies have worked extensively with the project sponsor to formulate a comprehensive planning approach and entitlement structure for the site. As proposed, the project does not comply with many of the zoning controls which currently apply to the site, including existing height and bulk limits. Therefore, the project sponsor is proposing a Special Use District (“SUD”) for the site that will articulate a unique set of zoning regulations and approval processes for the implementation of the project. The entire site would be unified under the C-3-S Zoning District, which currently applies to the majority of the site. Height and Bulk Districts would be rezoned to reflect the heights of the three proposed towers.

While it is anticipated that the project will generally be developed in accordance with the plans approved at the time of entitlement, future evolution of certain aspects of the project (such as exterior architectural treatments and minor variations in massing) would be governed by a Design for Development (“D4D”) document that would be reviewed and approved by the Planning Commission. Minor revisions to the project could be reviewed and approved administratively by the Planning Director, while more extensive changes to the project would need to be considered by the Planning Commission and/or Board of Supervisors. Comparable approaches have been adopted for other large developments such as Parkmerced and Treasure Island. In addition, the project sponsor proposes to enter into a Development Agreement with the City that will further clarify issues including project phasing, delivery of public realm improvements, and public benefits.

DESIGN FOR DEVELOPMENT (D4D)

The D4D articulates a vision for the character of the overall project, and provides specificity on aspects of architecture and massing, streetscape improvements, landscaping and greening, lighting, circulation and transportation facilities, public art, open space programming and design, activation and enhancement of the pedestrian realm, and sustainability features. The scope of the D4D is expansive, and the guidelines and regulations within each topic area are detailed. The following is a summary of the key elements of the D4D, and highlights distinct design and regulatory approaches for certain topics.

Height/Massing

The D4D describes unique height and bulk regulations for the three new buildings proposed for the site, in order to sculpt the skyline of the project, create differentiation in height and articulation, and allow for ornamental features which will terminate and resolve the tops of these forms.

- **M2:** The "M2" building (fronting along Mission Street at the northwest corner of the project) is a mid-rise residential tower with a roof height of 200 feet, with mechanical enclosures and rooftop features allowed up to a height of 220 feet. This building would comply with the existing "-S" bulk controls in the Planning Code. No bulk limitations apply below a base height of approximately 103 feet, and this base height would be permitted to fluctuate by 10 percent. Between the base and a height of 160 feet (the "lower tower"), the following bulk controls would apply:
 - Maximum Horizontal Length: 160 feet
 - Maximum Diagonal Dimension: 190 feet
 - Maximum Floor Size: 20,000 square feet
 - Maximum Average Floor Size: 17,000 square feet

Between the lower tower and the maximum height of 200 feet (the "upper tower"), the following bulk controls would apply:

- Maximum Horizontal Length: 130 feet
 - Maximum Diagonal Dimension: 160 feet
 - Maximum Floor Size: 17,000 square feet
 - Maximum Average Floor Size: 12,000 square feet
- **N1:** The "N1" building (fronting on Fifth Street between Minna and Natoma Streets) is a residential tower with a roof height of 450 feet, with rooftop features allowed up to a height of 470 feet. This building would also comply with the existing "-S" bulk controls of the Planning Code, as discussed above for the M2 parcel. However, the "lower tower" controls would apply between the 103-foot base up to a height of 280 feet, and the "upper tower" controls would apply above the lower tower to the maximum height of 450 feet. As with the "M2" building, the base height would be permitted to fluctuate by 10 percent.
 - **H1:** The "H1" building (bounded by Fifth, Howard, Mary, and Natoma Streets) is an office tower with a roof height of 365 feet, with rooftop features allowed up to a height of 395 feet. The bulk controls are intended to allow larger, more flexible floorplates to serve a variety of office tenants,

while providing design controls that minimize the apparent bulk that results from the larger floorplates. The tower would have a maximum base height of 145 feet. Above this base, the tower would be expressed as two massings that would read as distinct, but connected buildings. Each individual massing would be subject to specific bulk controls. Between the base and a height of 230 feet (the “lower tower”), the following bulk controls would apply:

- Maximum Horizontal Length: 135 feet
- Maximum Diagonal Dimension: 190 feet
- Maximum Floor Size: 22,000 square feet
- Maximum Average Floor Size: 17,000 square feet

Between the lower tower and the maximum height of 365 feet (the “upper tower”), the following bulk controls would apply:

- Maximum Horizontal Length: 120 feet
- Maximum Diagonal Dimension: 160 feet
- Maximum Floor Size: 22,000 square feet
- Maximum Average Floor Size: 12,000 square feet

Where the two massings of the tower are joined, horizontal offsets measuring a total of 60 feet would be required to create substantial breaks in plane that will articulate and animate the façade. A deep reveal, measuring a minimum of 8’x 10’, would create a “seam” where the massings are joined at the south elevation that will further enhance the distinction between the two massings. Finally, the two massings must maintain a 40-foot difference in height to avoid a “plateau” effect within the skyline.

Tower Separation

The D4D includes tower separation requirements to provide spacing, light, and air between structures within the project site. The separation requirements apply at all building heights above 145 feet, and require an average separation of 75 feet. This dimension may be reduced to as little as 55 feet between points of adjacent buildings, provided that the average separation between these buildings is a minimum of 75 feet.

Architectural Expression

The D4D sets forth general principles for articulation and expression of the facades of the new towers proposed for the project without dictating specific architectural styles or materials. The standards require the towers to employ distinct articulation at heights which reference the heights of adjacent historic buildings, such as the Chronicle Building and the Mint. Each of the massings within the H1 tower would be treated with different materials, colors, and/or fenestration patterns to further enhance the sense of two distinct, joined towers that reinforces the larger changes in plane specified by the bulk controls.

Open Space

The D4D describes the open space program for the project, which primarily encompasses three publicly-accessible areas:

- **North Mary Street:** Mary Street is an existing alley which is accessible to vehicles and runs through the project site between Mission and Howard Streets. The D4D describes that the northerly portion of Mary Street (between Mission and Minna Streets) would be closed to vehicular traffic, and converted to a pedestrian-only paseo, with upgraded paving, seating, landscaping, and portable and permanent retail uses. The M2 building would be set back from this space, to create a larger paseo than would be provided by utilizing the Mary Street right-of-way alone.
- **Mary Court:** A new publicly-accessible open space measuring approximately 14,600 square feet would be created on the west side of Mary Street between Minna and Natoma Streets (Mary Court West). An additional open space measuring approximately 11,500 square feet would be created on the east side of Mary Street on the same block, separated into two zones which abut the Camelline and Examiner Buildings (Mary Court East). These spaces would be primarily hardscaped, with an emphasis on creative and interactive activities. A wide variety of functions and programs are contemplated for these spaces, including seating and passive areas, play spaces, temporary and permanent art installations, farmer's markets, live music, theater and dance performances, and food trucks.
- **Chronicle Rooftop:** The perimeter of the Chronicle Building rooftop would be developed as an approximately 23,000 square foot publicly-accessible elevated open space with an emphasis on urban agriculture. The space would include demonstration gardens and "social greenhouses" with lounge seating. It may also include a synthetic turf lawn, water features, and café/food kiosk uses. The rooftop would be accessible during business hours via an elevator from street level.

Private terraces could also be incorporated into the M2, N1, and H1 towers for use by the residents and tenants of those buildings.

Buildings to be Retained

The project would retain several existing buildings on the site to preserve important historic and cultural fabric within the site, and to create a diversity of architectural language for the overall project.

- **Chronicle Building:** The Chronicle Building (901-933 Mission Street) has been altered over the years, however, it retains important cultural and physical significance. The scale of the building creates a dialogue with the Old Mint across Mission Street to the north, and the clock tower serves as an important marker of the intersection of Fifth and Mission Streets. The building will be retained, and a publicly-accessible open space will be added to the roof.
- **Examiner Building:** The Examiner Building (110 Fifth Street) was a utilitarian addition to the Chronicle Building that was constructed in 1968. The building would be partially retained, including a portion of the second- and third-floor connector to the Chronicle Building that spans

Minna Street. The N1 residential tower would be constructed to the east of the Examiner Building.

- **Camelline Building:** The Camelline Building (430 Natoma Street/49 Mary Street) was originally constructed as a light industrial building, and was subsequently converted into a print shop, then office uses. It retains much of its original ornament, and would continue to be utilized for office uses with no major renovations or alterations contemplated. The building will serve to frame the Mary Court East open space.
- **Dempster Building:** The Dempster Building (447-449 Minna Street) is a four-story brick industrial building that is important for its association with commercial and industrial development of the South of Market area following the 1906 Earthquake and Fire. The building would be rehabilitated in accordance with Secretary of Interior Standards, and will add texture and framing to the Mary Court West open space.

Ground Floor Activation/Circulation

Ground floors of buildings within the project will be occupied by a mix of retail, office, education, and cultural uses. Standards within the D4D require a minimum percentage of transparency, and internal partitions within office spaces must be set back a minimum of 20 feet from street-facing windows. Ground-floor frontages of the new towers will prioritize retail uses that could be enjoyed by the general public. Vehicular parking and service vehicle spaces will be provided within subterranean garages, accessed from curb cuts on Minna and Howard Streets. Freight loading will be provided through at-grade loading bays accessed from Minna , and Howard Streets. The D4D also includes specific guidelines for public realm and pedestrian improvements, including sidewalk widths, paving materials, landscaping, seating, and other amenities.

DEVELOPMENT AGREEMENT

The proposed Development Agreement (“DA”) between the City and County of San Francisco, project sponsor Forest City, and property owner Hearst Corporation will allow for the development of an approximately 4-acre site bordered generally by Mission, 5th, Howard and Mary Streets. The site is currently home to the offices of the San Francisco Chronicle, a few small existing office buildings, one of which is vacant, and a collection of surface parking lots. The site has no existing public open space or housing and is underutilized considering its prominent location within the central part of the City.

The City, project sponsor, and property owner agreed to enter into this DA and associated SUD in order to reflect the unique potential of the site – under single ownership, at the crossroads of several neighborhoods and close to high-quality transit – and to secure appropriate public benefits associated with a major increase of development potential here. It should be noted that the project sponsor and property owner are collectively referred to as the “Developer” in the DA, and this term is utilized throughout the remainder of this discussion.

The City and the Developer’s commitment to this plan is memorialized in the 5M DA, which must be recommended for approval by the Planning Commission as well as the Recreation and Parks Commission, Department of Public Works Director, San Francisco Municipal Transit Agency Board,

Historic Preservation Commission and Arts Commission before seeking final approval from the Board of Supervisors.

Special Use District and Design Controls

The DA is part of a larger regulatory approvals package that also includes a Planning Code text and map amendments creating an SUD for the project site, a companion D4D Document, General Plan amendments, and project entitlements. 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 fifteen-year term. Vested elements consist of: locations and numbers of buildings; land uses and height and bulk limits, including unit count, intensity, and gross square footages; permitted uses; provisions for vehicular access; parking ratios; reservation or dedication of land for public purposes; and provision for construction and maintenance of public improvements. As part of this vesting, project impact fees will not change for the first ten years of the DA. After 10 years, impact fees will be subject to the rates prevailing at the time during the remaining five years of the term.

Specifically, the Developer will have a vested right to develop up to 688 new residential units, 631,000 square feet of new commercial office space and 30,000 square feet of retail use, 49,100 square feet of publicly accessible open space, offsite parking (463 spaces), Class 1 (429 spaces) and Class 2 (66 spaces) bicycle parking. These rights will remain vested during the term of the DA.

Community Benefits

Summary Table

<i>Open space</i>	<i>1 acre</i>
<i>Affordable housing</i>	<i>33%¹</i>
<i>Citywide transportation improvements</i>	<i>\$8.8 M</i>
<i>Downtown Open Space</i>	<i>\$1.5 M</i>
<i>Childcare</i>	<i>\$760 K</i>
<i>Schools</i>	<i>\$2.6 M</i>
<i>Dedication of Dempster Bldg.</i>	<i>\$5.4</i>
<i>Local transportation improvements</i>	<i>\$3.4 M</i>
<i>Workforce development</i>	<i>\$1.5 M</i>
<i>Youth development</i>	<i>\$3.5 M</i>
<i>Old Mint</i>	<i>\$1 M</i>
<i>Arts and culture organizations</i>	<i>\$640 K</i>

¹ Includes use of Jobs Housing Linkage fee of \$15.2 million and Affordable Housing In-Lieu fee of \$27.3 million.

In return for providing the Developer with the zoning changes and vested development program described above, the City has negotiated a comprehensive package of community benefits. These benefits derive from the following sources: 1) onsite open space and public realm improvements provided with the project; 2) impact fees and 1% for Arts (\$5.4 million) required per the planning code and totaling \$61.7 million; 3) an additional "community fee" (\$11.8 million) tied to the increase in development potential under the SUD. The DA distributes all of these as summarized in the table above and more fully explained below.

Derivation of the Community Fee

The 5M project is not a public-private project, where the City participates in the returns on the development (such as the various ongoing Port developments, for example) and it is not located in a plan area with an existing set of special impact fees. In order to arrive at the Community Fee amount, staff looked to the Transit Center District Plan fees, which were designed for a high-rise district where substantial height and FAR increases had been granted. Staff calculated the additional fees, over and above base fees, that the 5M project would have paid if it were located in the Transit Center District. This amount, \$11.8 million, is the amount of the Community Fee.

Summary of Community Benefits

The Community Benefits are outlined below. Exhibit D to the DA is a table that summarizes all of the community benefits and their timing.

A. Public Improvements

Developer Responsibility: The developer will be responsible for designing, developing and installing all "Public Improvements" (including roadways, sidewalks, storm-water management improvements in the public right-of-way, public utilities within the streets, bicycle lanes and paths in the public right of way, off-site intersection improvements including transit improvements on Mission and Fifth Streets) and "Community Improvements" (public benefits including over one acre of publically accessible open space and the dedication of the Dempster Building for community arts related uses.). The City agrees to accept the Project's completed Public Improvements, so long as those improvements have been designed and built to conform to all applicable City standards and the Project's design controls. The Developer or its successors will be responsible for the maintenance and operation of the privately owned public open space in accordance with the Conditional Use authorizations for the project.

B. Affordable Housing Program – 33%

The Project's inclusionary housing program consists of the following elements, which together will provide 33% affordable housing at or below 50% of AMI:

- a) 58 units @ 50% of AMI provided through 20% on-site affordable in the M-2 residential rental building.
- b) 71 units (Funding the local gap for the 100% affordable TNDC site located at 168-186 Eddy Street).

- c) 83 units (land dedication and construction funds for 83 senior units at 967 Mission Street).

As provided for in 2014's Proposition K, this affordable housing program represents a partnership between the Developer and the City in reaching a 33% affordable level, by making use of the Jobs-Housing Linkage Fee generated by the project's office space.

C. Citywide Transportation Improvements - \$8.8 Million

The developer will pay the Code-required Transit Impact Development Fee on office and retail space in the project, which will go to MTA for system-wide transit improvements.

D. Schools, Childcare & Downtown Open Space – \$4.9 Million

The developer will pay the Code-required Schools (\$2.6 million); Childcare (\$760,000); and Downtown Open Space fees (\$1.5 million) to the City for citywide distribution.

E. Dempster Building: 1% for Art - \$5.4 Million

At the time of the first building permit, the Developer will donate the Dempster building to the Community Arts Stabilization Trust (CAST). \$3.2 million will be dedicated through the Arts Commission to CAST to be used for the renovation and tenant improvements of the building. The remaining \$2,200,000 will be dedicated to CAST for the arts and cultural programming of the entire 5M project site for the benefit of the wider community, including the Dempster building and all of the open space areas.

F. Transportation Sustainability Fee – \$3.4 Million

In addition to paying the Transit Impact Development Fee, the developer will also pay \$3.4 million (\$5.53 per square foot) on the residential portion of the project. These funds will be distributed to SFMTA for pedestrian safety and other transportation-related projects in the vicinity of the project, including the construction of a mid-block crosswalk to be located on Mission Street connecting Mary Alley to Mint Plaza.

G. Workforce Development Program - \$1.5 Million

The developer will provide funding in the amount of \$1.5 million to the Office of Economic and Workforce Development ("OEWD") Workforce Development Program to support job readiness training, barrier removal programs, job seeking resources for disadvantaged adults, including individuals experiencing homelessness, and paid "ICT" (Information and Communications Technology) internships. In addition, the developer will participate in the City's First Source Hiring program for all construction jobs and end use commercial jobs. Developer will also pay prevailing wages in connection with all Public Improvements (including streets, sidewalks, all public utilities within the streets, bicycle lanes and paths in the public right of way, off-site intersection improvements).

H. Youth Development Program - \$3.5 Million

- a) Funds in the amount of \$1.5 million shall be contributed to the Mayor's Office of Housing and Community Development for distribution to the Northern California Community Loan Fund ("NCCLF"). These benefits will be implemented within the SOMA impact area

(Attachment 1), to develop, renovate, and/or expand facilities or provide technical assistance for youth and family serving organizations.

b) Funds in the amount of \$1 million shall be contributed to the Recreation and Parks Department for distribution to the Trust for Public Lands (“TPL”) for the purpose of funding a portion of the rehabilitation of the Gene Friend Community Center.

c) The remaining \$1 million will be contributed to the Department of Children Youth and Family as administrator of funds dedicated to after school and summer programming, student achievement and teacher training at the Bessie Carmichael Elementary School. The funds will be distributed over a three year period.

I. Old Mint Rehabilitation - \$1 Million

The Developer will provide \$1 million in funding for capital improvements and associated technical studies which must be done to allow occupancy by the general public, including replacing the elevator and other fire/life safety and accessibility improvements.

J. Contribution To Stabilize Community Arts And Cultural Organizations - \$600,000

Funds in the amount of \$600,000 shall be contributed to the Arts Commission to be distributed to Northern California Community Loan Fund (NCCLF) for technical assistance, capital improvements, building acquisition and relocation related expenses to benefit community serving organizations. These benefits will be implemented within the SOMA impact area to develop, renovate, and/or expand facilities for arts and cultural organizations. Nonprofit organizations seeking to expand their services in the SOMA impact area that are facing barriers due to the escalating real estate market are eligible for services provided through this Fund.

Timing of Community Benefits:

Community benefits and public improvements are tied to each of the buildings within the overall project. Open spaces and other physical improvements are tied to specific buildings and must be completed before that building may receive an occupancy permit. As shown in Exhibit D to the DA, the majority of the other community benefits are in the form of cash payments from the Developer to the City or another community-based institution. These cash payments are due upon issuance of a building permit for each building within the project.

The timing of the community benefits emphasizes completing the affordable housing program as early as possible. Upon issuance of the building permit for the first building in the project, the developer will provide \$18 million for the Taylor and Eddy Affordable Housing project at 168-186 Eddy Street, as well as transferring the parcel at 967 Mission to the Mayor’s Office of Housing and providing a small amount of pre-development funds for that parcel.

REQUIRED COMMISSION ACTION/FUTURE ACTIONS

This item is before the Commission for informational purposes only. No formal action by the Planning Commission is required. The Commission is scheduled to consider initiation of the General Plan Amendments associated with the project at their August 6, 2015 hearing. The Commission is scheduled to

consider certification of the EIR, project entitlements, and recommendations on the DA and legislation associated with the project at their September 3, 2015 hearing. It should be noted that this hearing will be a joint hearing with the Recreation and Park Commission, in order to consider shadow impacts of the project on Boeddeker Park. Subsequent hearings would be scheduled with the Board of Supervisors to consider approval of the DA and legislation, along with an appeal of the EIR Certification, should one be filed.

RECOMMENDATION: None - Informational Item Only
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Attachments:

Draft “5M Project - Design for Development”
Draft Development Agreement



5M PROJECT/
DESIGN FOR DEVELOPMENT
JULY 2015 / V_7.2

PROJECT SPONSOR

Forest City & Hearst Corporation

PROJECT TEAM

SITELAB urban studio – *Urban Design*

KPF – *Master Architect*

Tom Leader Studio – *Landscape Architecture*

BKF – *Civil Engineering*

Fehr & Peers – *Transportation*

Glumac – *Sustainability*

IPD – *Parking*

NOTES

V7.2 is a final draft copy updated with the Revised Project for review.

draft

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DOCUMENT GUIDE

As a whole, the 5M Project Design for Development provides the vision, intent, and requirements for the future design of the project, however each element in the 5M Project Design for Development has a specific function.

Section I provides the overall project vision. It describes the project goals and framework in which those goals will be realized. Explanatory text provides overarching context and vision that is implemented through the standards and guidelines.

Section II provides the design standards and guidelines which, in addition to the related documents discussed below, regulate the project.

RELATED DOCUMENTS:

This Design for Development document is to be read and applied in conjunction with the Development Agreement for the 5M Project and the Fifth and Mission Special Use District (“Fifth and Mission SUD”). The Fifth and Mission SUD establishes particular controls that apply to the 5M Project in lieu of corresponding sections of the Planning Code. Unless otherwise noted, references herein to the Planning Code include the controls established under the Fifth and Mission SUD. This Design for Development document implements those controls with more detailed design standards and guidelines.

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DOCUMENT GUIDE CONT.

Within Section II, the standards provide the critical foundation; they are the select components that are required and will ensure that 5M's core values and intent are not compromised. Additionally, as design process is iterative, changing, and complex by nature, the standards leave room for necessary architectural creativity and flexibility. This flexibility is structured, but not prescribed, by the guidelines that point to 5M's urban, informal, industrial, artistic, productive, and tactile character.

SECTION INTRODUCTIONS. Where included, introductory text provides an overview of the proceeding standards and guidelines but is not itself a standard or guideline.

STANDARDS. Numbered in blue and titled orange, these items are required.

GUIDELINES. Titled, numbered and in gray, these items correspond to associated standards when applicable, and while not required, provide guidance on the 5M intent.

FIGURES & TABLES. Numbered according to the corresponding section and/or standard, and as such are not continuously consecutive.

All references to the "District" are to the 5M site boundary as indicated in *Section 3.2 Land Use + Context: 5M Parcels*. All references to San Francisco Planning Code are abbreviated to "Planning Code" and include the controls established under the Fifth and Mission Special Use District unless otherwise noted.

STANDARD

SECTION INTRODUCTION

5.2 BUILDING HEIGHTS

While height is measured and regulated by absolutes, the intention of height controls is to sculpt the city – from the experience of the skyline to the experience on the street.

5.2.1 HEIGHT DISTRIBUTION

The height of structures shall not exceed the applicable maximum zoned height as indicated by Figures 5.2.1a and Table 5.2.1, and as set forth in the Planning Code. Zoned heights refers to the last occupiable floor of the building.

Planning Code applies to a mechanical/elevator overrun (rooftop appurtenance), however, the feature shall be allowed to extend an additional 20 feet in height, given the overruns are non-occupiable and not enclosed by a lantern. Special allowance shall be given for a lantern, for the purposes of sculpting and height variety differentiation. With a lantern, up to 470-foot tall is permissible for the N1 building and up to 435-foot tall is permissible for the H1 building. See Figure 5.2.1b.

5.2.2 MAXIMUM NUMBER OF TOWERS

No more than two buildings with zoned heights greater than 200 feet shall be permitted on site.

5.2.3 HEIGHT DIFFERENTIATION

Towers shall be designed to maintain a minimum 25-foot difference in total height of the buildings, inclusive of architectural penthouses or screens that are an integral building feature. Purely mechanical or building core penthouses not included. See Figure 5.2.3.

5.2.1 GUIDELINES: HEIGHT DISTRIBUTION

Consideration should be given to height differentiation between on-site high-rise buildings and those immediately adjacent, including the 340-foot tall Intercontinental Hotel (888 Howard Street).



Fig. 5.2.1a Maximum Zoned Height

PARCEL	MAXIMUM BUILDING HEIGHT (FT)
M1 (EXISTING)	85 / 94 / 85
M2	200
N1	455
N2 (EXISTING)	85
N3 (EXISTING)	85
H1	365

Table 5.2.1 Maximum Building Heights

Height Legend

0' - 100'
100' - 300'
300+

GUIDELINE

FIGURE

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SECTION I

5M PROJECT VISION

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Fig. 1.0 "5Ws" Art Installation at 5M

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01.

VISION + GOALS

- 1.1 5M Project Vision and Goals
- 1.2 5M Project Overview
- 1.3 Planning Context
- 1.4 Site Context
- 1.5 San Francisco Urban Typologies
- 1.6 Generation Five at 5M

The 5M Project seeks to ensure that creativity and opportunity continue to emerge and thrive in the city. Through a unique approach to its design and operations, the project is envisioned as building a place that facilitates greater social and professional exchange—a connected urban platform.

The 5M Project sits on a four-acre site at the intersection of many different districts, including Downtown, Mid-Market, and SoMa. The project arrives as new ways of working are driving changes to the workplace itself. In response to these distinct influences, 5M has been designed with varied urban forms in mind, incorporating density in response to the site location and rich transit network, building in open space and an active ground floor for a mix of users, adding to the City's housing supply, integrating historic South of Market buildings, and accommodating a range of commercial tenant types.

1.1 5M PROJECT VISION AND GOALS

The 5M Project began in 2007 with research to understand the needs of 5M’s many potential users. Through dozens of workshops and focus groups, community leaders and the users and designers of the rapidly changing workplace provided feedback that shaped 5M’s programming and design. Neighbors were interested in long-lasting economic growth and programs to connect local community groups, as well as general safety and affordability. Office users said they wanted social spaces that support creativity, a variety of disciplines, and flexible environments.

The 5M Project endeavors to satisfy both sets of needs by providing a built environment that is attractive to a mix of organizations that work across a spectrum of areas, from arts to entrepreneurship to events. The project promotes partnerships with organizations working to engage the community, drawing neighbors and the greater public into their activities while providing substantial residential density as part of a fully mixed use project.

Responding to feedback from the community, in 2008-2009, 5M was established as a set of prototypes to bring life to the space while future development and construction was still pending. These early events and partners established the site as a home to placemaking organizations—a beginning for a new kind of shared district.

.....

- 01. DEVELOP A MIXED USE PROJECT**
Residential, commercial, and active ground floor uses all support each other.
- 02. LEVERAGE THE SITE LOCATION**
The site’s proximity to major regional and local public transit allows people to work and live near transit
- 03. BUILD A VARIETY OF BUILDING SCALES**
Varied height and mass reflects the context and balances density with open space.
- 04. PROVIDE LARGE FLEXIBLE COMMERCIAL FLOORPLATES**
Large floorplates accommodate horizontally-connected workplaces in demand by tech companies.
- 05. DESIGN A CONTINUUM OF FLOORPLATE SIZES**
Different sized spaces accommodate beginning, mid-sized and mature office users.
- 06. GENERATE NEW EMPLOYMENT OPPORTUNITIES**
New opportunities and job creation help to meet the City’s Economic Strategy goals
- 07. INCREASE HOUSING NEAR JOBS**
Sufficient housing density with a mix of unit types supports safety and local retail.
- 08. STIMULATE A VIBRANT PUBLIC REALM**
Public spaces act as interactive gathering points for residents, commercial users, and the public, activated by events, retail, co-work and other interactive ground floor uses.
- 09. ESTABLISH A PEDESTRIAN-ORIENTED SITE**
Well-design streets, alleys and public spaces per the City’s Better Streets Plan encourage pedestrian activity
- 10. RETAIN THE CHRONICLE, DEMPSTER, AND CAMELLINE BUILDINGS**
The Chronicle, Dempster Printing, and Camelline Buildings signal the history of the site and SoMA.
- 11. MAXIMIZE SUSTAINABILITY EFFORTS**
Building on the inherent sustainability of this walkable site, building and user-level strategies can further reduce energy, water, and waste.

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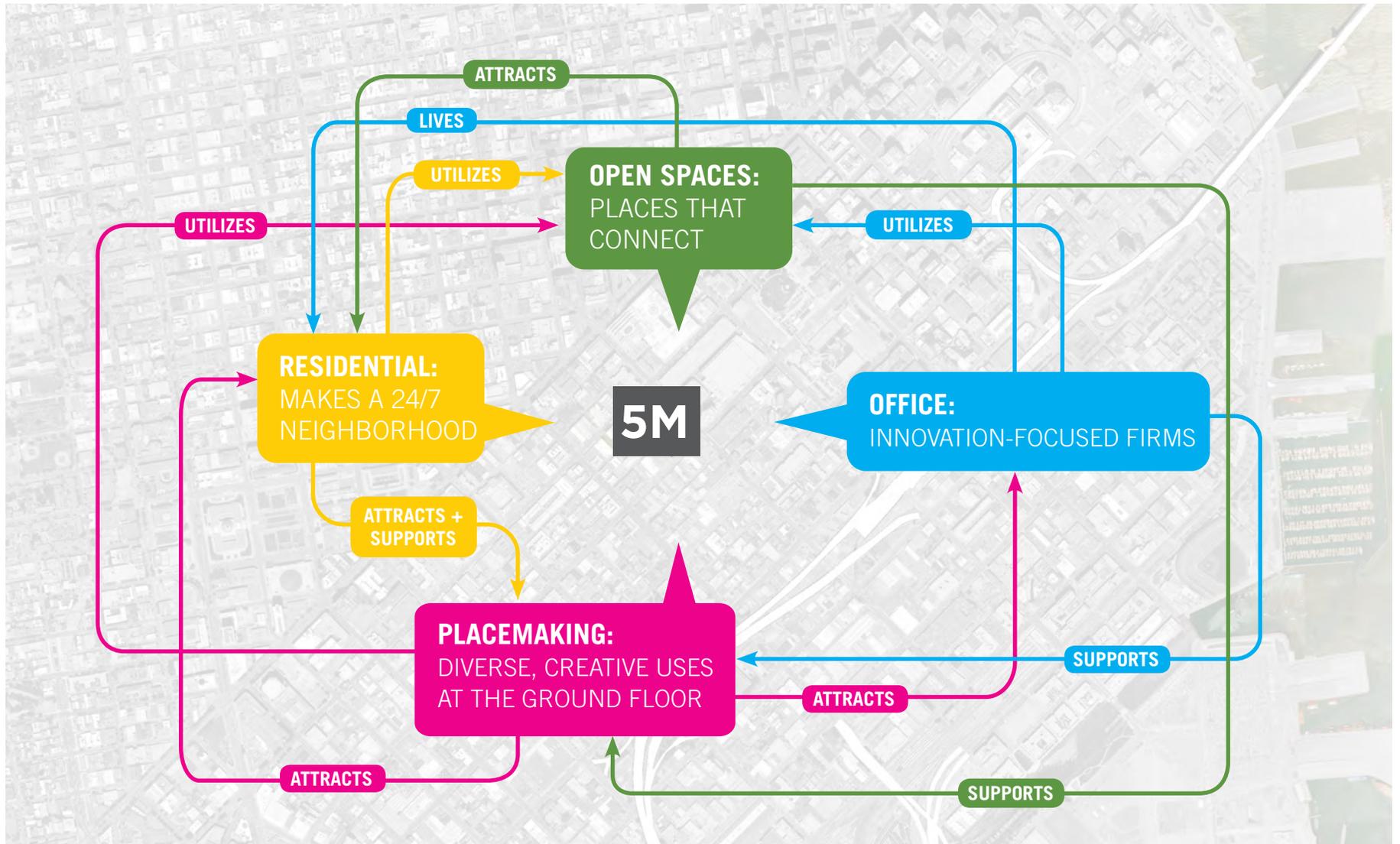


Fig. 1.1 5M Project Ecosystem

1.2 5M PROJECT OVERVIEW

The 5M Project creates density through varied urban forms that are inspired by the fabric of the city itself.

San Francisco is constantly evolving, in ways both fast and slow. The commercial downtown that exists today is an amalgam of different eras, each with a specific geographic focus, building typology, tenant and community profile to match. The 5M Project builds on the City's legacy of adaptiveness to introduce a new typology for urban density that combines highly diverse building types with an active and interconnected civic realm.

URBAN DENSITY

Density can be achieved two ways – building out or building up. The first approach, minimizing height while still maximizing density, creates a massive block of buildings with no room for public space, historic

buildings, articulation or variation (Figure 1.2a). The second approach, maximizing height, would generate a similarly homogenous experience, everything either open space or tall building (exemplified by the mid-20th century “towers in the park” approach to city design, characterized by starkly contrasted tall buildings and open spaces). The 5M Project follows a hybrid approach, achieving density through a mix of scales, and interior and exterior spaces (Figure 1.2b). This basic massing is further articulated through carving and shaping the buildings to create views and variety on the skyline as well as pedestrian friendly, engaging spaces on the ground (Figure 1.2c).

The resulting plan holds the street walls of Mission, Fifth and Howard Streets, focusing height along the Fifth Street side facing the downtown core. The buildings step down and pull back at the interior, to create a new urban

plaza at the intersection of multiple alleys that connect to the downtown context to the east and SoMa context to the west. The combination of new construction of varying scales with existing buildings creates a texture in keeping with the urban pattern of SoMa.

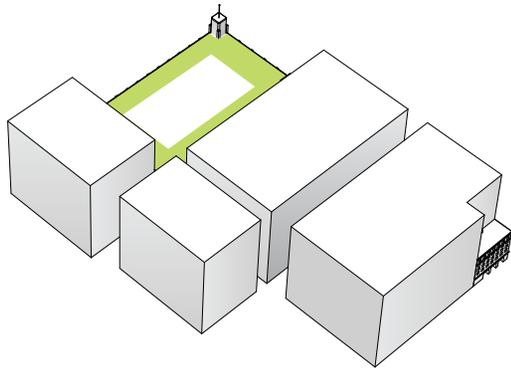


Fig. 1.2a Density Without Height

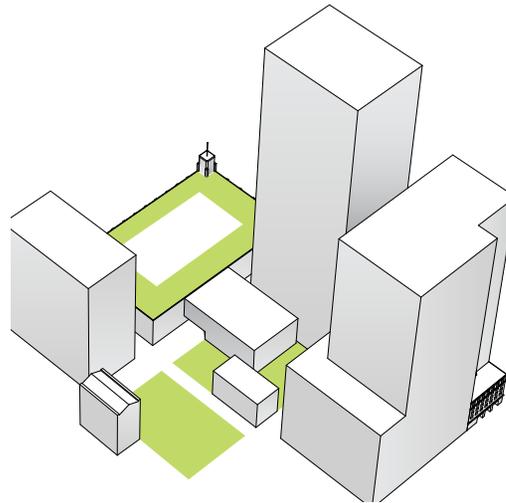


Fig. 1.2b Density With Height and Varied Massing

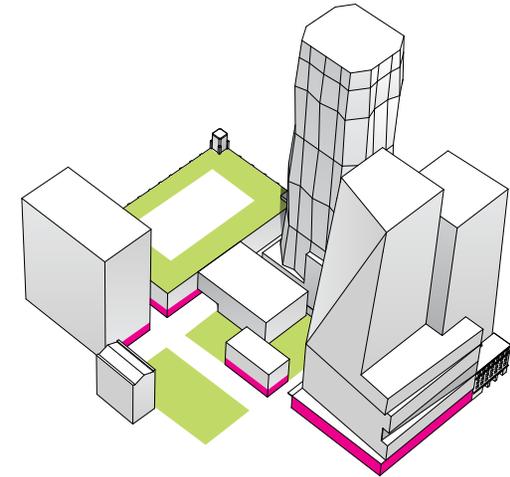


Fig. 1.2c Density With Articulated Massing

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Site Plan Legend

- Public Open Space
- Private Open Space (N1 not shown)
- Private Open Space (optional H1 terrace)
- Existing Building



Fig. 1.2d Site Plan

1.2 5M PROJECT OVERVIEW CONT.

SITE LOCATION

The proposed Fifth and Mission Project (the "5M Project" or Project), is a mixed-use project on an approximately 4-acre site in the southwest quadrant of Fifth and Mission Streets in Downtown San Francisco. It extends from the southern corner of Fifth and Mission Streets southeast along Fifth Street to Howard Street, and southwest along Mission Street and Howard Street to approximately the midblock.

The site's immediate proximity to existing density in Downtown, including major retail and commercial, and a network of transit lines, including the Bay Area Rapid Transit (BART) station, makes it an ideal location for density. It is among the most transit rich sites in the Bay Area. Major transit hubs in the vicinity include the Powell Street BART & MUNI Metro Station, located approximately 750 feet north of the project site. The MUNI Central Subway Project, which will extend along Fourth Street approximately 750 feet east of the project site, is under construction and anticipated for completion in 2019. MUNI, Golden Gate Transit and SamTrans routes are all either immediately adjacent or within a 5-minute walk.

LAND USES

The Project will include up to 1.72 million gross square feet (gsf) of new and existing uses including approximately 825,000 gsf of office use, 821,000 gsf of residential use, and 77,000 gsf of active ground floor retail/office/ cultural/educational uses. The project will provide approximately 58,000 square feet of open space as shown in Figure 1.2d.

EXISTING SITE

Four existing buildings will be demolished on the site to accommodate construction of three new buildings. Three buildings will be retained: the Chronicle Building at 901 Mission Street, constructed in 1924; the Dempster Printing Building at 447-449 Minna Street, constructed in 1907; and the Camelline Building at 430 Natoma Street/49 Mary Street, constructed in 1923. A fourth building, the Examiner Building at 110 Fifth Street, constructed in 1968, will be partially retained.

MASSING + BUILDING FORM

Buildings will range in height from approximately 50 feet to 470 feet, with a mix of existing and new construction and residential and commercial typologies. See Figure 1.2e for an illustration of the basic massing

SITE CIRCULATION

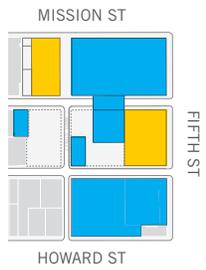
The 5M Project will promote a pedestrian friendly streetscape through design improvements and minor changes in pedestrian circulation patterns on the site. The northern segment of Mary Street, between Mission and Minna Streets, will be closed to vehicular traffic and converted to a pedestrian alleyway. The project will also include 0.5 motor vehicle parking spaces per residential unit in up to three subterranean levels and Class 1 and Class 2 bicycle parking spaces in accordance with the Planning Code throughout the site.

EXISTING BUILDINGS

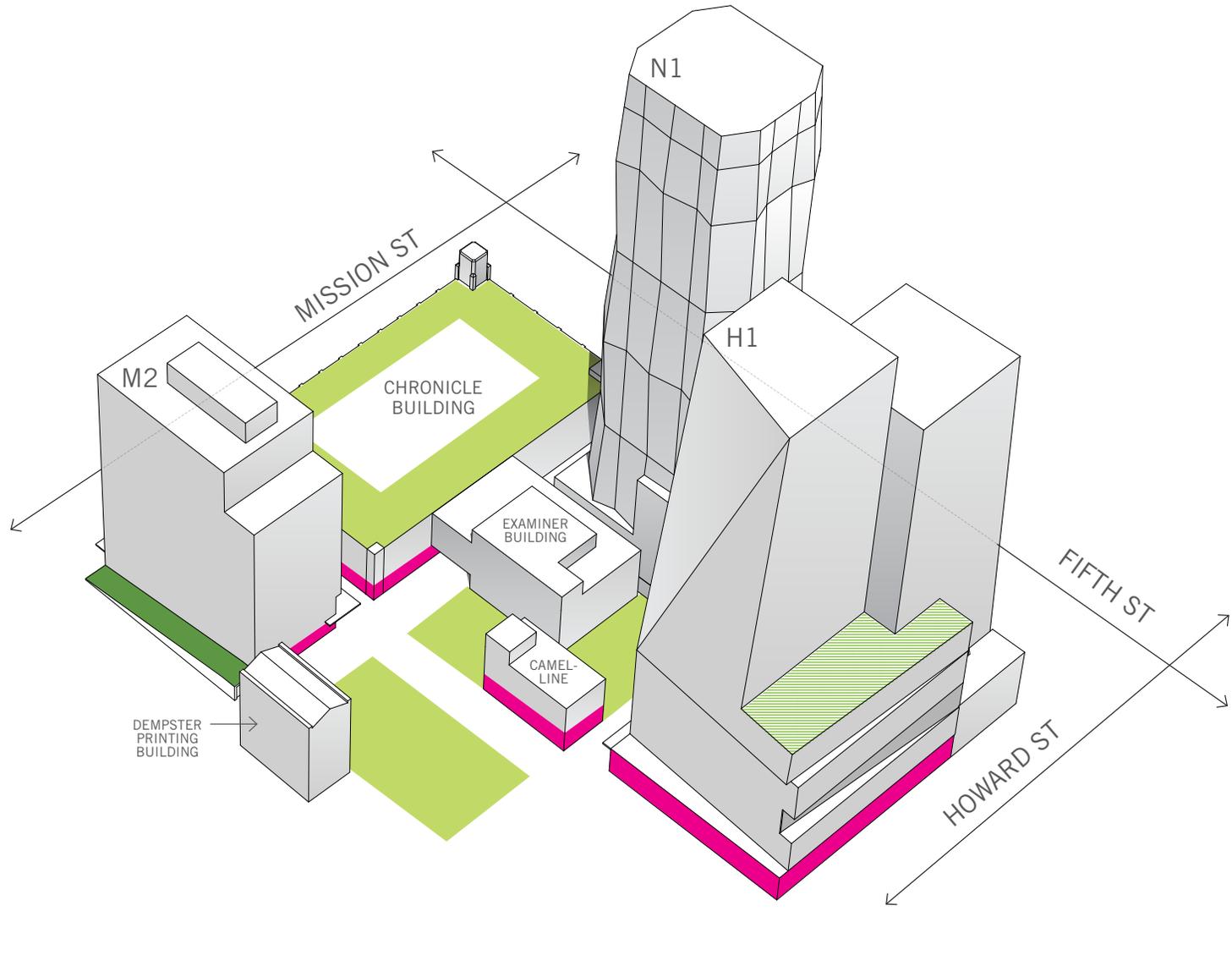
The 5M site has been the home of the San Francisco Chronicle newspaper for over ninety years. During this time, the Chronicle property has been enlarged through periodic assembly of adjacent parcels and structures to reach its current state. To facilitate operation of an innovative Joint Operating Agreement between the two newspapers, the Examiner Building was constructed in 1968 immediately south of the Chronicle Building, and the two buildings were joined by a two-story structure spanning Minna Street.

The 5M Project Site is one of the largest potential downtown development sites in San Francisco, being approximately 4 acres in size, of which almost 50 percent is allocated to surface parking lots. The site is occupied by approximately 317,000 GSF of built space across eight buildings ranging from 3,000 GSF to almost 250,000 GSF in the 901 Mission / 110 5th Street Building complex. The Project site currently contains eight buildings of varying height, bulk, age and usage, and seven surface parking lots. The existing buildings include predominantly office and office-support uses. One building, the historic Dempster Printing Building, is vacant. No residential uses are currently located on the site. The Chronicle Building (901 Mission Street), part of the Examiner Building (110 Fifth Street), the Camelline Building (430 Natoma Street/49 Mary Street), and the Dempster Printing Building (447-449 Minna Street) are to be retained.

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Note: Program references are informational only.



Massing Overview Legend

- Residential
- Office
- Active Ground Plane
- Public Open Space
- Private Open Space (N1 not shown)
- Optional Private Open Space

Fig. 1.2e Massing Overview

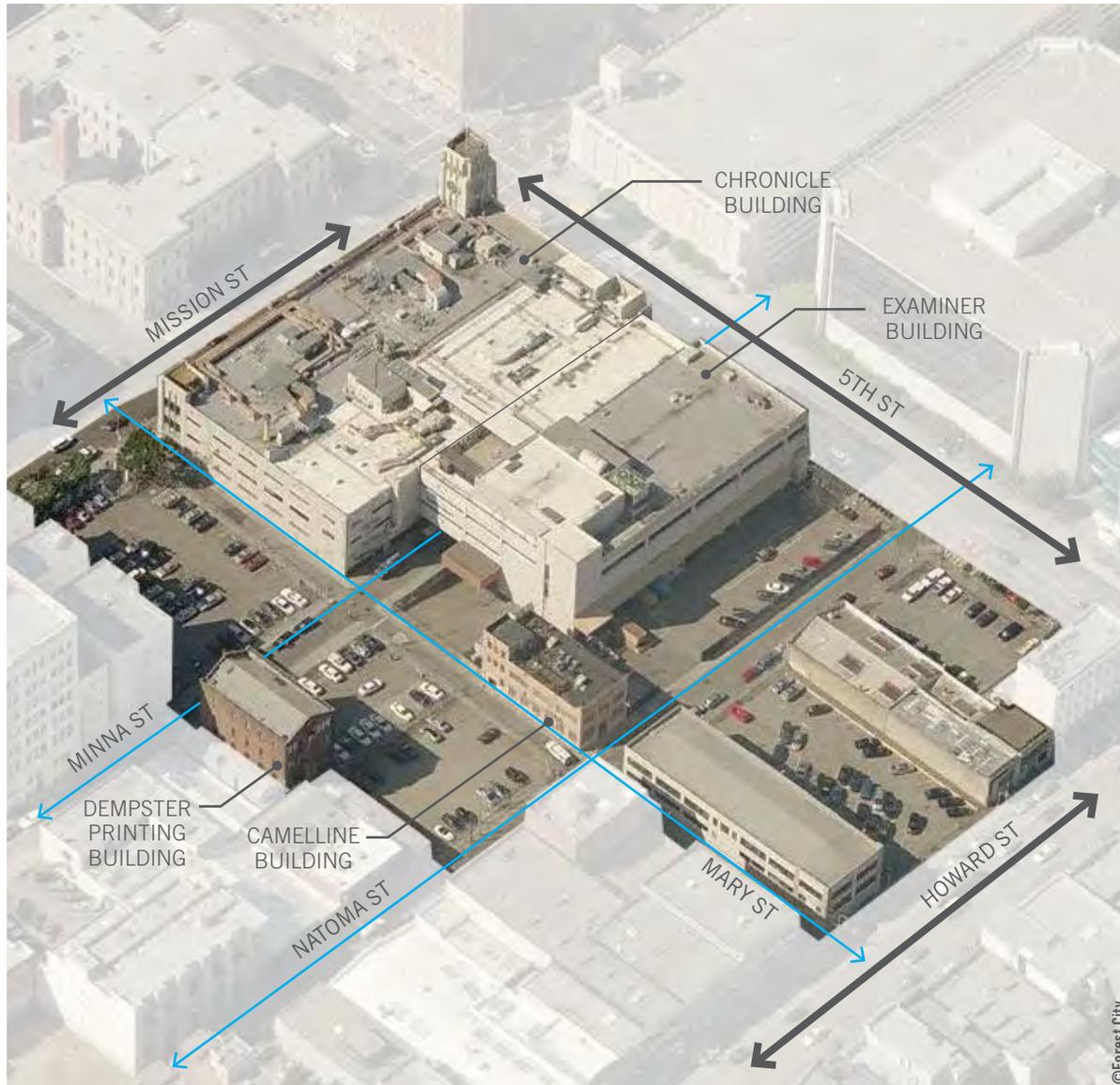


Fig. 1.2f Existing Site

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Fig. 1.2g Chronicle Building



Fig. 1.2h Dempster Printing Building



Existing Demolition Plan Legend

- Buildings to be Retained
- Buildings to be Removed

Fig. 1.2i Preservation Plan

1.3 PLANNING CONTEXT

The four-acre site represents an important crossroads in San Francisco's urban fabric, located at a key intersection of the Union Square retail area, the Financial District, the mixed-use neighborhoods of South of Market, one block west of Yerba Buena Gardens and one block south of Hallidie Plaza.

The 5M District extends from the southern corner of Fifth and Mission Streets southeast along Fifth Street to Howard Street, and southwest along Mission Street and Howard Street to approximately the midblock.

At almost 4 acres, approximately half of which is surface parking, the site is one of the largest under-utilized sites in downtown San Francisco. The 5M Project represents one of the last major opportunities to design and build commercial and residential space near the Powell Station downtown — at densities that will have meaningful impacts for the City's economy, urban fabric, community growth, and affordable/market rate housing needs. The 5M Project has the potential to house thousands of jobs on site geared towards the knowledge and innovation based sectors of San Francisco's economy that have the greatest long-term growth potential in the City. These sectors have also already proven to indirectly support large numbers of Production, Distribution, and Repair (PDR) related jobs.

TRANSIT-RICH LOCATION

5M is a nexus of transportation connectivity: Bart lines to East Bay/SFO (4 lines), Muni Metro (5 lines), Muni buses (countless lines, and both SamTrans and Golden Gate Transit), and the future Central Subway. See Figure 1.3a.

Transportation Context Legend

- Site Area
- BART / MUNI METRO
- Central Subway
- MUNI bus

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Fig. 1.3a Existing Context

1.3 PLANNING CONTEXT CONT.

PLANNING AREA CONTEXT

The 5M Project is an independent project that has its own development controls, within the context of the Downtown Area Plan and Downtown Commercial Districts. The 5M Project is also within the geographic boundaries of the proposed Central SoMa Plan, but the 5M Project is of a scale and intensity that requires a more tailored approach than can be provided at the level of the proposed Central SoMa Plan, as the proposed Plan acknowledges. 5M's planning process is more detailed and site-focused, and has produced land use controls and design standards and guidelines specific to the project area, taking into account the project's surrounding context at the intersection of Downtown and SoMa. Although it is not subject to the controls of the proposed Central SoMa Plan, the 5M Project is generally compatible with the proposed goals of the proposed Plan, which include: supporting transit-oriented growth, shaping the area's urban form, maintaining the area's vibrant economic and physical diversity, and encouraging growth with an improved public realm.

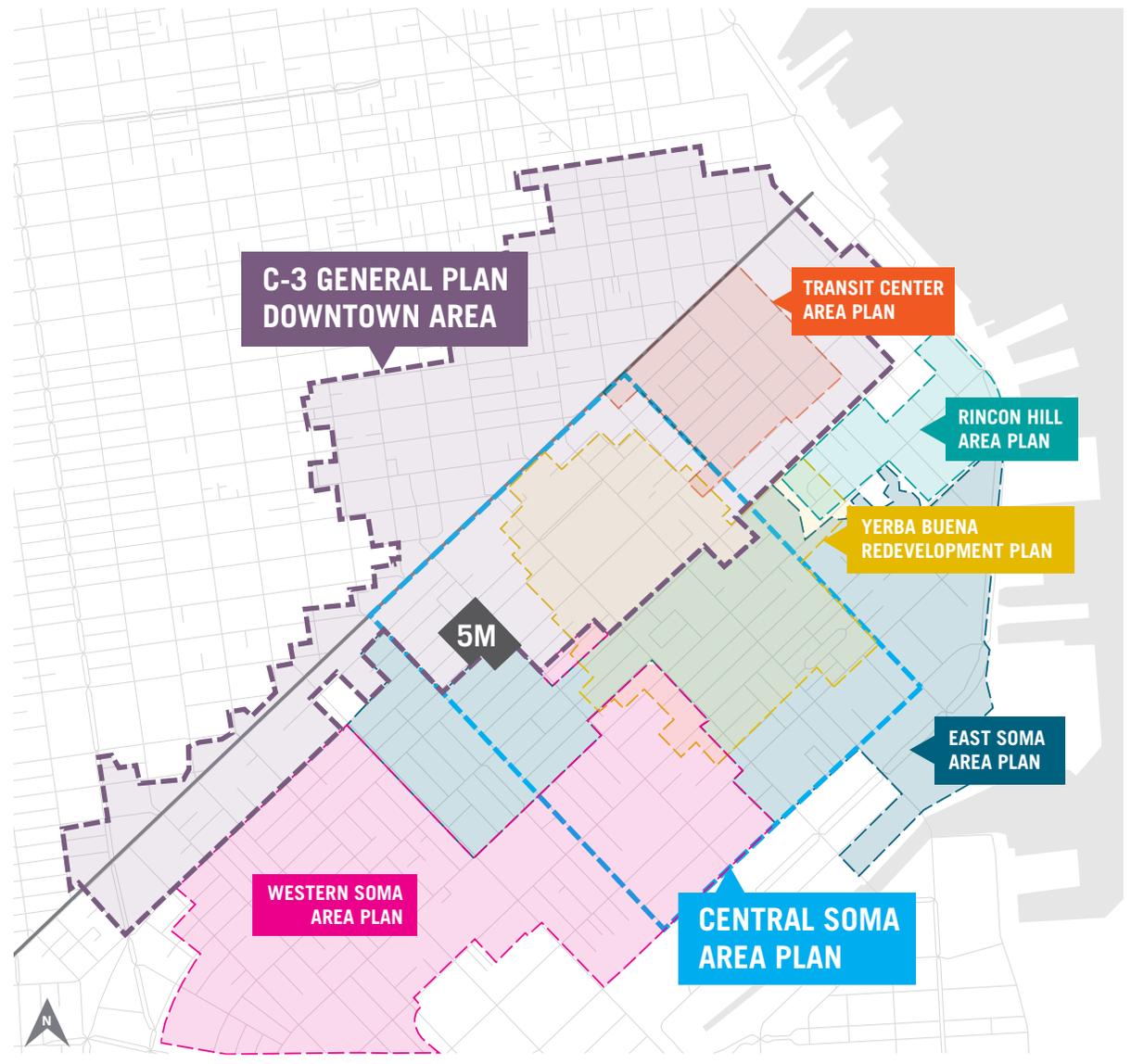


Fig. 1.3b Existing Area Plan Boundaries

1.3 PLANNING CONTEXT CONT.

SPECIAL USE DISTRICT (SUD) CONTEXT

Within the context of the Downtown Area Plan and Downtown Commercial (C-3) Districts, the Fifth and Mission Special Use District (SUD) establishes particular controls that apply to the 5M Project in lieu of corresponding sections of the Planning Code. The Planning Code allows Special Use Districts to provide specific standards for development within a defined geographic area where doing so would further the purposes of the Planning Code. Under the Planning Code, the C-3 District is a center for city, regional, national and international commerce, where office, residential, retail, entertainment and institutional uses are principally permitted uses. Consistent with the purposes, the 5M SUD provides development controls that reflect the opportunity of one of the last large, underutilized sites within the Downtown Area Plan, to facilitate an integrated mixed-use project with high-density office, residential retail and related uses, in close proximity to transit.



Fig. 1.3c Special Use Districts in the South of Market area (SoMa)

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1.3 PLANNING CONTEXT CONT.

ZONING CONTEXT

The City's Planning Code and General Plan have long supported the basic principle of placing commercial and residential density near transit downtown. And though the precise forms of the City's urban typology must and will continue to evolve, 5M at its core is an expression of those very important urban planning principles.

The District is predominantly within the Downtown Plan area, with C-3 Support Zoning north of Natoma Street and Residential Service District (RSD) Mixed Use zoning South of Natoma Street. Proposed Zoning, shown in Figure 3.1c, introduces the rezoning of the District as unified zoning, entirely C-3-S.

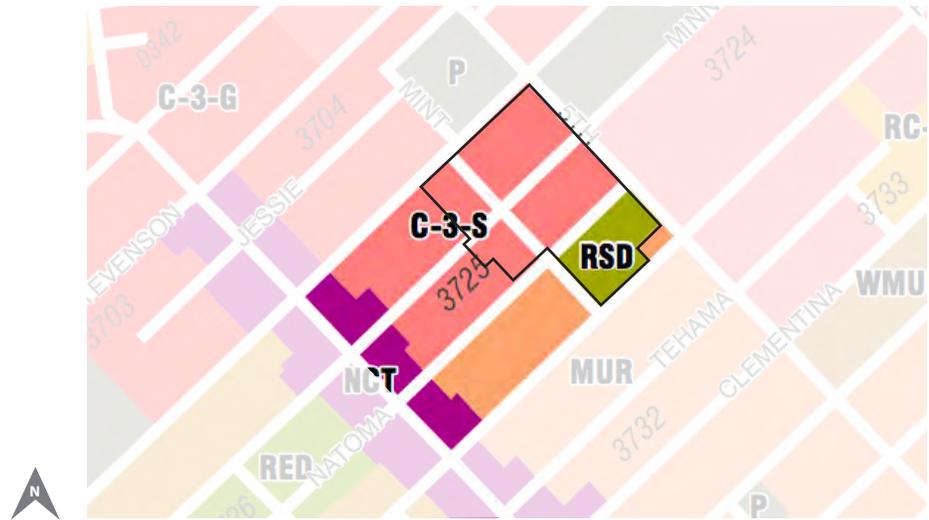


Fig. 1.3d Previous Zoning
(Source: San Francisco Planning Department, Zoning Map)

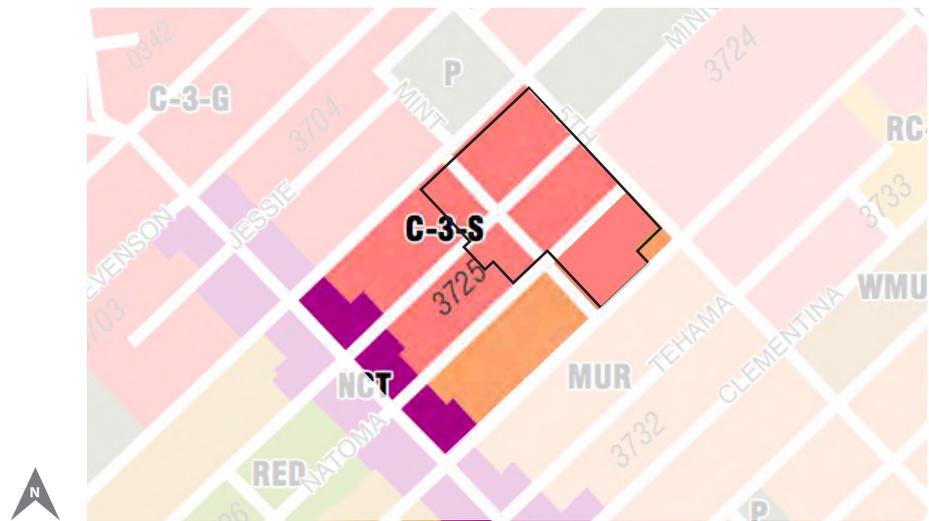


Fig. 1.3e Revised Zoning

1.4 SITE CONTEXT

At a larger scale, the 5M site exists at an intersection of multiple neighborhood cultures (Downtown, SoMa, Union Square and Civic Center) and serves as a link between the surrounding nodes of existing activity.

5M is adjacent to major retail activity, cultural museums, and local arts organizations, all of which support and serve a diverse set of community members and visitors. These activities are made accessible by a variety of transportation options—the public transit hub of BART and MUNI along Market Street, as well as bike lanes and parking garages.

At a smaller scale, the 5M site is situated near placemaking efforts on the ground, such as Mint Plaza, Annie Alley, and the Living Innovation Zone, that encourage a pedestrian-oriented network. Pedestrian circulation is critical at 5M because the streets and alleys are public spaces themselves—connecting surrounding neighborhoods and providing a platform for creativity and interaction.



5th Street



Mint Plaza



Jessie Square



UN Plaza

Fig. 1.4a Streets and Open Spaces near 5M

1.5 SAN FRANCISCO URBAN TYPOLOGIES

Downtown San Francisco's built fabric has evolved over time, emerging from the convergence of transportation improvements, market conditions, building technology, planning policy and community desires.

Generation One: The first instance of commercial density in San Francisco began near the Ferry Terminal and lined Market Street with stately buildings, largely housing railroad and energy companies. Characterized by large floorplates, a strong streetwall, and ground floor retail, these buildings have found renewed relevance in the city today – adapted for small businesses as in the Flood Building or large technology companies.

Generation Two: The Post-War era brought the second generation of downtown development – modernist towers clustered North of Market Street in what is now the Financial District. While iconic in their architecture, these buildings were often anti-urban—pulled back from the street, with spacious lobbies in place of ground floor retail, and open spaces more as forecourts than usable public space.

Generation Three: The next era occurred as the 1985 Downtown Plan shifted commercial buildings toward more integration with the civic realm and a more sculpted presence on the skyline. The Downtown Plan, along with a backlash against high-rise buildings and the passage of Propositions K and M, introduced bulk controls, ground floor colonnades, and a shift in growth to the south to protect the historic buildings north of Market.

Building Typologies Legend

- Retail
- Open / Public Space
- Parking

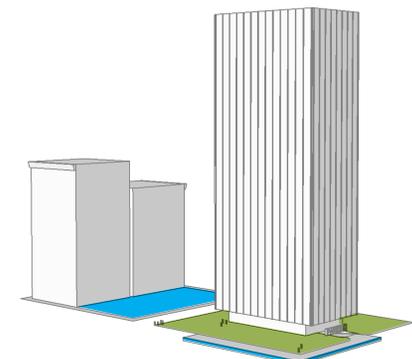
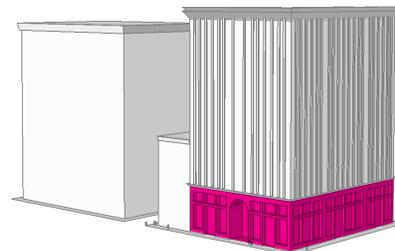


Fig. 1.5.1a Generation One. 1900-1930s Market Street

Fig. 1.5.1b Generation Two. 1950-1960s North of Market Street

draft



Fig. 1.5.1c Generation Three. 1970-1980s Downtown Plan

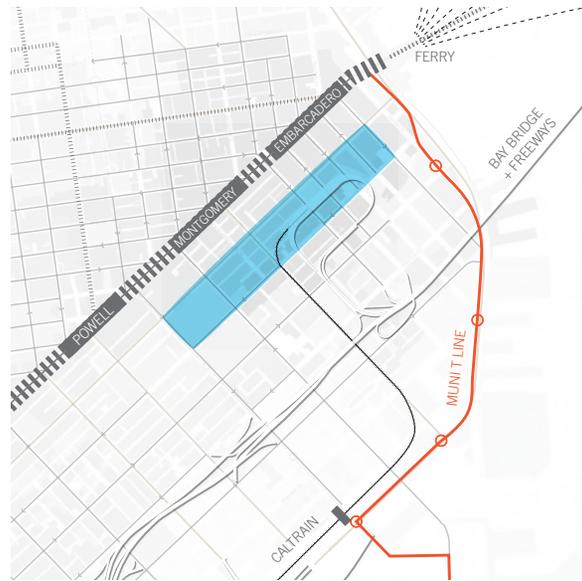
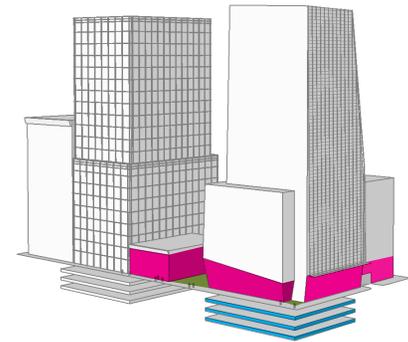
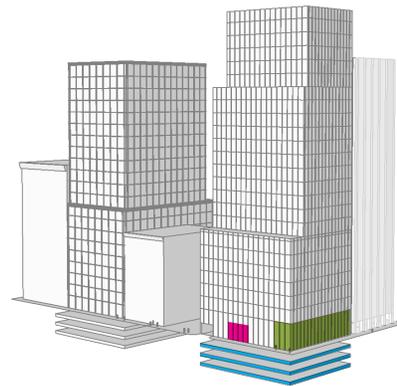
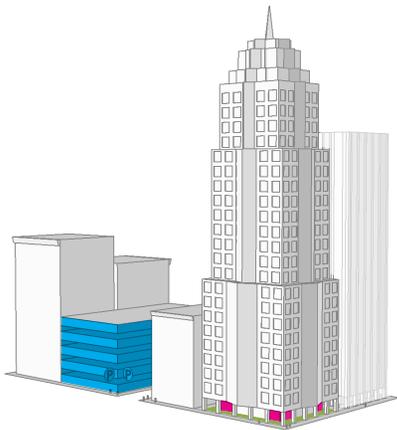


Fig. 1.5.1d Generation Four. 1990-2000s South of Market (East)



Fig. 1.5.1e Generation Five. 2010-2020s Opportunity Sites



1.5 SAN FRANCISCO URBAN TYPOLOGIES CONT.

Generation Four: Most recently, the fourth generation of buildings is underway, populating South of Market to the east with subtly modulated glass towers. These buildings combine the stepping and shaping of the early Downtown Plan buildings with floor to ceiling glass; they increasingly include retail ground floors and open spaces accessible from the street.

Generation Five: The next typology takes its cues from the Generation One legacy, particularly their approach to combining engagement at the street level with a strong streetwall and large floorplates. These early buildings have proved adaptable to evolving uses and user preferences over time, providing a model for a more sustainable building form that can evolve with the changing landscape of the city.

Generation Five responds to the shifting distribution of the City's density, as well as the need for flexibility. Each previous downtown node continues to draw its tenants, yet the emergent market points to new hubs of density outside of the traditional Financial District. These new locations build on the last remaining downtown station, Powell Street, with untapped transportation capacity,¹ available land at a suitable scale, and a foundation for a mix of uses, such as the 4th Street Corridor, Powell Street, and Civic Center.

¹ SPUR Report "The Future Of Downtown San Francisco, January 21, 2009.

San Francisco Typologies Legend

- Enclosed (private office/conference)
- Open Work Area (typically workstations)
- Elevator/ Services Core

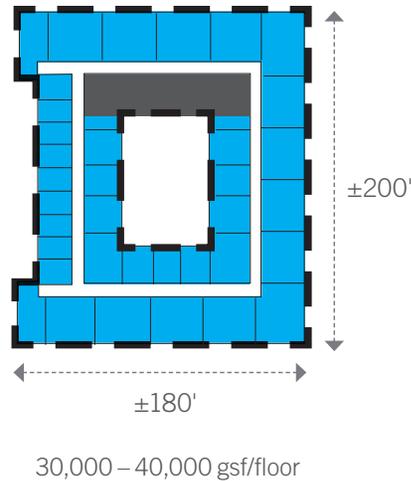


Fig. 1.5.2a Generation One. Flood Building, 1904; Albert Pissis; Height: 160 ft. Floorplate: 40,000 gross sq. ft.

- Double-loaded corridors with private offices and suites.
- Lightwells for day light and ventilation.
- Large transportation & energy companies as anchor tenants.

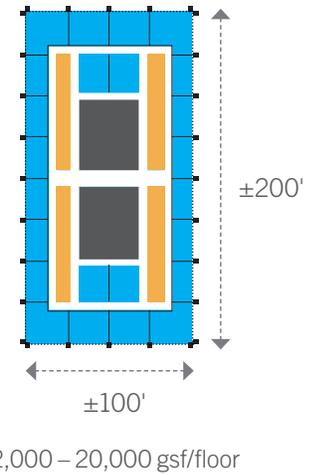
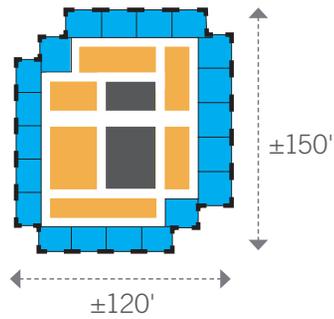


Fig. 1.5.2b Generation Two. One Maritime Plaza, 1964; SOM; Height: 398 ft. Floorplate: 22,000 gross sq. ft.

- Private office layout with assistants in workstations to interior.
- Center core with "donut" of circulation.
- Corporate headquarters & executive offices.

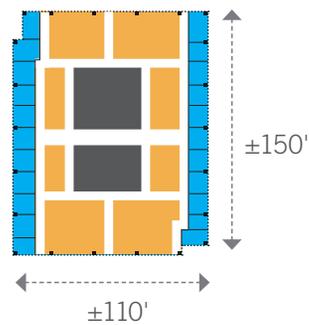


12,000 – 18,000 gsf/floor



Fig. 1.5.2c Generation Three. 100 1st Street, 1988; Heller Manus; Height: 447 ft. Floorplate: 16,000 gross sq. ft.

- Staggered floor plan increased views and corner offices.
- Rise of speculative offices; still focused on executive workforce.

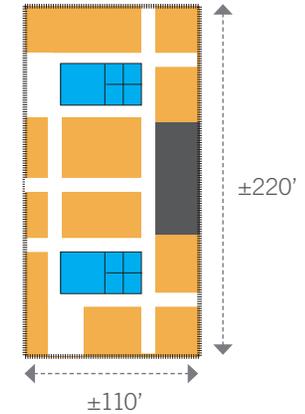


12,000 – 16,000 gsf/floor



Fig. 1.5.2d Generation Four. 555 Mission St., 1988; Heller Manus; Height: 447 ft. Floorplate: 16,000 gross sq. ft.

- Tenant demand for floor to ceiling glass.
- Floor plans reflect Gen. 3 but interior layouts include more open workspaces.



24,000 – 30,000 gsf/floor



Fig. 1.5.2e Generation Five. Hudson Yards/N. Tower, 2017; KPF; Height: 1300 ft. Floorplate: 45,000 gross sq. ft.

- Variety of spaces over dedicated office suites with active ground plane
- Large floorplates & side core
- High degree of flexibility

1.5 SAN FRANCISCO URBAN TYPOLOGIES CONT.

The reuse, over the last decade, of former manufacturing and wholesale warehouses in the South of Market area (SoMa) demonstrates a new urban real estate demand: highly flexible, large floorplates that have character, both on the interior and in the surrounding context.

New high-growth companies and their employees have increasingly chosen to locate in the City, with the largest growth area occurring outside of the traditional Financial District. The combination of semi-industrial building stock and mix of uses like arts and light manufacturing have drawn tenants and residents to the South of Market area, particularly west of Second Street.

The popularity of SoMa's repurposed warehouses and wholesale marts has illuminated changes in the workplace: large floorplates providing flexible, horizontally contiguous spaces are outpacing the traditional central core towers of Generation Three and Four. The latter models arrived at their floorplate dimensions based on a layout of offices with workstations lining them (Figure 1.3k and 1.3l). Current market demands are shifting away from traditional central core towers of Generation Three and Four in favor of spaces that foster direct interaction, knowledge transfer, collaboration in a less hierarchical setting. These users are opting for workplaces that reduce private space, and private offices, in exchange for increases in meeting spaces, informal seating, and expanded circulation.

Reflective of this, converted warehouses in SoMa experienced low vacancies, while the financial district vacancy rates lagged behind. SoMa rents increased and in many cases now equal those of the Financial District.

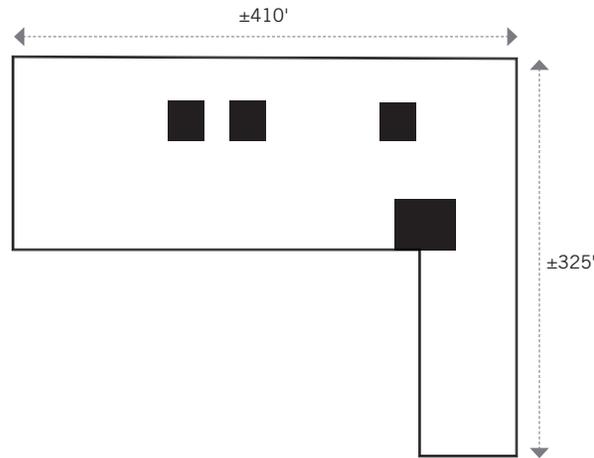


Fig. 1.5.3a Merchandise MART

- Tenants: Twitter
- Typical Floor: 76,000± SF
- Building Size: 730,000± SF

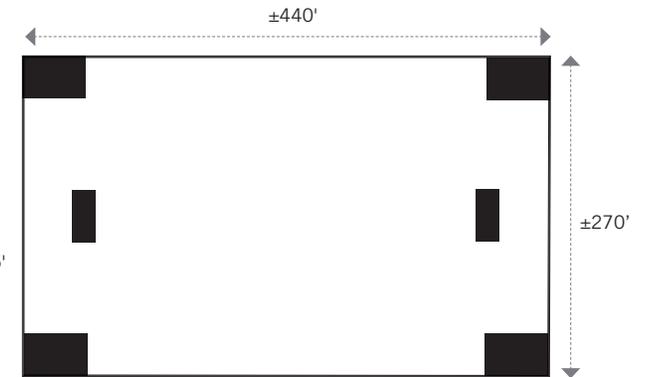


Fig. 1.5.3b Townsend Center

- Tenants: Zynga
- Typical Floor: 60-100,000± SF
- Building Size: 650,000± SF

draft

1.6 GENERATION FIVE AT 5M

URBAN FORM PRECEDENTS

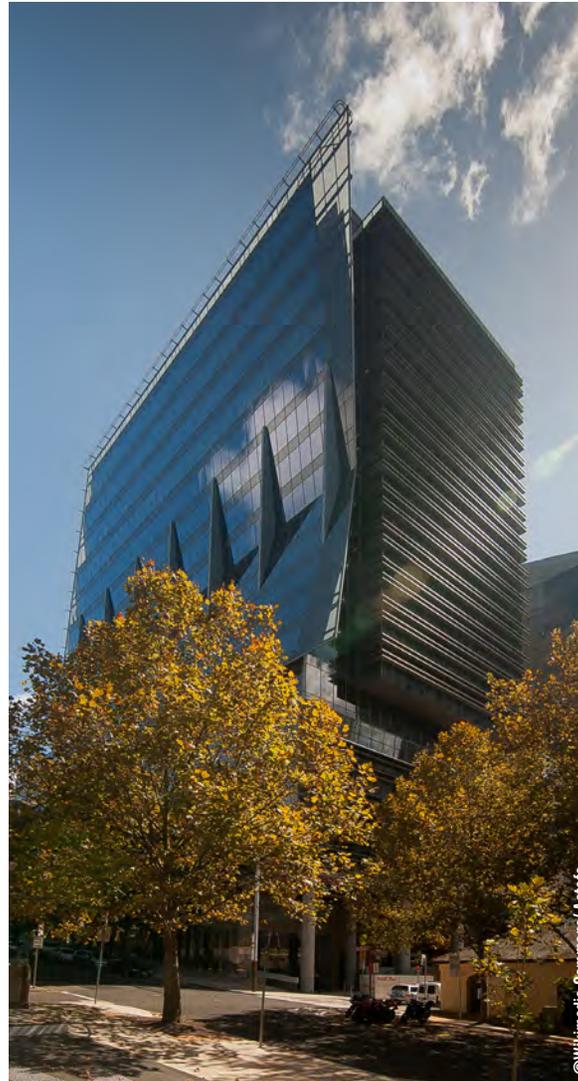
The new hybrid building type recalls the large floorplates and flexibility of both early 20th century Market Street and the reclaimed warehouses of SoMa. However, in Generation Five, this building type is expanded to serve two functions: as a high density model that supports sustainable growth and as a platform of integrated and diverse active spaces to create an engaged and urban building form and public realm. As a whole, it is designed as an urban ecosystem rather than a series of individual buildings.

No single precedent encapsulates Generation Five at 5M, however each example herein provides some aspect of the design including: large floorplates and side or off-set elevator cores to provide open, flexible collaborative workplaces; façade texture and detailing to relate the scale to the city; transparent and active streetwalls to connect with and support activity at the street.



One Jackson Square / New York, NY

Façade texture reflects urban context



Coca Cola Place / Sydney, Australia

Façade texture and detailing relates to the scale of the city



Northwest Corner Columbia University / New York, NY

Transparent and active streetwalls support activity on the street

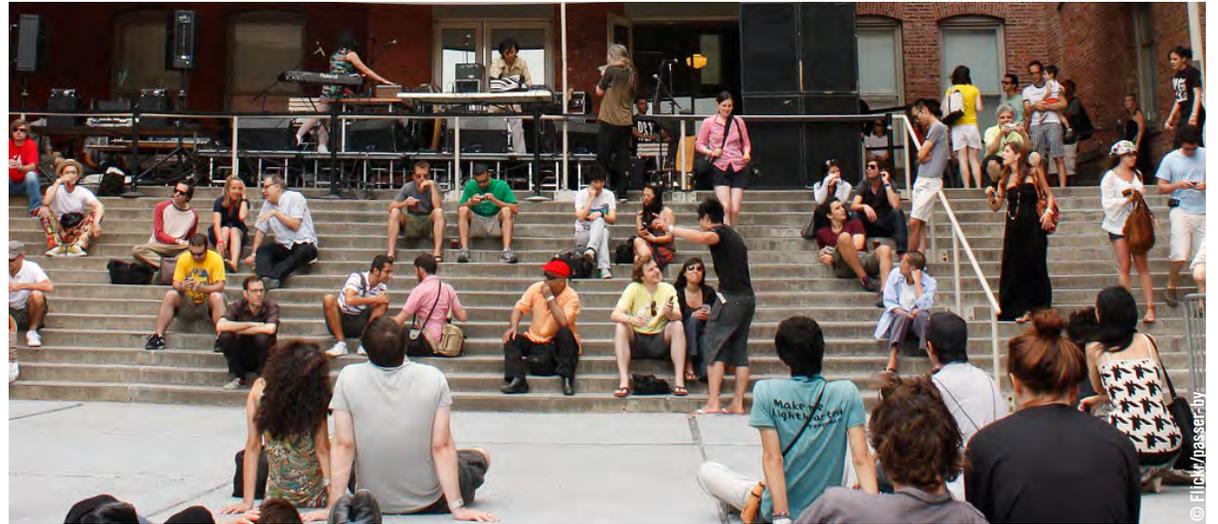
Fig. 1.6a Urban Form Precedents

1.6 GENERATION FIVE AT 5M CONT.

PUBLIC REALM

Critical to this urban ecosystem, the public realm is designed to serve as a platform for shared experiences, rather than separated open spaces dedicated to individual users or user groups (see 4.3 *Open Space & Streetscapes: Open Space Overview*). At 5M, open space that is generally provided privately for residential users will be a public shared amenity, increasing the public space provided by the project by roughly 22,000 square feet. The network of streets, alleys and open spaces are activated by uses from retail to co-work, art installations, civic and temporary events. The public realm and the residential and commercial uses complement and support one another.

The density of uses, achieved by combining large floorplates and building height, provides the critical mass and the foot-traffic to make the public realm viable, animated, and safe. The public realm, in turn, provides a place of connection and creativity, stitching together the existing neighborhoods and various on-site and nearby uses with new uses and users at 5M and into the fabric of the city.



PS 1 Pavilion 2009 / New York, NY



PS 1 Pavilion 2008 / New York, NY



Urban Prototyping Festival at 5M / San Francisco, CA

Fig. 1.6b Active Public Realm Precedents

1.6 GENERATION FIVE AT 5M CONT.

PUBLIC REALM AT 5M

The public realm at 5M serves to bring together existing neighbors, creative communities, and new users. Starting in 2009, 5M has gathered local artists, non-profits, designers, makers, and tenants to host events, “make-a-thons,” free concerts, lectures, symposia, and art installations to create a vibrant public life on the site from day one. As a part of the public realm, the open space is inviting, easily accessible and visible to pedestrians, utilizing design features such as signage.



Live Weekly Concerts at Off The Grid



“Inside Out” Installation



“5Ws at 5M” Participatory Art Installation



Soul Nubian Dance Performance

Fig. 1.6c Active Public Realm at 5M



Fig. 2.0 Linden Street, Hayes Valley Fair / San Francisco, CA

02.

DESIGN FRAMEWORK

- 2.1 Urban Design Framework
- 2.2 Historic Framework
- 2.3 Public Realm Overview
- 2.4 Massing Overview
- 2.5 Architectural Design Overview
- 2.6 Circulation and Transportation Overview
- 2.7 Sustainability Overview

2.1 URBAN DESIGN FRAMEWORK

The urban design for 5M is the design synthesis of the Project Vision and Goals, with three overarching concepts guiding the design:

INTERWOVEN PUBLIC REALM

A key component in the Generation Five urban typology, the 5M Project's public realm is intended for common use by residents, tenants, and the public. While the 5M Project's open space meets the City's requirements in terms of quantity, it is integrated as an overall District amenity, relating residential, commercial and public uses and users within a network of spaces, interior and exterior. The 5M Project design builds on the existing street grid of SoMa, contrasting the intimate, yet industrial character of interior alleys with the major thruways of Mission, Fifth, and Howard Streets. Mary Street provides a spine to the plan, creating a public realm out of the street. Mary Court spills out on both sides of Mary Street and is the heart of the site's public realm. It is connected to and visible from Mission and Howard Streets, drawing pedestrians through a newly activated and accessible urban network of open spaces, streets, and alleys. The design integrates the activity at 5M into the City and SoMa, consistent with the goals of the Better Streets Plan and Downtown Streetscape Plan.

ACTIVE GROUND PLANE

Cities are about people. The physical network of 5M is designed as a platform within which people can adopt, appropriate, and create. The 5M ground plane is an ecosystem of uses. The ground floor spaces—interior and exterior, public and private, streets and courtyards—spill into one another. The ground floor is designed to house a mix of uses: neighborhood-serving retail, local artisans, artists, makers, non-profits, entrepreneurs, cafes and restaurants with multiple points of entry and a high degree of transparency. Outside, fairs, food trucks, informal concerts, and evening films will populate a public environment that is alive and serves the wider neighborhood.

DIVERSITY OF BUILDING FORM

5M occupies the intersection of many forces: commercial downtown and East SoMa; retail, commercial, and residential uses; larger scale blocks and finer grain buildings. In its built form, 5M incorporates this mixture—through varied heights, building forms, and materials. The Chronicle Building solidly holds the Fifth and Mission corner and the historic Dempster Building recalls industrial SoMa at the western edge of the site. Height is increased on certain parcels to allow lower rise and open space on others, like the Chronicle Building and Mary Court, respectively. The massing locates the greatest height and density along the larger streets of Fifth and Howard, stepping down toward the center of the site.

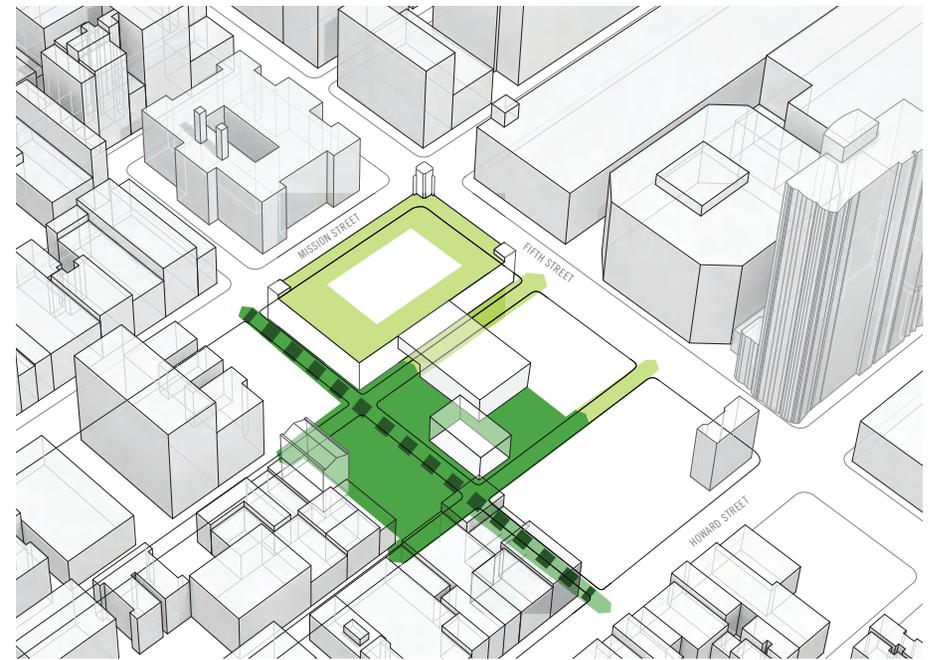


Fig. 2.1a Interwoven Public Realm

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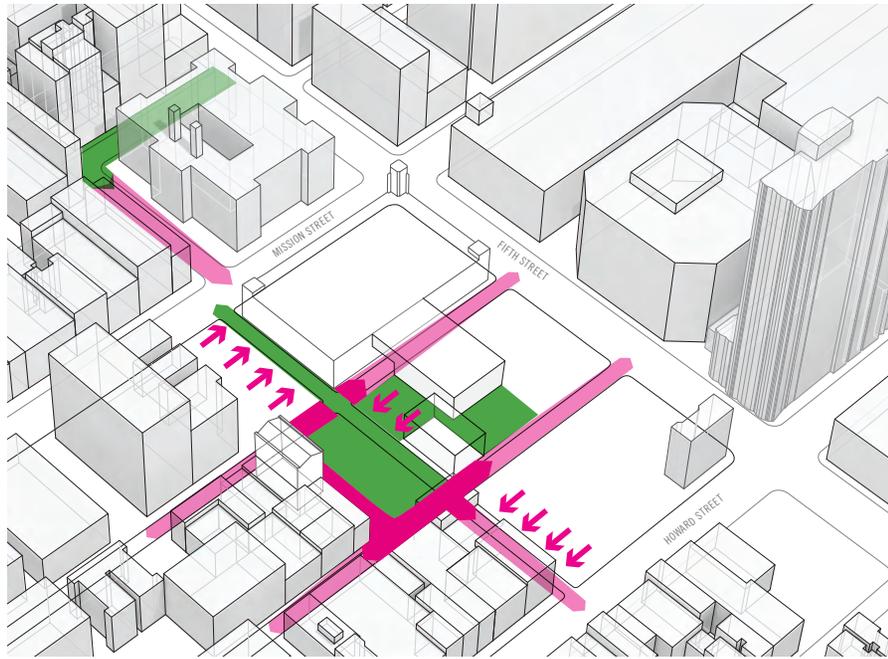


Fig. 2.1b Active Ground Plane

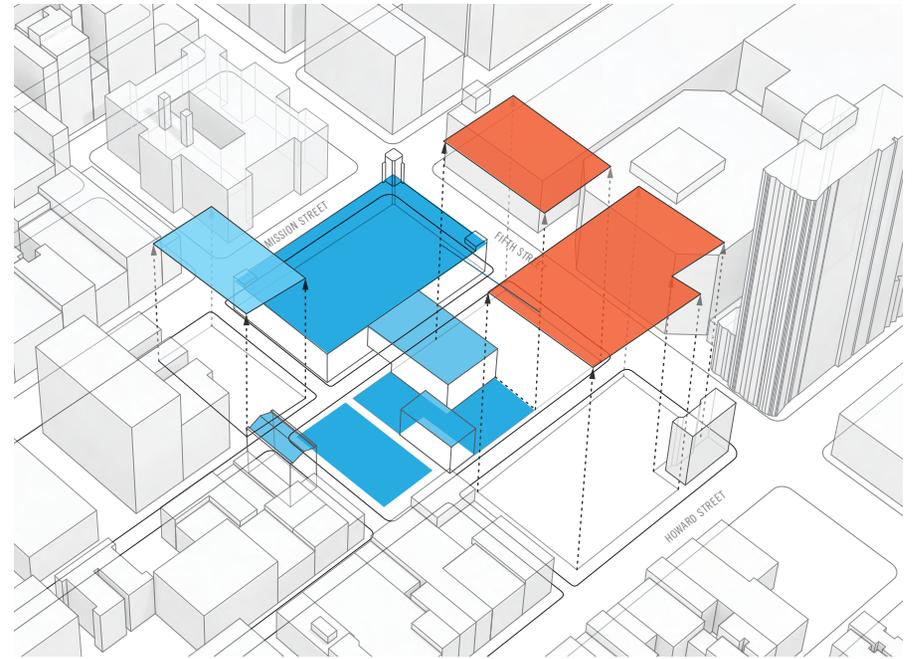


Fig. 2.1c Diversity of Building Form

- Heights from 300' - 470'
- Heights from 100' - 300'
- Heights from 0' - 100'

2.2 HISTORIC FRAMEWORK

The Chronicle Building, Dempster Printing Building, and Camelline Building will remain important cultural resources. With public spaces and cultural programming, 5M envisions a regeneration of the site that celebrates the Chronicle Building and the newspaper's legacy as a source of information, inquiry and curiosity.

The long history of the San Francisco Chronicle newspaper and the growth of the city around what was once a predominantly industrial area has resulted in four acres that have not developed in tandem with their context.

THE CHRONICLE BUILDING (901–933 MISSION STREET) VISION

Over the years the Chronicle Building has been stripped of the majority of its Gothic Revival ornament and substantially remodeled on the interior, such that it is not architecturally eligible as a registered historic resource. Nevertheless, it has a cultural and physical significance at the intersection of 5th and Mission Streets, in dialogue with the historic Old Mint building, and marking the corner with the clock tower. This cultural legacy and a diversity of building character is an important part of the city and 5M. Retaining the building and its prominence on the site requires foregoing over a quarter of the site for development, which otherwise would have capacity for substantial area and height (in place of or on top of the existing building). The value of the existing building, as part of the urban fabric in SoMa as well as a marker of the history and evolution of the Chronicle newspaper, is a fundamental design driver, leading to locating height and density around and in connection to the Chronicle Building. The resulting renovation will provide an opportunity to increase the transparency and connectivity of the Chronicle building—including a public rooftop and a new public elevator and stair to the rooftop—while maintaining the integrity of the main façades along Mission and 5th streets.

THE EXAMINER BUILDING (110 FIFTH STREET) VISION

The 5M Project will retain a portion of the Examiner Building, added in 1968, as well as a portion of its connection over Minna Street to the Chronicle Building. With partial demolition, a new facade will be added where the building is severed and the building will undergo an interior renovation. An existing second- and third-floor extension over Minna Street connects the Examiner Building with the Chronicle Building while still allowing traffic to pass under the building (located on an air rights parcel and addressed as 425 Minna Street). This extension will also be partially retained on site.

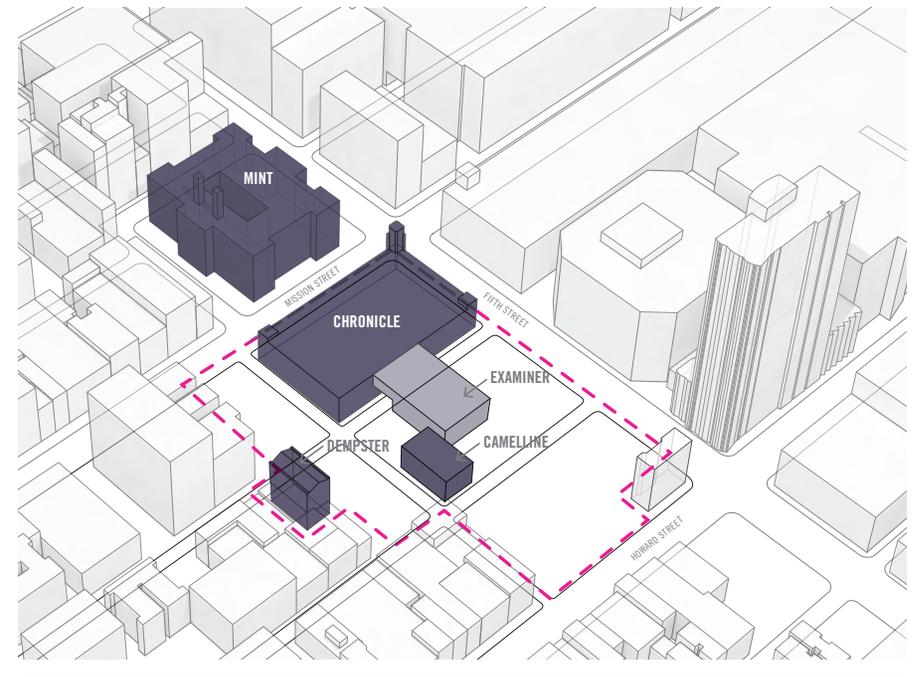


Fig. 2.2a Historic Context

Legend

- Historic Resource
- Existing Building (partial)
- 5M District boundary

draft

2.2 HISTORIC FRAMEWORK CONT.

THE CAMELLINE BUILDING (430 NATOMA STREET / 49 MARY STREET) VISION

Constructed as a light industrial building and converted into a print shop, the building exemplifies the commercial and industrial development of the SoMa area following the 1906 Earthquake and Fire. The building's form and ornamentation is characteristic of 1920s industrial architecture, with a primary south-facing facade, shaped parapet, and a relief sign reading "Camelline". While the building has undergone some alternations to the interior and entrances, its form and ornamentation is largely intact and it retains a high degree of integrity of design, materials, and workmanship. It continues to be occupied as offices and no major renovation is required for use. The Camelline building will help connect the 5M site to its surrounding industrial character and add to the immediate site's diversity in scale, form, and architecture. The building's location within the 5M site, directly on Mary Street and between the site's open spaces, will place it at the center of activity as a vital part of the active ground plane.

THE DEMPSTER PRINTING BUILDING (447-449 MINNA STREET) VISION

Historic 447-449 Minna Street, an early twentieth century industrial style four-story brick building, is significant under California Register Criterion 1 as an especially early building associated with the commercial and industrial development of the SoMa area following the 1906 Earthquake and Fire. It is also important for its association with the printing industry, an industry of primary importance in San Francisco in the early twentieth century. The Dempster Printing building is also significant under California Register Criterion 3 as a distinctive example of unreinforced masonry construction and early-twentieth-century loft architecture in the SoMa area. The Dempster Printing building will be rehabilitated according to the Secretary of the Interior's Standards for Rehabilitation, remaining on site as historic resource that retains a high degree of integrity of location, setting, association, and feeling as a post-quake loft building. On the 5M site, the Dempster Printing Building will anchor the low-rise texture of the area and supporting the pedestrian focused alleyways that intersect around the core public space at Mary Court.



Fig. 2.2b Dempster Printing Building / San Francisco, CA

2.3 PUBLIC REALM OVERVIEW

An urban ecosystem of open space, streets, alleys, temporary events, arts and retail, the public realm at 5M is where diverse networks intersect and connect. The 5M public realm meets and reinterprets downtown open space requirements to provide open space as a shared public amenity.

PUBLIC REALM VISION

This “Generation Five” public realm is most importantly a space of intersections that is designed for people to bring it to life. The design of the public spaces prioritizes flexibility and appropriation—either passively by workers on lunch break or actively by artists staging a performance.

Three key public spaces—Mary Court West/East, the Chronicle Rooftop, and North Mary Street—serve as gathering points within the larger public realm that includes pedestrian-oriented interior streets. Physical markers, such as art installations, street trees, and green walls would punctuate this network of spaces, providing a creative, flexible gathering space for performances, lunch breaks, after-school play and day-dreaming.

MARY COURT WEST

Mary Court West is the heart of 5M’s public realm. This public plaza provides a large area of passive open space on the ground plane and will be the focus of outdoor activity on a day-to-day basis, as well as for a wide range of special events.

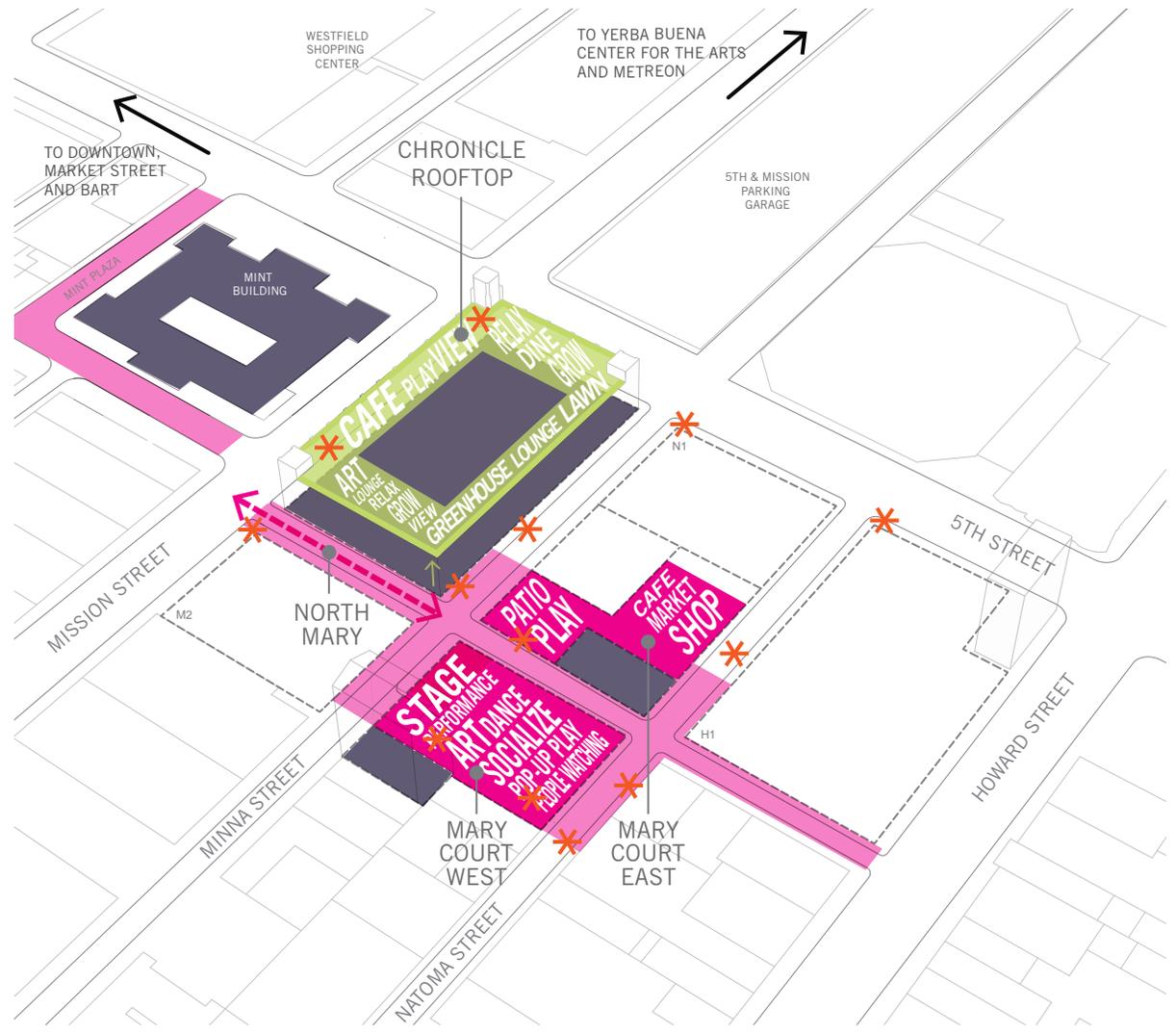


Fig. 2.3a Public Realm Vision

Public Realm and Streetscapes Legend

- Public Open Space
- Pedestrian-oriented streetscapes
- Pedestrian-only alley
- Rooftop Open Space
- Historic Building
- Art Feature

draft

2.3 PUBLIC REALM OVERVIEW CONT.

INTERIOR STREETS AND ALLEYS

In contrast to the existing site, which in recent decades had few passers-by, the streets and alley ways of 5M draw pedestrians into and through the site at an intimate scale that contrasts with the main thruways of SoMa.

Mary, Minna, and Natoma Streets cut through the site to provide opportunities for criss-crossing circulation, including interior retail and entries feeding into and out of Mary Court. They will balance loading, services, and parking with pedestrian-focused design elements, such as parklets, to expand the experience of the sidewalks.

PERIMETER STREETS

An essential premise of the 5M public realm follows the San Francisco Better Streets Plan's goals to (1) maximize streets that serve as public space (2) enhance public safety and accessibility (3) promote the ecological potential of streets, and (4) improve public health by encouraging physical activity through livable streets. The 5M Project adds a focus on creativity and site-specific art within the public space, promoting participation and collaboration from all users- from office tenants and companies to neighbors, retailers, artists and residents.

Circumscribing the site, Mission Street, Howard Street, and Fifth Street will be enhanced with street trees, as well as strategically located art and site sculptures.



Trellises and seating for pedestrian only streetscape
Mint Plaza / San Francisco, CA

Fig. 2.3c Pedestrian-only Alley (Paseo)

draft

2.3 PUBLIC REALM OVERVIEW CONT.

STREETSCAPES AND PARKLETS

5M proposes temporary streetscape improvements, such as parklets, along all interior streets (Minna, Natoma, Mary) with selected locations for street trees and artwork. Streetscape improvements can offer amenities to enhance the pedestrian experience, which may include comfortable seating, attractive plantings, display of public art, and additional bicycle parking.

The 5M District provides the opportunity for a variety of parklets ranging in design and function. Figure 2.3d illustrates the basic typologies that can be further modified to relate to the use of the adjacent ground level space (e.g., café vs. art gallery). Some parklets may provide a visual, greening amenity while others may be designed to encourage more active use.



Parklet has bike rack and seating area
Four Barrel Coffee parklet / San Francisco, CA



Parklet has motorcycle spaces and seating area
Darwin Café parklet / San Francisco, CA

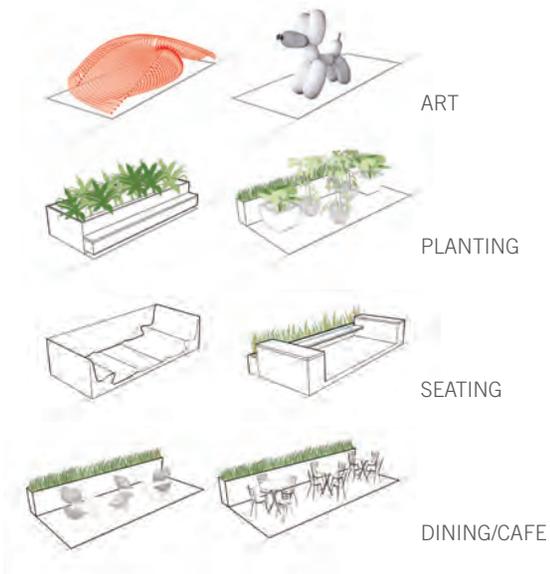


Fig. 2.3d 5M Permitted Parklet Types

Fig. 2.3e Public Parklet Precedents

2.4 MASSING OVERVIEW

5M creates a diversity of building heights and forms to embrace the immediate urban fabric as well as protect and contribute to key San Francisco views. Density of office and residential space is provided while maintaining area for open space and responding to environmental conditions.

MASSING VISION

5M builds on the City and State’s policy of focusing growth and a mix of uses in walking distance to major transit nodes. Matching those policies with the market demand for large floorplates and varied workspaces, as well as residential uses, requires an innovative approach to building form, in order to integrate this new model into the City’s urban fabric and urban policies. This new model combined with site specific strategies responding to view corridors, wind conditions, and historic preservation gave rise to the overall site approach and massing.

San Francisco is known for views that transect the City. The *Urban Design Element of the City’s General Plan* emphasizes these views as a critical component of the City’s pattern and legibility. Among these views, Powell Street south to Potrero Hill (from California Street) was a particularly important driver in 5M’s urban design, as the street grid shift that occurs south of Market Street causes the Powell Street view to directly cross the 5M site as shown in Figures 2.4a and 2.4b. In order to provide an open view of the sky and distant hills, 5M has limited the M2 building to under 220 feet (Figure 2.4b).

Wind conditions in the area further encourage building heights to step up increasingly from Mission to Howard Street (See Figure 2.4c).

The 5M Project retains the low-rise Chronicle, Examiner, Dempster Printing, and Camelline buildings. As a result, density must be focused on the remaining parcels. To create the desired public realm, the project carves out a public open space at the center of the site. The new office and residential area is then achieved through locating height on the two remaining perimeter streets, Fifth and Howard. For massing overview, see Figure 2.4d. The resulting massing is a unique solution to the convergence of the city and site conditions and the project goals.

Massing Strategy Legend

■	No Height / No Building
■	Least Height
■	Less Height
■	Most Height

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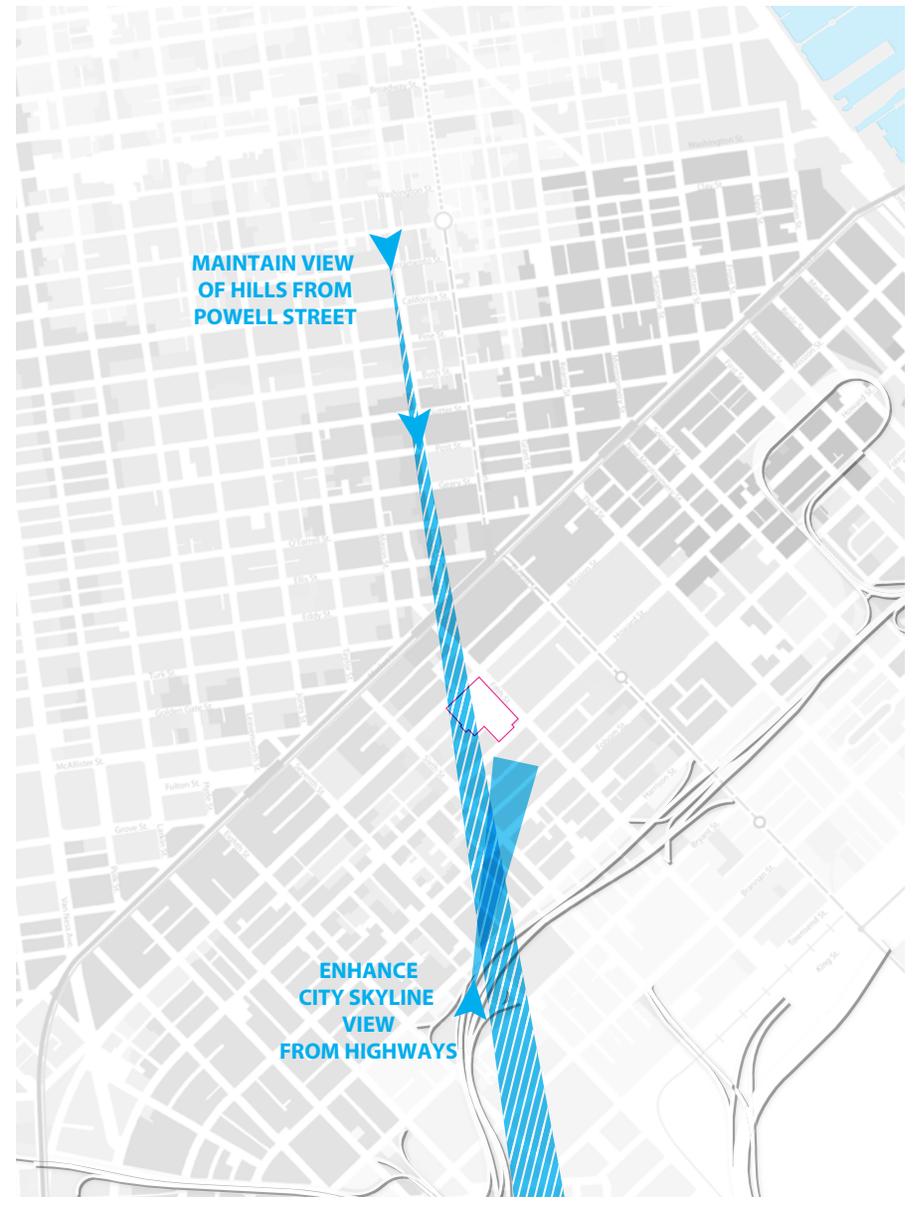


Fig. 2.4a San Francisco View Corridors (selected)

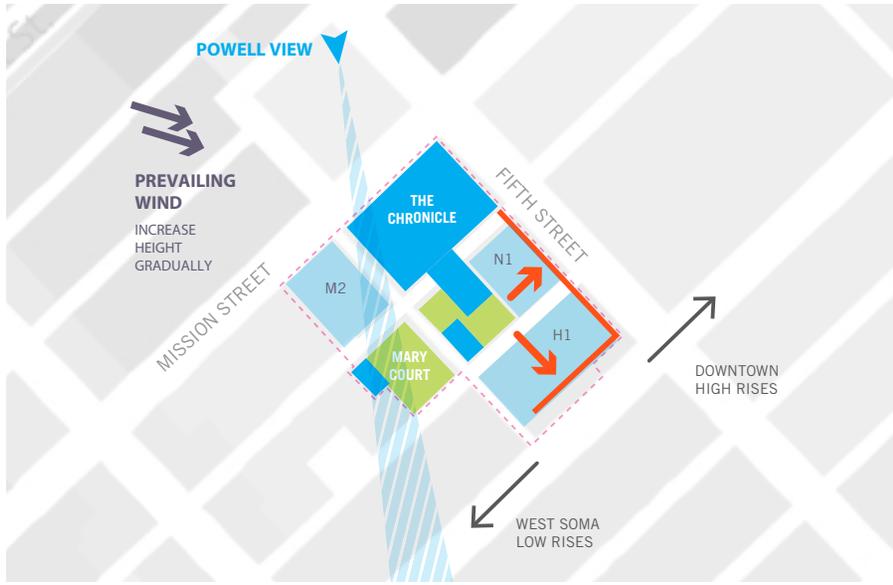


Fig. 2.4b Massing Strategy: Site Response

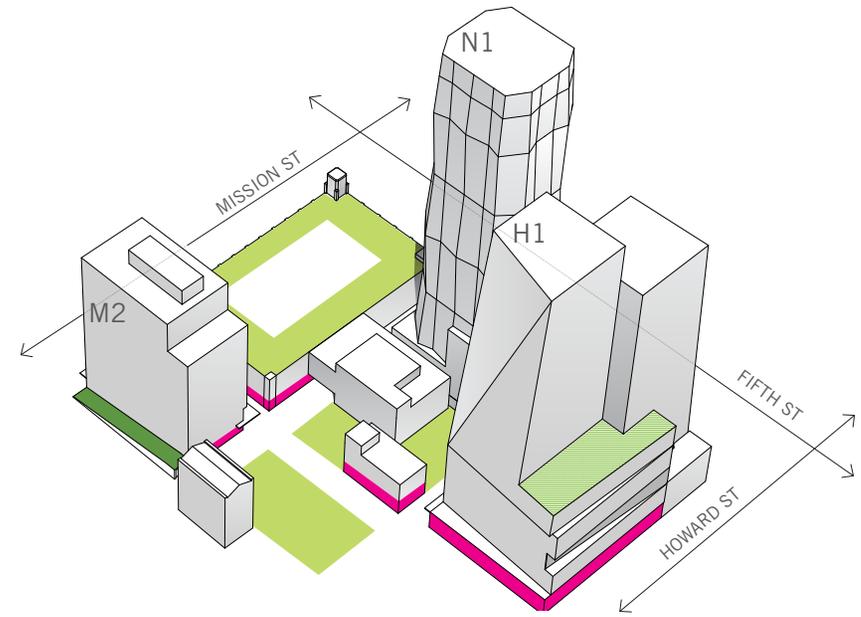


Fig. 2.4d Massing Overview

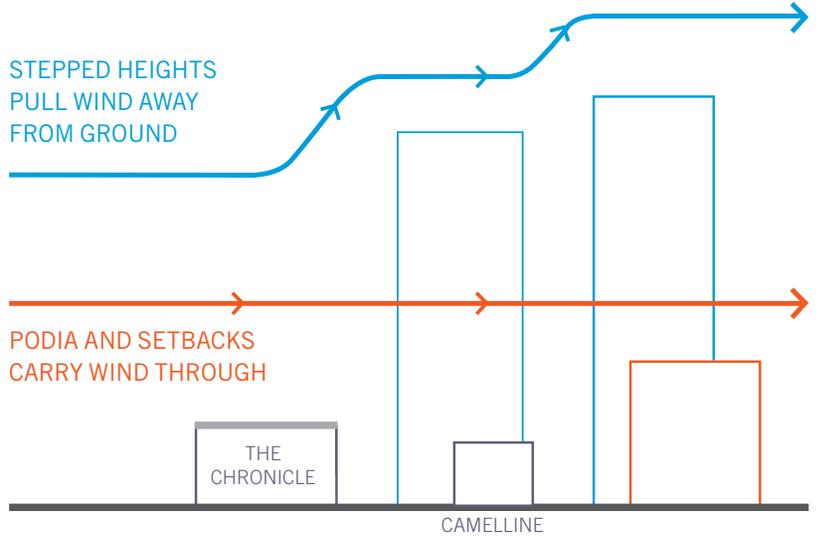


Fig. 2.4c Massing Strategy: Wind

2.5 ARCHITECTURAL DESIGN OVERVIEW

Building on the massing framework, 5M's architecture draws on the existing industrial design character of the SoMa fabric, the experiential and atmospheric qualities of the Bay Area, the contemporary technologies and materials that can enable great buildings.

ARCHITECTURAL DESIGN VISION

The vision for the buildings at 5M includes overarching design principles that advance a high-quality, diverse, dynamic, local, open, aesthetic, and sustainable project. The architectural design seeks to advance the project through the design of building form, façade systems, materials, color and detailing as embedded in the fabric of SoMa.

Design Principles:

- Take cues from the SoMa and city context—Integrate building treatments, materials, or features that reference the industrial qualities and textures of the immediate surroundings and SoMa.
- Design for a diverse but coordinated whole—5M building design should not identify the project as a closed campus or privatized zone. A cluster of complementary buildings—The 5M façade treatments, intensity/emphasis, materials, and colors are to be coordinated across the family of buildings.
- Use design to foster what is dynamic and local—Create active and engaging pedestrian edges that ensure visibility of the active uses within, create visual and architectural interest, as well as provide opportunities for artwork.

- Support the arts and collaborations—Create design opportunities for artworks on buildings and in open spaces.
- Pursue design as a part of holistic sustainability—Building treatment and materials respond to and enhance the project open spaces and environmental conditions.
- Associate and highlight through color—The buildings' palette includes the bright, light colors of downtown, as consistent with the San Francisco Urban Design Plan, punctuated with the brighter hues of San Francisco's environmental context.



Large entries and openings, graphic patterning, bright colors, and industrial fenestration relate to the South of Market Area.

Fig. 2.5a SoMa Context

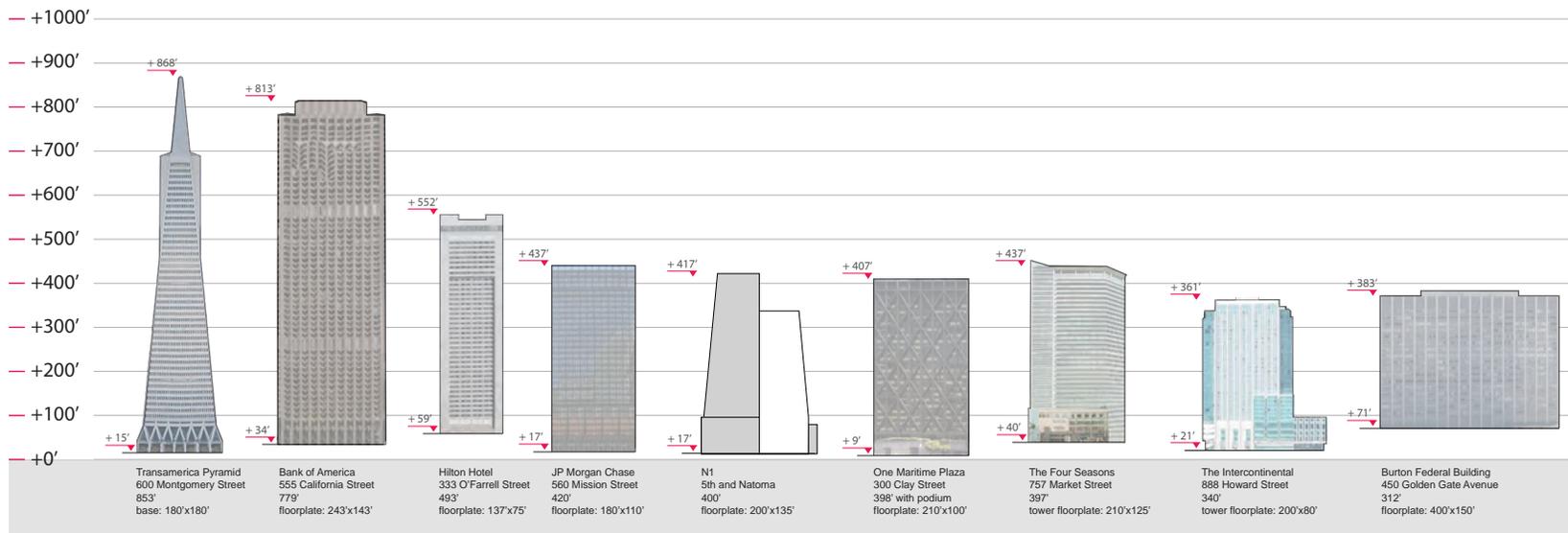


Fig. 2.5b Height in Context

PERCEIVING HEIGHT

Comparing familiar tall buildings in San Francisco shows height perception is strongly influenced by the City's topography—the street height of each building—as well as overall building form, color, and treatment. For example, the Hilton Hotel, though under 500 feet in building height, sits at an additional ~60-foot elevation due to its location on the very edge of Nob Hill. The Hilton Hotel is more prominent because it is situated by itself without other tall buildings.

Furthermore, the perception of tower mass is largely a function of the proportion of width to height. Towers with

large floorplates nevertheless appear thinner to the eye when they are taller, due to the higher ratio of height to width. Modulation also plays a role in the perception of tower mass. Buildings with tapers, sculpting, and vertical shifts may also seem more slender, if the modulation still retains vertical continuity over the entire tower form and does not disrupt the height to width proportion. Building articulation and materiality further reduce the perception of mass. For further information on building skin, form, and materiality, refer to *Chapter 5: Building Form + Massing* and *Chapter 6: Architectural Design*.



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2.6 CIRCULATION AND TRANSPORTATION OVERVIEW

The 5M Project is highly connected to commuter and local transit, with multiple transit routes within a five-minute walk. Planned bicycle lanes circumscribe two sides, and visitor parking is available immediately across Fifth Street at the Fifth and Mission Garage.

CIRCULATION AND TRANSPORTATION VISION

5M's circulation is organized to reduce vehicular traffic on the pedestrian-oriented alleyways of Mary Street and Natoma Street while avoiding parking queues on Fifth and Howard Streets. No parking spaces or loading entries are on important transit streets, Mission or Fifth Streets, though street side opportunities for loading and passenger drop off are retained.

The San Francisco Bicycle Plan proposes a Class 2 bicycle lane along Howard Street and Class 3 along Fifth Street. Off-street bicycle parking (Class 1) will be provided, with additional street bicycle parking (Class 2) throughout, generally in the manner described in *Section 4.10 Open Space + Streetscape: Site Furnishings*. Design features will reflect the Better Streets Plan to encourage walking and biking, while minimizing conflicts between pedestrians, cyclists, and vehicles.

5M adapts the site's alleyways to a place of intersection and events. Traditionally, alleys have served as the places to hide loading, parking entries, and garbage collection. At the ground plane, the 5M Project prioritizes the human scale, yet integrates the functional aspects of the buildings as part of the industrial context. Vehicular circulation and loading controls will seek to limit the conflicts on the interior streets, focusing loading and services off-street and on Minna Street.



MUNI stop on Market Street median / San Francisco, CA



Separated Bike Lane / Vancouver, Canada

Fig. 2.6 Circulation and Transportation Precedents

draft

2.7 SUSTAINABILITY OVERVIEW

Given its cultural uses, social programs, economic model and environmental setting, the 5M Project is poised to lead a more holistic approach to sustainability. The foundation is its location at the heart of the City—where an abundance of transit meets a mix of jobs and housing.

SUSTAINABILITY VISION

The 5M Project leverages the inherent sustainability of urban environments. Its location is complemented by the extensive and diverse set of uses that combines jobs, retail, art, culture, facilities, and open space. The addition of jobs, housing, and retail on site should reduce the vehicle miles traveled by its users and residents. Design elements will encourage and facilitate bicycles, walking, and transit as modes of travel.

The 5M Project seeks to minimize energy usage of the construction process, the building and site systems, and the future tenant usage and operations. Water conservation and management strategies will range from low-flow fixtures, to permeable pavement and drought resistant plantings, to rain-harvesting and water treatment. Additionally, the project will provide strategies to minimize waste, utilize local and sustainable materials, and provide a building that in construction and operation is ecologically and socially sustainable. See *Chapter 9: Sustainability + Systems*.

The project will comply with all applicable state and local green building requirements and support the goals set forth by state and local bodies to achieve the maximum feasible amount of environmental responsibility.



Permeable paving, planters, and drought resistant planting can contribute to rain-harvesting, ground water recharge, and reduce heat-island effect. Valencia Street / San Francisco, CA



Vertical garden is a city greening strategy that contributes to urban air quality, reduces urban heat island effect, and provides habitat for local ecologies. 560 Mission Street Plaza / San Francisco, CA

Fig. 2.7 Sustainability Strategy Precedents

draft

SECTION II

5M STANDARDS + GUIDELINES

This Design for Development document is to be read and applied in conjunction with the Development Agreement for the 5M Project and the Fifth and Mission Special Use District (“Fifth and Mission SUD”). The Fifth and Mission SUD establishes particular controls that apply to the 5M Project in lieu of corresponding sections of the Planning Code. Unless otherwise noted, references herein to the Planning Code include the controls established under the Fifth and Mission SUD. This Design for Development document implements those controls with more detailed design standards and guidelines.

As with the Planning Code and Fifth and Mission SUD, other projects with less total area than shown in the examples herein, are permitted provided they otherwise comply with the Planning Code and following Standards.



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Fig. 3.0 5th Street -- View South / San Francisco, CA

03.

CONTEXT + LAND USE

- 3.1 Previous Site Conditions
- 3.2 5M Parcels
- 3.3 5M Land Use

3.1 PREVIOUS SITE CONDITIONS

The 5M Project consists of twenty-two parcels on approximately four acres in the northeastern half of Block 3725, bounded by Fifth, Sixth, Mission and Howard Streets. Three internal streets – Mary, Minna and Natoma Streets – divide the Project site as shown in Figure 3.1. The 5M Project will merge and re-subdivide these parcels.

Previous Site Parcel Legend

- Previous Lot Boundaries
- - - Site boundary

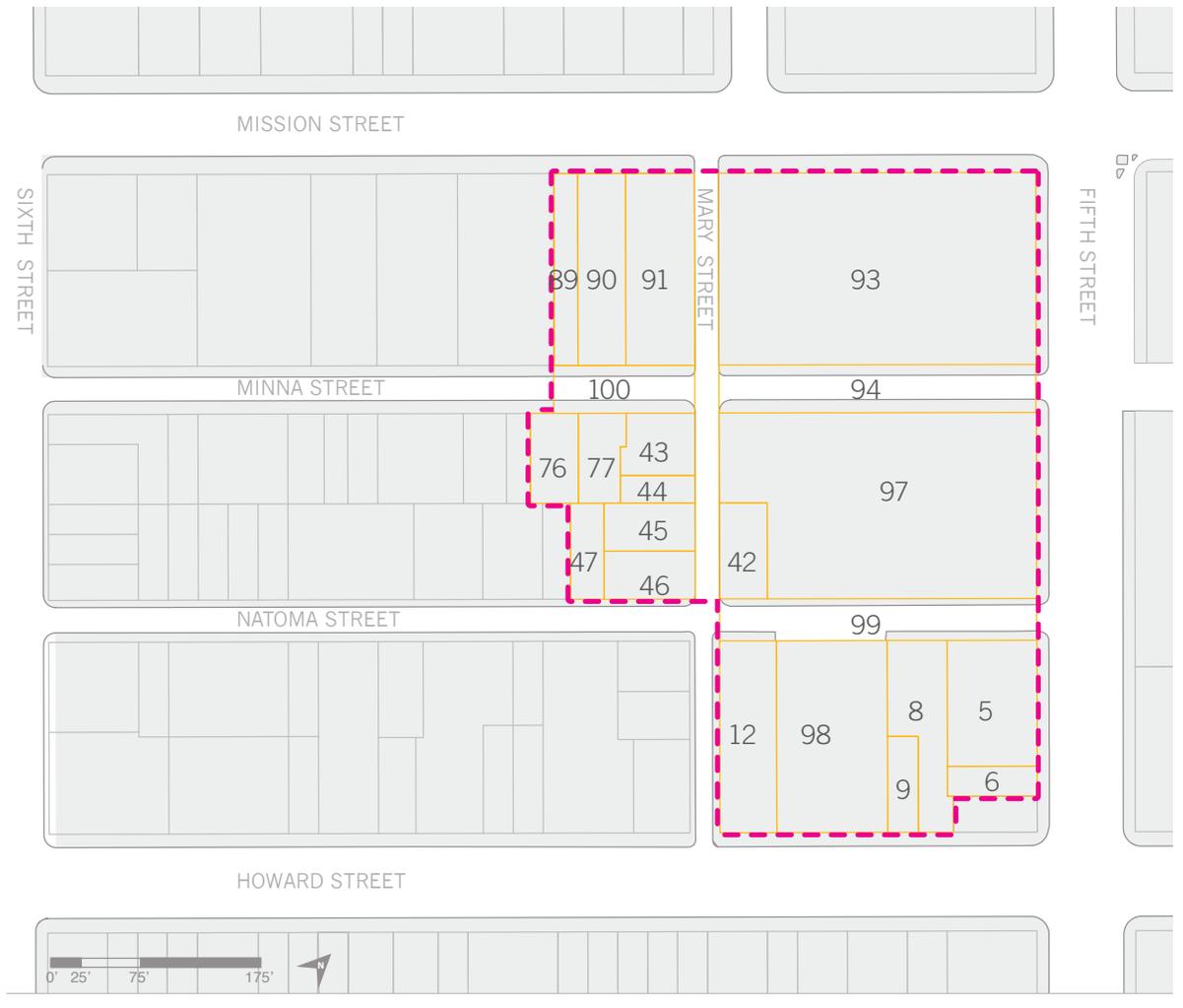


Fig. 3.1 Previous Parcel Plan (per San Francisco Assessors Map)

draft

LOT NO.	STREET ADDRESS OF PROJECT	CROSS STREETS	BLOCK / LOT	LOT AREA (SQ FT)	ZONING DISTRICT
5	172 Fifth St	Natoma St & 5th St	3725-005	7,871	RSD
6	190 Fifth St	Howard St & 5th St	3725-006	1,873	RSD
8	910 Howard St (Zihn Building)	Howard St & 5th St	3725-008	6,089	RSD
9	912 Howard St	Howard St & 5th St	3725-009	2,056	RSD
12	924-926 Howard St	Mary St & Natoma St	3725-012	7,596	RSD
42	430 Natoma St (Camelline Building)	Mary St & Natoma St	3725-042	3,197	C-3-S
43	435-439 Minna St	Minna St & Mary St	3725-043	3,105	C-3-S
44	44 Mary St	Minna St & Mary St	3725-044	1,437	C-3-S
45	50 Mary St	Minna St & Mary St	3725-045	3,044	C-3-S
46	432-438 Natoma St	Minna St & Mary St	3725-046	3,044	C-3-S
47	440 Natoma St	Minna St & Mary St	3725-047	2,253	C-3-S
76	447-449 Minna St (Dempster Printing Building)	Minna St & Mary St	3725-076	2,996	C-3-S
77	441-445 Minna St	Minna St & Mary St	3725-077	2,761	C-3-S
89	947-949 Mission St	Mission St & Mary St	3725-089	3,200	C-3-S
90	941-945 Mission St	Mission St & Mary St	3725-090	6,400	C-3-S
91	939 Mission St	Mission St & Mary St	3725-091	9,200	C-3-S
93	901-933 Mission St (Chronicle Building)	Mission St & 5th St	3725-093	42,396	C-3-S
94	425-433 Minna St (Air Rights)	Minna St & 5th St	3725-094	10,598	C-3-S
97	110 Fifth St	Minna St & 5th St	3725-097	37,871	C-3-S
98	914-918 Howard St	Natoma St & 5th St	3725-098	14,797	RSD
99	Natoma St (Air Rights)	Natoma St & 5th St	3725-099	10,800	C-3-S
100	Minna St (Air Rights)	Minna St & Mary St	3725-100	2,490	C-3-S

Table 3.1 Previous Parcels (per San Francisco Assessors Map)

3.2 5M PARCELS

The fragmented parcels that accumulated through the site's history are proposed to be consolidated without interrupting the grain of streets and alleys typical of SoMa.

3.2.1 REVISED PARCEL PLAN

Figure 3.2 and Table 3.2 identify the surface parcelization plan for the project, which may be revised in accordance with applicable City health and safety (e.g., Building and Fire Code) requirements. For pre-existing parcelization plan see Figure 3.1.¹

¹Air space and subterranean parcels are not reflected in this figure.

NO.	ORIGINAL LOT #	STREET ADDRESS OF PROJECT	CROSS STREETS	BLOCK	APPROX. LOT AREA (SQ FT)*	ZONING
93	93	Chronicle Building, 901-933 Mission St	Mission St & 5th St	3725-	42,400	C-3-S
M2	89, 90, 91	Mission St	Mission St & Mary St	3725-	18,800	C-3-S
N1	97*	Minna St & Fifth St	5th St & Natoma St	3725-	18,130	C-3-S
97	97*	Partial Examiner Building, 110 Fifth St	Minna St	3725-	7,990	C-3-S
94	94*	Partial Examiner Bridge, Minna St	Minna St	3725-	3,200	C-3-S
MC1	97*	Mary Court East	Mary St & Minna St	3725-	6,790	C-3-S
MC2	97*	Mary Court East	Mary St & Natoma St	3725-	4,830	C-3-S
42	42	Camelline Building, 430 Natoma St	Natoma St & Mary St	3725-	3,200	C-3-S
MC3	43, 44, 45, 46, 47, 77	Mary Court West	Natoma St & Mary St	3725-	14,610	C-3-5
76	76	Dempster Building, 447-449 Minna St	Minna St & Mary St	3725-	3,000	C-3-5
H1	5, 6, 8, 9, 98, 12	Natoma St	Howard St & 5th St	3725-	40,300	C-3-S

Table 3.2 Revised Parcels

*Parcel Subdivided
 NOTE: Numbers rounded to nearest 10
 White rows indicate unchanged existing parcels.

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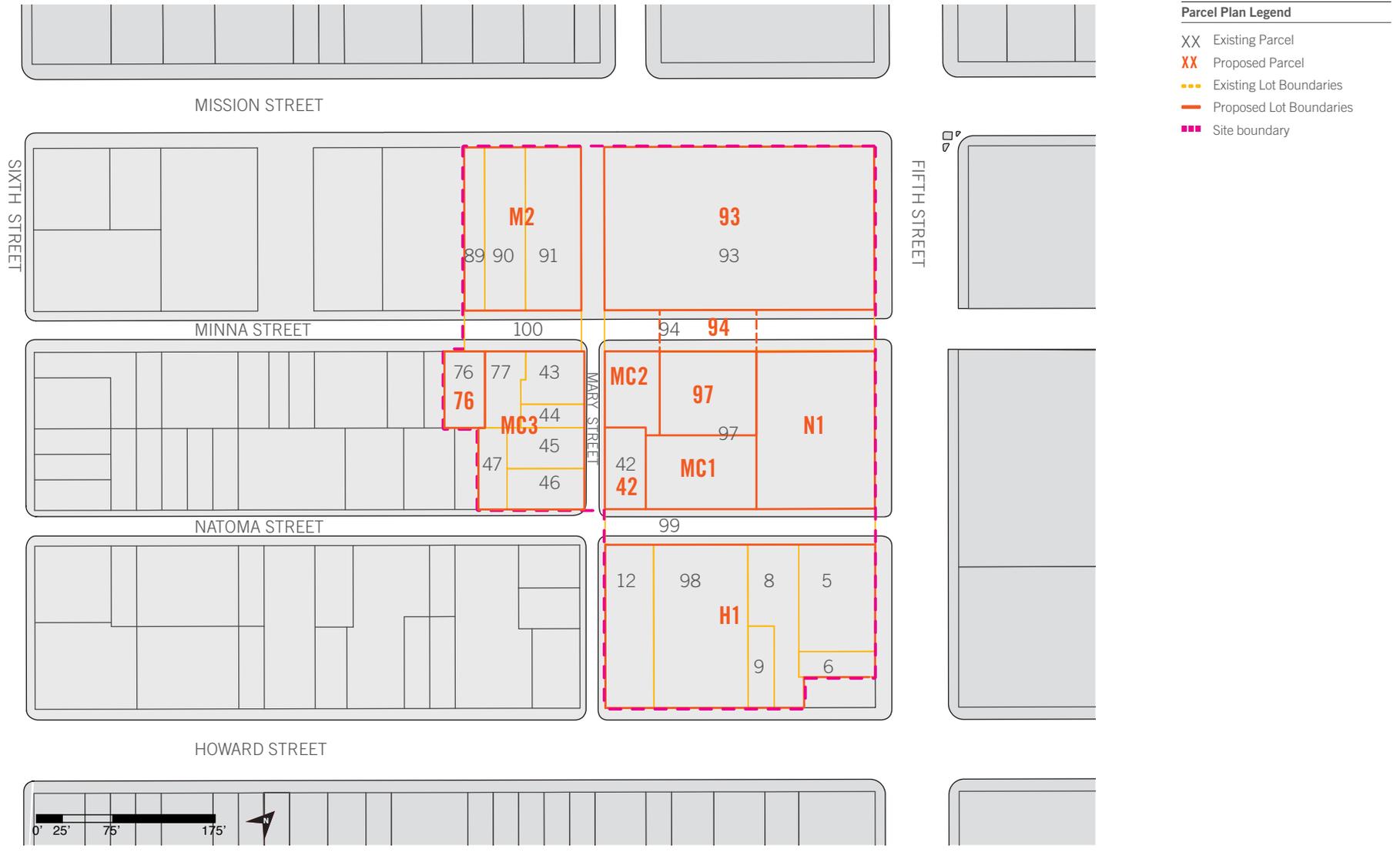


Fig. 3.2 Revised Parcel Plan

3.3 5M LAND USE

The 5M Project is a multi-phased development with a ground level and elevated public open space of redesigned pedestrian-friendly internal streets, and a total of approximately up to 1.85 million square feet of mixed use development.

Predominant land uses, as shown in Figure 3.3, are paired with active ground floor uses. Active ground floor uses range from retail to non-traditional office uses that operate in transparent, fenestrated street frontages. For additional detail and standards, refer to *Section 7.1 Circulation + Transportation: Circulation Overview* and *Section 5.3 Building Form + Massing: Base and Streetwall*.

Proposed Land Use Legend

- Residential
- Commercial
- Open Space
- Site boundary



Fig. 3.3 Predominant Land Use

draft

3.5 5M LAND USE CONT.

The proposed land uses for 5M are similar to existing land uses in the surrounding C-3 and SoMa Districts. The Predominant Land Use Plan (Figure 3.5) identifies the predominant uses for each parcel. Table 3.5 provides more detailed information as to the estimated gross areas for predominant and secondary uses for each parcel. For more information on the Active Ground Floor, refer to *Section 5.5 Building Form + Massing: Ground Floor*.

Pre-existing zoning and reallocation of development rights permit increased density on the site, however the proposed project as reflected in the development program rearranges amount and location of density, down-zoning some parcels and up-zoning others.

Areas provided in Table 3.3 are rounded; final allowable areas set by 5M EIR.

BUILDING	PREDOMINANT USES	ACTIVE GROUND FLOOR	OFFICE	RESIDENTIAL	TOTAL
CHRONICLE BUILDING + EXAMINER (AND BRIDGE)	Office	---	219,100	--	219,100
M2	Residential	13,500	--	250,800	264,300
N1	Residential	15,100	--	570,500	585,600
CAMELLINE BUILDING	Office	--	9,600	--	9,600
DEMPSTER PRINTING BUILDING	Office	--	12,000	--	12,000
H1	Office	48,400	584,900	--	633,300
TOTAL		77,000	825,600	821,300	1,723,900

Table 3.3 Land Use Program



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Fig. 4.0 Off the Grid on Minna Street at 5M / San Francisco, CA

04.

OPEN SPACE + STREETScape

- 4.1 Public Realm Overview
- 4.2 Active Ground Plane
- 4.3 Open Space Overview
- 4.4 Mary Court
- 4.5 Chronicle Rooftop
- 4.6 Wind and Sun
- 4.7 Streets and Alleys
- 4.8 North Mary Street
- 4.9 Site Furnishings
- 4.10 Paving Materials
- 4.11 Plant Materials
- 4.12 Private Open Space

4.1 PUBLIC REALM OVERVIEW

Three key public spaces—Mary Court, the Chronicle Rooftop, and North Mary Street—serve as gathering points within the larger public realm. The spaces operate as a network, punctuated by art installations, street trees, and green walls, providing a creative, flexible space for performances, lunch breaks, after-school play, and day-dreaming.

Of the open spaces within the 5M site, two spaces serve as key public open spaces: Mary Court, at the heart of 5M’s public realm, serves as an urban room that spills out of and into adjacent active frontages and shared streets. Mary Court is divided by Central Mary Street, into a more passive open space area (Mary Court West) and more active open space area (Mary Court East). Both are capable of hosting public events and performances, paired with circulation to support and expand the space as needed. The second key public open space, connected but separate from the ground plane activity, an occupiable roof above the Chronicle building is designed as a reprieve from the urban mix. As an elevated open space, the rooftop has views down Mission and Fifth Streets. The Chronicle Rooftop will be a privately owned and managed public open space.

Streets and alleys are linked to create a network of civic spaces and pathways that reinforce one another as well as the SoMa context. Streets and alleys function as public open space, especially North Mary Street. The streetscape design for the District will include selected street improvements to perimeter Mission, Howard, and 5th Streets, connecting the public realm and activity of the interior to these streets and to the wider neighborhood.

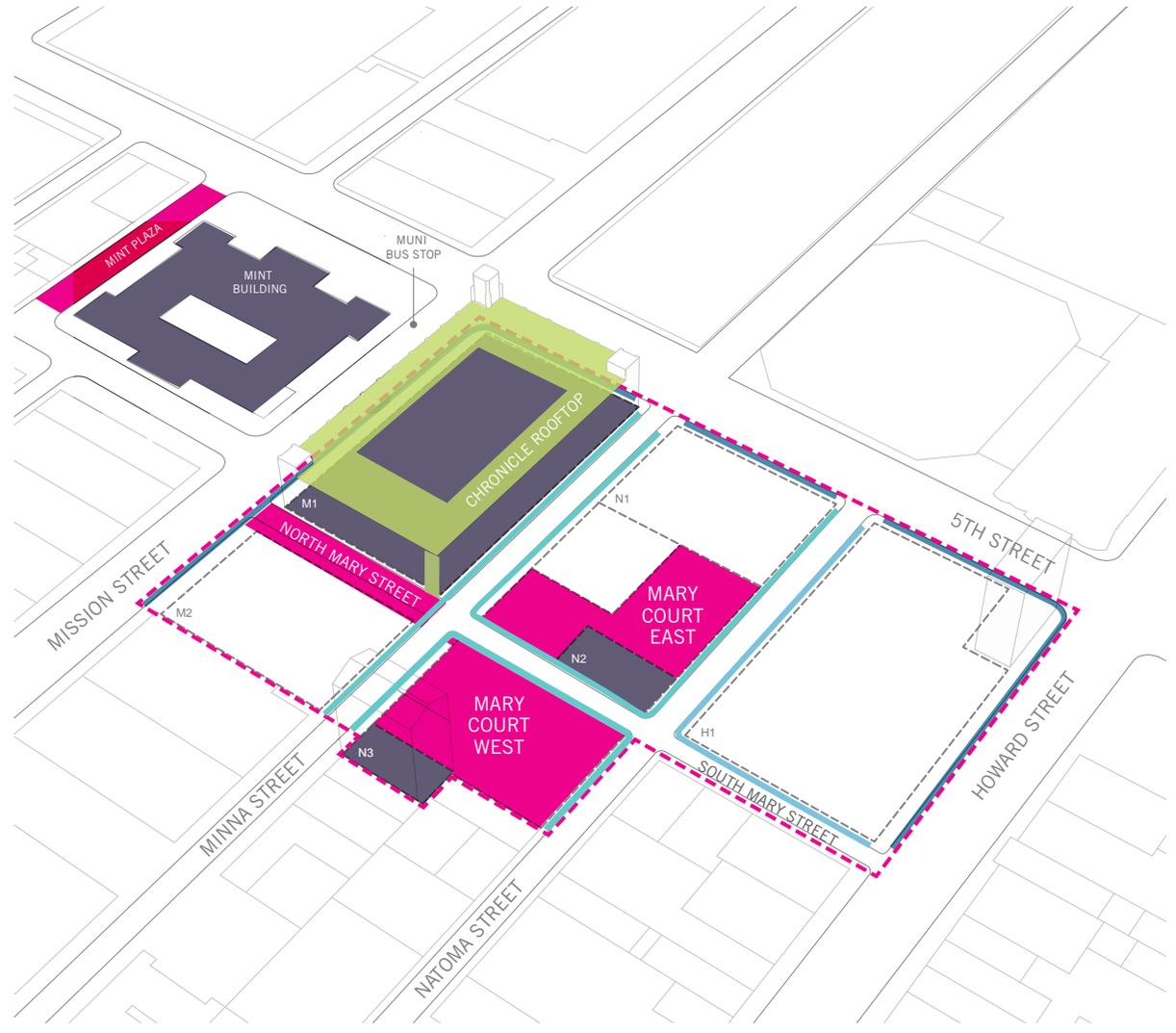


Fig. 4.1 Streetscape Areas (within the Public Realm)

Streetscapes Legend

- Pedestrian-Only
- Historic Building
- Interior Streetscape
- Perimeter Streetscape
- Site Boundary

craft

4.2 ACTIVE GROUND PLANE

The design of the ground plane should prioritize connectivity – providing paths of circulation through exterior open space as well as interior activated spaces. Active uses and permeable edges are critical, allowing uses to extend into the exterior public space and interior circulation space. Transparency to retail as well as active offices, arts, and other uses provides opportunities for visual engagement even without any physical access.

The sample plan shown in Figure 4.2 describes one possible scenario of the ground plane with circulation paths and active, varied uses. Refer to Figure 5.5.5 in Section 5.5 Building Form + Massing: Ground Floor for specific locations of entries.



Ground Plane Program Legend

- Lobby
- Public Space
- Retail
- Food Retail (ex. Market, Restaurant, Stalls, etc)
- Art / Community
- Active Office (ex. Co-Work Space)
- Building Core and Services

Fig. 4.2 Ground Plane Uses – Sample Plan

4.3 OPEN SPACE OVERVIEW

5M carries the Generation Five urban typology forward by providing open space as a shared amenity for residential or office users as well as the larger neighborhood.

4.3.1 GENERATION FIVE OPEN SPACE

Given the communal and cross-activated nature of the Generation Five public realm, the requirements for commercial open space may be satisfied by any publicly accessible open space located within the District. Similarly, the requirements for common residential open space may be satisfied by open space provided for the use of the public or commercial tenants, in accordance with Section 4.3.2 Usable Open Space - Residential.

4.3.2 USABLE OPEN SPACE – RESIDENTIAL

Total square footage of required residential open space (herein Usable Open Space) shall be provided for each dwelling unit according to Planning Code. On a District wide basis, at least 15 percent of all required open space shall be exclusively for residential use and be located on buildings containing residential uses, or at ground level immediately adjacent to and directly accessible from buildings containing residential uses. Private residential open space may be provided on up to 10 percent slope.

4.3.3 PRIVATELY OWNED PUBLIC OPEN SPACE (POPOS) – COMMERCIAL

Total square footage of commercial open space (i.e. Privately Owned Public Open Space or POPOS) shall be provided according to Planning Code.

4.3.4 OPEN SPACE LOCATION

Usable Open Space and POPOS may be provided throughout the 5M District rather than on a specific lot.

A minimum of 50 percent of the required commercial open space (POPOS) shall be provided at grade.



Upper level open spaces are opportunities for planting and seating, as well as unique perspectives on the City and adjacent buildings.

Highline / New York, NY



Open air markets, fairs, concerts, arts/fabrication festivals, and informal play, are typical opportunities (among others) for at-grade open spaces.

Ferry Building Plaza / San Francisco, CA

Fig. 4.3.1 Generation Five Open Space Examples

draft

OPEN SPACE	SIZE (SQ. FT.)	REQUIREMENT FULFILLED	
		COMMERCIAL (POPOS)	RESIDENTIAL (USABLE OPEN SPACE)
PUBLIC OPEN SPACE	49,000		
CHRONICLE ROOFTOP	23,000		X
MARY COURT EAST (MC1+MC2)	14,600	X (partial)	X (partial)
MARY COURT WEST (MC3)	11,400	X	
PRIVATE OPEN SPACE	5,900		
M2 TERRACE	3,600		X
N1 PRIVATE OPEN SPACE	2,300		X
H1 TERRACE	OPTIONAL, NOT INCLUDED		
ADDITIONAL PUBLIC OPEN SPACE / PEDESTRIAN ENHANCEMENTS	3,200		
N. MARY ST PEDESTRIAN IMPROVEMENT (ROW NOT INCLUDED)	1,600	X	
S. MARY ST PEDESTRIAN IMPROVEMENT	1,600	X	
TOTAL GSF	~58,100	~50,600	~28,900

Table 4.3.1 Estimated Open Space Scenario (upon full completion)



Fig. 4.3.4 Open Space Typologies and Locations



4.4 MARY COURT

Mary Court is planned as a highly versatile, active, urban open space that will serve the needs of the 5M tenants and residents as well as the neighboring SoMa communities and the greater City.

Complementing the nearby Yerba Buena Gardens and the proposed Chronicle Rooftop, which provide green respites within the city, Mary Court is a platform for creativity and interaction. Primarily hardscaped with flexible structures, the space is intended to facilitate a range of informal and formal activities, including:

- play space for kids (and adults),
- dance performances,
- plays and live music,
- interactive art installations,
- art exhibitions,
- general seating and people watching,
- café and/or temporary retail kiosks,
- program containers and pods,
- food trucks, and
- festivals and weekend markets.

An overhead canopy structure is also envisioned, in select locations, to provide an armature for lighting and space heating elements, sculpture and public art, as well as recreational play elements. The canopy will provide users with additional shelter and protection from the wind and rain.



Creative play sculpture / Santa Monica, CA



Flexible open space with movable seating supports multiple types of activities and events; the canopy provides shelter and an armature for open space infrastructure

Mint Plaza / San Francisco, CA

Fig. 4.4.1a Mary Court Program Precedents

draft

4.4 MARY COURT CONT.

4.4.1 PROGRAM ZONES

Public usable open space shall provide opportunities for informal and formal activities, both passive and active, to invite people of different generations, cultures, and pastimes in the space. Mary Court West and Mary Court East both shall allow usage of the space in its entirety for large events as well as subzones for smaller concurrent events. Zones shall be differentiated by programming, site furnishings, and/or material treatments.

4.4.2 MAXIMUM NON-OCCUPIABLE AREA

Within the proposed ground level open space, no more than 5 percent of usable public open space area shall have non-occupiable architectural, landscape, or structural elements at grade. Examples of non-occupiable elements include: utility/storage enclosures, structural posts, or planters that do not serve as seating or an occupiable function.

4.4.2 GUIDELINES: MAXIMUM NON-OCCUPIABLE AREA

Fenced-off and non-occupiable green spaces are discouraged.



NOTE: Required square footage of open space to be provided excluding footprint of temporary enclosures, if any.

Fig. 4.4.1b Mary Court West – Example Illustrative Plan

draft



NOTE: Required square footage of open space to be provided excluding footprint of temporary enclosures, if any.

Fig. 4.4.1c Mary Court East– Example Illustrative Plan

4.4 MARY COURT CONT.

4.4.4 OVERHEAD STRUCTURES

Overhead structures in open spaces, such as trellises, canopies, trusses, latticework, theater grids, and scaffolding, shall be permitted within public usable open space. Such structures shall occupy a maximum of 30 percent of the total area of public usable open space and shall maintain a minimum of 50 percent open to the sky, measured as a percent of the horizontal area of the structure. Overhead structures, where horizontal, shall have a minimum clearance of 15 feet and a maximum average thickness of 18 inches. See Figure 4.4.4.

4.4.4 GUIDELINES: OVERHEAD STRUCTURES

Overhead structures are encouraged to be greater than 50 percent open to the sky.

Overhead structures should promote programmability, supporting a flexible platform for art, lighting, screening, furniture, play, utilities, and ephemeral components and installations.

4.4.5 MARY COURT ENCLOSURES

Enclosures are structures that circumscribe a space on all sides, which may or may not include a roof. Enclosures in Mary Court shall support the creative nature and operability of the public open space. Spaces permanently dedicated to retail or non-public uses shall not be counted as open space. See Figure 4.4.5.

4.4.5 GUIDELINES: MARY COURT ENCLOSURES

Transparency: Enclosures should prioritize transparency, with opaque and screened areas used for utilities, storage, and facilities needing privacy.

Industrial Character: Enclosures should support the activation of the public realm and advance the contemporary, innovative, urban, or industrial qualities of the project. Enclosures are encouraged to also serve as frameworks for art intervention, public contribution, or natural ecologies.

Enclosures should embed enticing uses and programmatic features within them that draw and hold public attention and participation.

4.4.6 GUIDELINES: MAXIMUM PUBLIC SPACE ENCLOSURE

Enclosed spaces may be provided as part of the public open space, provided they are maintained as open to the public during business hours at a minimum and no more than 10 percent of the public space site area is enclosed.



Fig. 4.4.4 Overhead Structure Examples



Living Innovation Zone / San Francisco, CA



Center Pompidou Metz / Metz, France



Proxy SF / San Francisco, CA

Fig. 4.4.5 Mary Court Enclosure Examples

4.5 CHRONICLE ROOFTOP

The roofscape atop the retained Chronicle Building is envisioned as a new civic open space—an exciting perch above the City’s streets, host to a wide range of daytime and nighttime activities.

The privately-owned public open space rooftop space may include retail or activating use, and an enclosure to house mechanical equipment. Program areas and elements envisioned for the public rooftop may include:

- Green softscape areas
- Public Greenhouses
- Urban agriculture
- Water features
- Cafe and/or food kiosk
- Wood Deck



City Hall / Toronto, Ontario



Rosendals Trädgårdscafé / Stockholm, Sweden

Fig. 4.5.1a Chronicle Rooftop Inspiration

4.5 CHRONICLE ROOFTOP CONT.

4.5.1 PROGRAM ZONES

Public usable open space shall provide opportunities for informal and formal activities, passive and active, to invite people of different generations, cultures, and pastimes into the space. The Chronicle Rooftop shall include zones within the larger whole to allow use of the whole space for large events or in parts for smaller activities and events. Zones shall be differentiated by programming, site furnishings, and/or material treatments.

4.5.2 ROOFTOP ACCESS

Public access shall be provided to the rooftop open space by a public elevator. The public elevator shall be directly accessible from the street. The elevator, or signage to it, shall be visible from Mission Street.

4.5.3 GUIDELINES: MAXIMUM PUBLIC SPACE ENCLOSURE (ROOFTOP)

Enclosed spaces may be provided as part of the public open space, provided that they are maintained as open to the public during business hours at minimum and no more than 10 percent of the ground area is enclosed. Enclosed spaces are defined as occupiable spaces circumscribed on all sides, and may include public greenhouses or winter garden spaces.

4.5.4 GUIDELINES: CHRONICLE EXTERIOR CHARACTER

The design of the Chronicle Rooftop, in particular any additions or enclosures, should respect and celebrate the integral elements of the building, such as the clock tower, and the bay structure. See *Section 6.7.2 Architectural Design: Existing Structures: Chronicle Upper Level Setbacks*.

For more information on Roof Guidelines see *Section 6.6.1 Architectural Design: Roofs and Utilities: Roof System*.

4.5.5 GUIDELINES: SOCIAL GREENHOUSES

The Social Greenhouses are envisioned as flexible spaces with comfortable lounge seating. The greenhouses can also be used more conventionally to grow things. They should be configured to help buffer the prevailing winds. At night, they may be lit, acting as subtle beacons to passersby and announcing the rooftop as a beckoning new public space. The Farm is envisioned as an urban agriculture demonstration garden growing fresh produce for local restaurants.

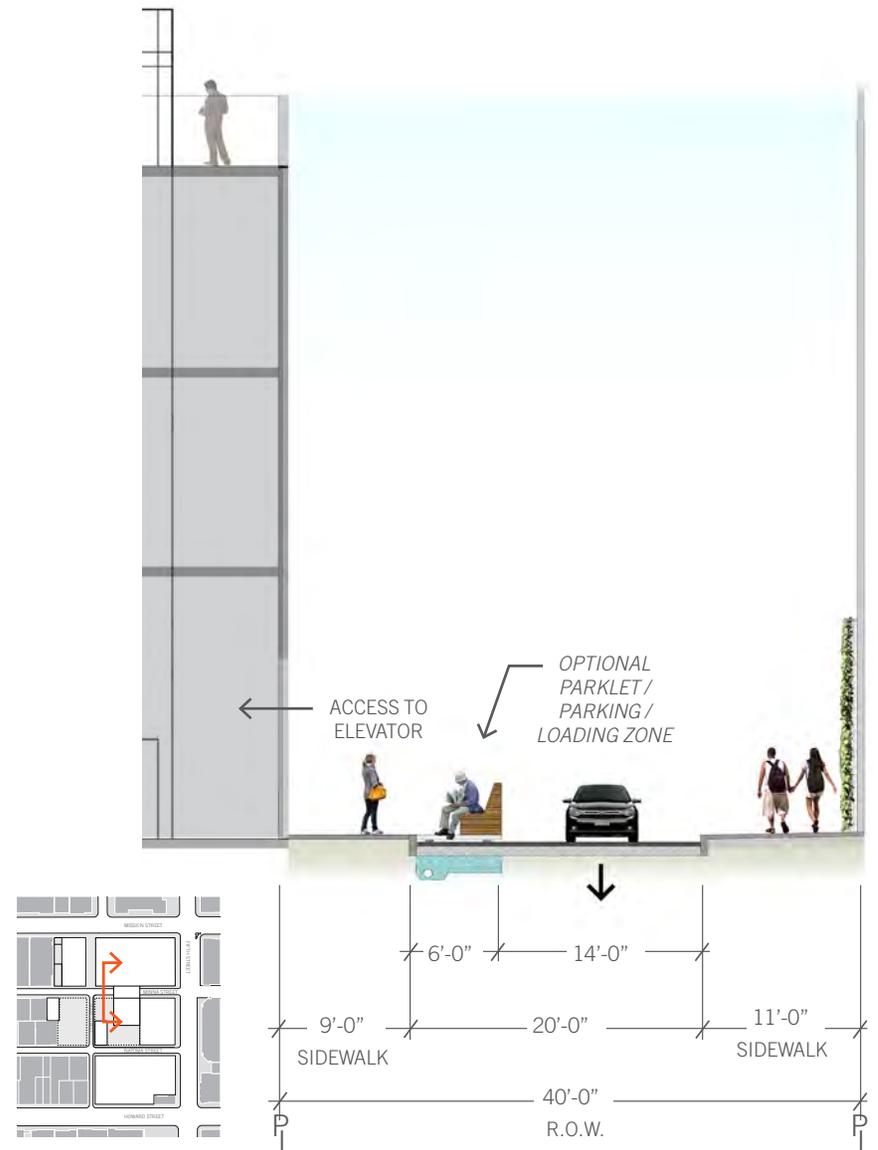


Fig. 4.5.2 Section: Elevator Access to Rooftop (at Minna/Mary Street)

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Stanley Park / Westfield, MA

Fig. 4.5.5 Social Greenhouse Example

©SITE/LAB urban studio

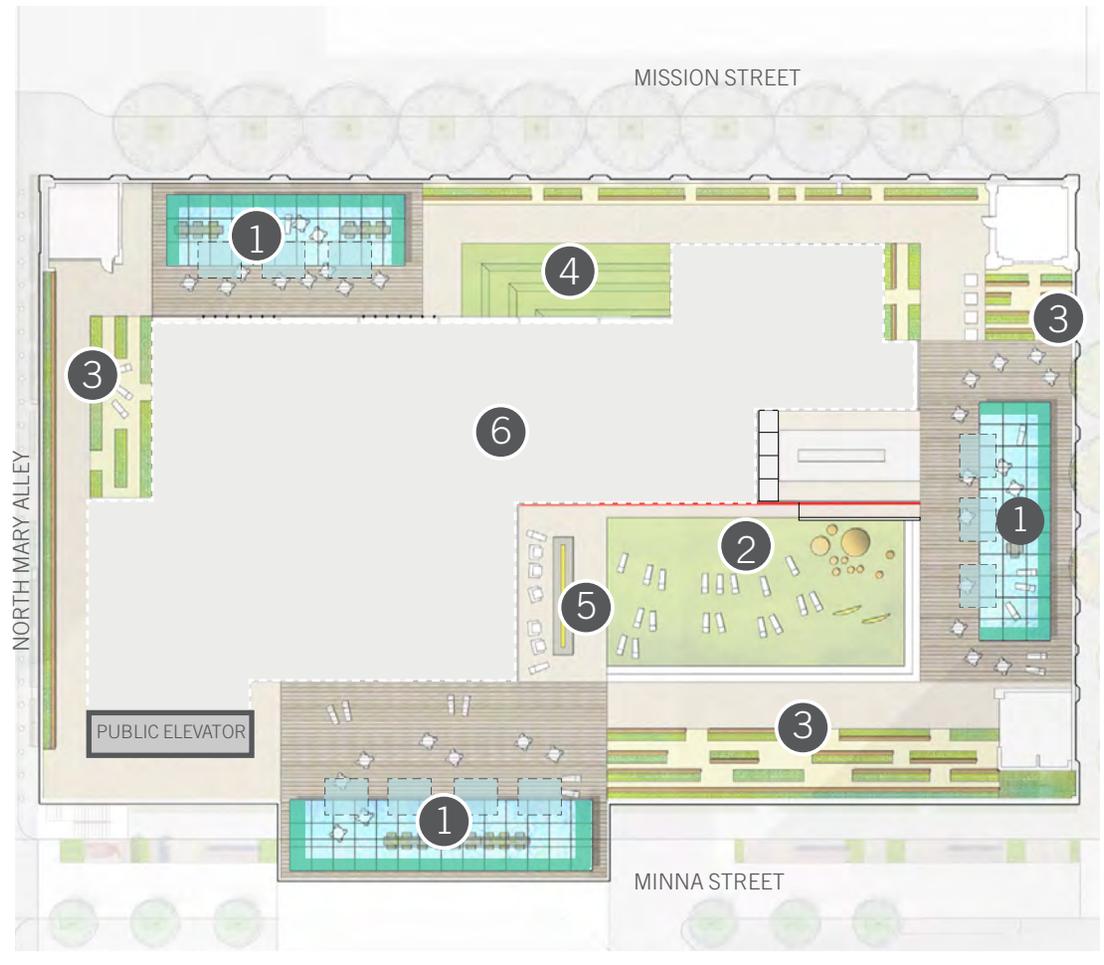


Fig. 4.5.1b Chronicle Rooftop - Example Illustrative Plan

- ① PUBLIC GREENHOUSES
- ② SYNTHETIC TURF WITH RADIANT HEAT
- ③ FARM
- ④ LOUNGING LAWN
- ⑤ FIRE BENCH
- ⑥ ZONE OF MECHANICAL

draft

4.6 WIND AND SUN

The cool microclimate of San Francisco presents challenges for creating usable outdoor spaces that are comfortable – particularly in the summer months when the wind-driven fog layer drifts in and out across the City on a near daily basis. Protection from the prevailing winds and access to the sun are design considerations for public spaces at 5M.

4.6.1 WIND BAFFLING

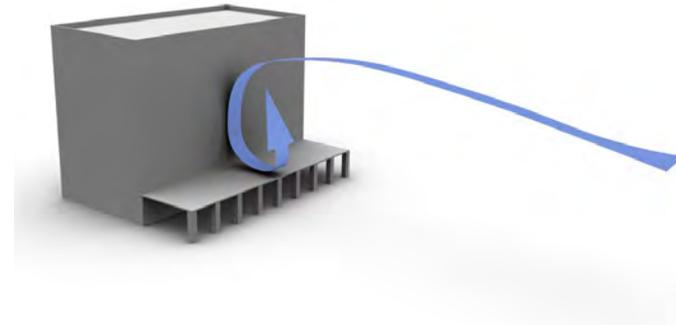
The architecture and landscape shall incorporate strategies and elements to provide comfort in the public realm. Any design elements related to wind mitigation shall be incorporated as part of the overall landscape or architecture, or as an art feature. Figure 4.6.1b shows priority areas where wind baffling measures may be most effective.

4.6.1 GUIDELINES: WIND CONDITIONS

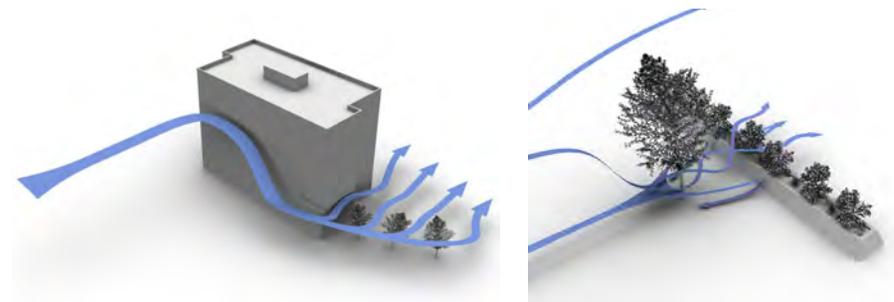
Elements to break or diffuse the current of the wind may include scaffolding and canopies, fabric structures, strategic positioning of landscape planting, architectural elements from upper level setbacks to façade articulations, and similar wind-baffling treatments and features.

4.6.2 GUIDELINES: SOLAR ACCESS

Open spaces should recognize opportunities for spaces of sun and warmth, and wherever feasible include strategies to increase and extend the hours of comfort and use, including outdoor heating and lighting.



Canopy/ Colonnade



Landscaping

WIND MITIGATION STRATEGIES

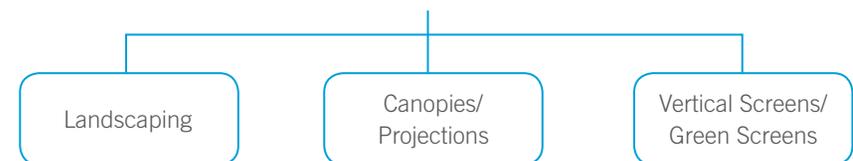


Fig. 4.6.1a Wind Mitigation Strategies

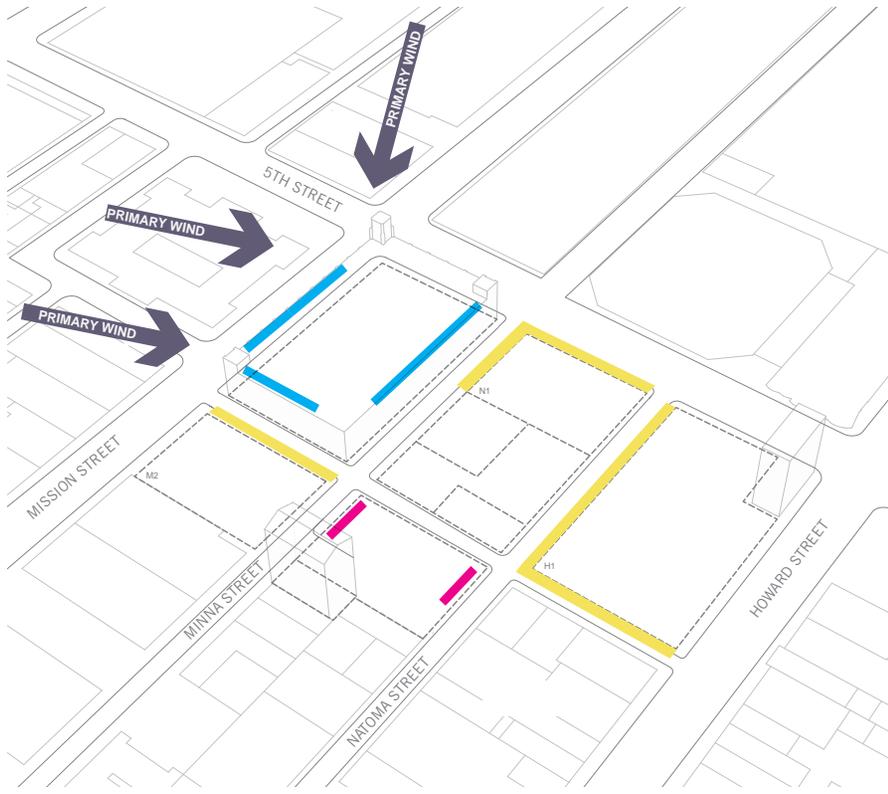


Fig. 4.6.1b Priority Areas for Wind Baffling Measures

Wind Priority Areas Legend

- Wind Feature (Ground)
- Wind Feature (Rooftop)
- Wind Feature (Overhead)

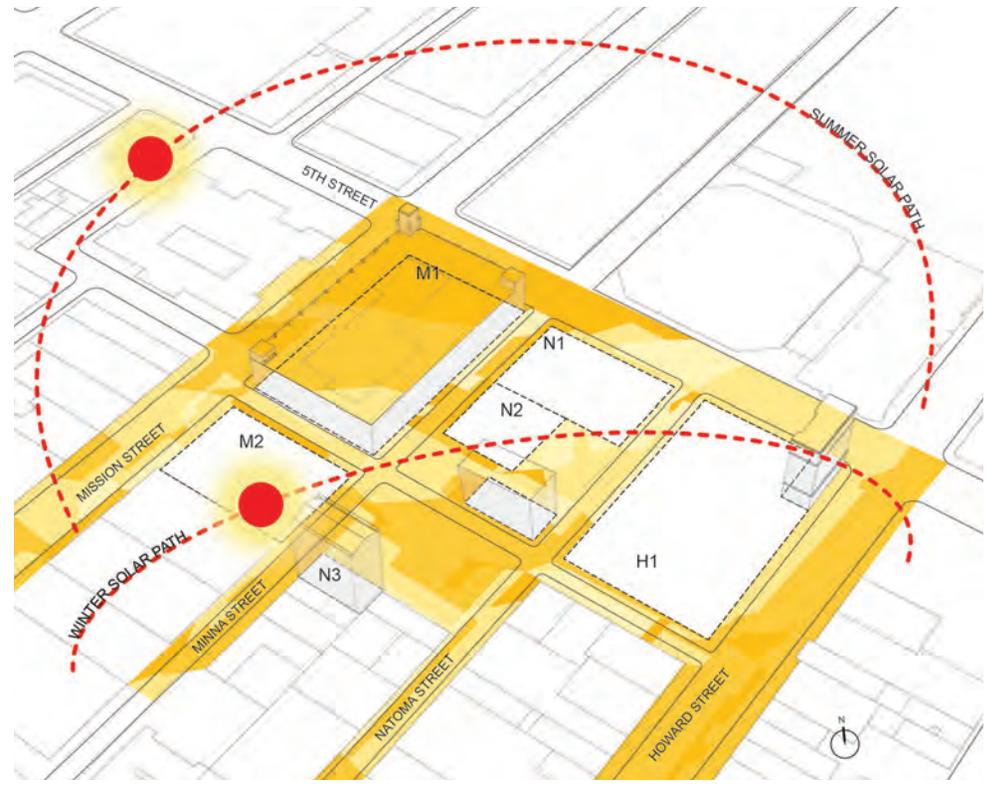


Fig. 4.6.2 Existing Site Orientation and Solar Access

Sun Access Legend

- MORE SUN
- LESS SUN

4.7 STREETS AND ALLEYS

The streets and alleys at 5M range from serving pedestrians to managing loading and garbage collection. In all cases, the urban pedestrian experience is a key consideration in the formal and operational design of each streetscape.

STREET TYPES

Paseo: Paseos are pedestrian-only alleys that prioritize the street's use as pedestrian space. The paseo within the District is North Mary.

Shared Public Way: Shared public ways are public rights-of-way designed for pedestrian use that also permit vehicles and bicycles to share the space. The shared public ways within the District are Central Mary and South Mary.

Interior Streets: Interior streets, while still pedestrian-oriented, must accommodate increased levels of vehicular and loading activity within the District. The interior streets within the District are Minna, Natoma, and Mary.

Perimeter Streets: Perimeter streets connect the activity of the interior to these streets and to the wider neighborhood. The three perimeter streets within the District are Mission, Fifth and Howard.

Find additional information on street type designations in the San Francisco Better Streets Plan.

4.7.1 SIDEWALK WIDTHS

All streets and alleys within the District shall provide the minimum sidewalk widths identified in Table 4.7.1. See Figures 4.7.1b for specific street and sidewalk widths.

	STREET OR ALLEY	BSP STREET TYPE*	BORDERING STREETS	EXISTING WIDTH (N/S, E/W)	REQUIRED MIN. WIDTH	PROPOSED WIDTH (N/S, E/W)
A	MISSION	Downtown commercial		- / 15'	10'*	Existing
B	5TH ¹	Downtown commercial	Mission & Howard	- / 10'	10'*	- / 18'
C	HOWARD	Mixed-Use		11'-6" / -	12'	12' / -
1	NORTH MARY	Paseo	Mission & Minna	-	6'***	N/A (Pedestrian only alley)
2	CENTRAL MARY	Alley (Shared Public Way)	Minna & Natoma	5' / 5'	9'	Existing / 10'
3	SOUTH MARY	Alley (Shared Public Way)	Natoma & Howard	- / 6"	6'***	Existing
4	MINNA	Alley	5th & Mary	9' / 11'	6'	Existing
5	NATOMA ²	Alley	5th & Mary	6' / 7'-6"	6'	8' / 8'

Table 4.7.1 Sidewalk Widths

*Per San Francisco Street Types Map (v. 7, 5/15/2012), per Better Streets Plan, SFPD and Downtown Streetscape Plan

**Does not include building setback

¹One loading area of 8' x 60' permitted within sidewalk width per block.

²Sidewalks may narrow as needed for trucks to exit H1 onto 5th Street.

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4.7 STREETS AND ALLEYS CONT.

4.7.2 PEDESTRIAN-ONLY ALLEY (PASEO)

Pedestrian-only alleys shall provide amenities, including seating, landscaping, pedestrian lighting, retail displays, café access, and opportunities for temporary kiosks and/or food and retail trucks. See *Section 4.8 North Mary Street*.

4.7.3 SHARED PUBLIC WAY

Streets designated as shared public ways shall prioritize pedestrian usage by including design elements like special paving, shallow curbs, landscaping, and street furnishing. Shared public ways shall also accommodate vehicles and loading at reduced speeds. As per the requirements of ADA, the vehicular path of travel shall be physically demarcated for people with visual impairments.

4.7.3 GUIDELINES: SHARED PUBLIC WAY

Design should encourage reduced speeds without impeding circulation and access. Interior streets should feel safe and comfortable and integrate parking or loading access into the overall District streetscape design. Examples include, but are not limited to, raised traffic table, chicanes, etc.

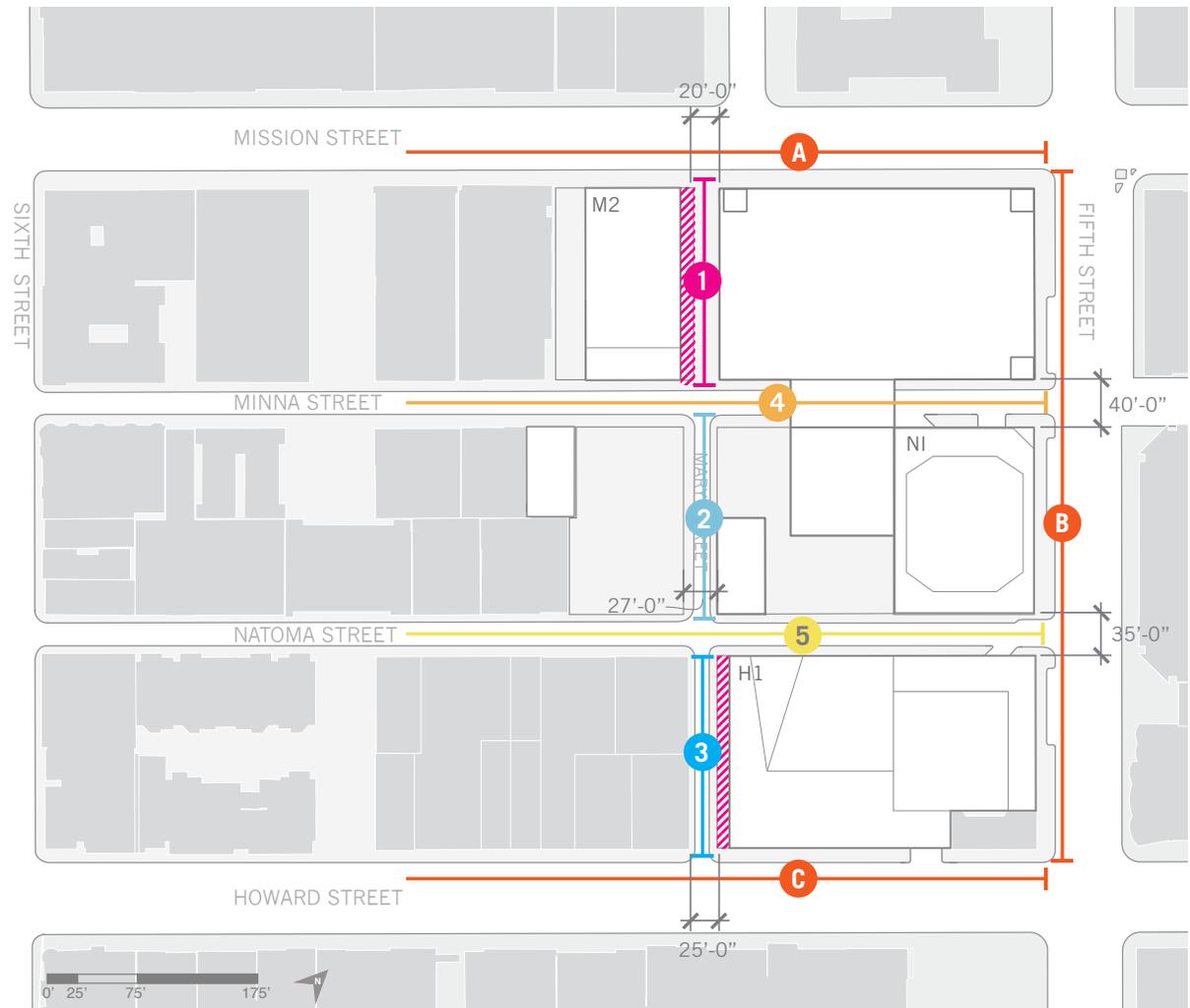
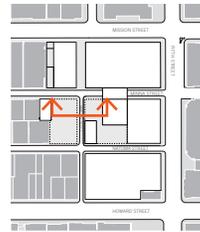
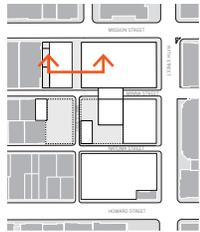


Fig. 4.7.1a Street Types

Street Types Legend

 Building setback area



North Mary



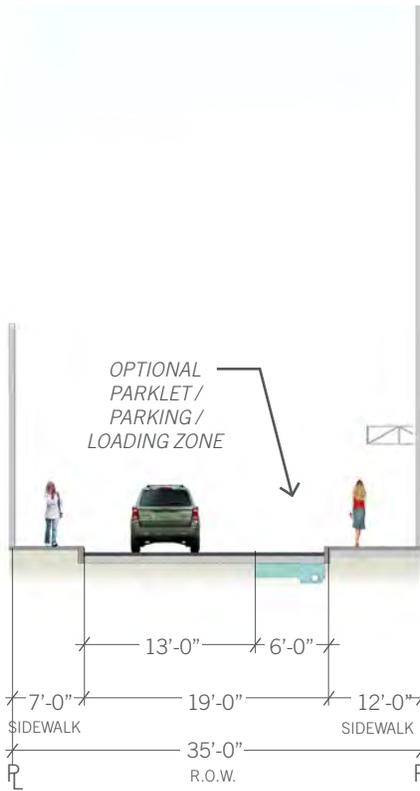
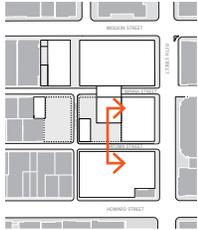
Central Mary



South Mary (Existing)

Fig. 4.7.1b Street Sections

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Natoma Street

Fig. 4.7.1b Street Sections cont'd



Rue du Tresor / Québec, Canada

Fig. 4.7.2 Paseo Example



Raised Crosswalk at Palouk / Prague-Strašnice, Czech Republic

Fig. 4.7.4 Interior Street Example



Linden Street / San Francisco, CA

Fig. 4.7.3 Shared Public Way Example



20th Street / San Francisco, CA

Fig. 4.7.5 Perimeter Street Example

4.8 NORTH MARY STREET

As a pedestrian-only street, the North Mary paseo shall be closed to traffic to create a vibrant pedestrian connector linking Mary Court to Mission Street and Mint Plaza, activated by retail, restaurants, outdoor dining and shopping.

4.8.1 GROUND FLOOR ACTIVATION

The storefronts and façade of the M2 building shall include transparency and active uses per *Section 5.5 Building Form + Massing: Ground Floor*. At least three entrances shall be located within the recommended café zone along North Mary Street.

4.8.1 GUIDELINES: GROUND FLOOR ACTIVATION

Site furnishings and removable elements, such as art and temporary seating, are encouraged within the right-of-way to activate space. The access and entrance to the Chronicle building's public rooftop (elevator lobby and potential exterior stair) should be located near the intersection of Mary Alley and Minna Street, fire code permitting. See *Section 4.5.2 Chronicle Rooftop: Rooftop Access*.

4.8.2 CAFE ZONE

The inclusion of a "café zone" on Minna Street along the M2 frontage is encouraged.

4.8.3 GUIDELINES: CANOPIES AND PROJECTIONS

Within the open space, an overhead canopy structure or other localized installation is recommended to span the café zone for shelter from the wind and rain while also providing an armature for lighting, signage and space heating elements.

The Chronicle building façade fronting the street lacks transparency, but should be enlivened with art, pop-up retail kiosks and green screen or green wall landscape

enhancements. For detailed standards, refer to *Section 6.5 Architectural Design: Projections*.

4.8.4 GUIDELINES: LIGHTING AND ART

The alley space should be lit with pedestrian scale lighting – simple light poles, bollard lights or lighting integrated into the café zone overhead canopy structure.

Artwork or surfaces available for art installation should be integrated into the alley design.

4.8.5 GUIDELINES: RAISED CROSSWALKS

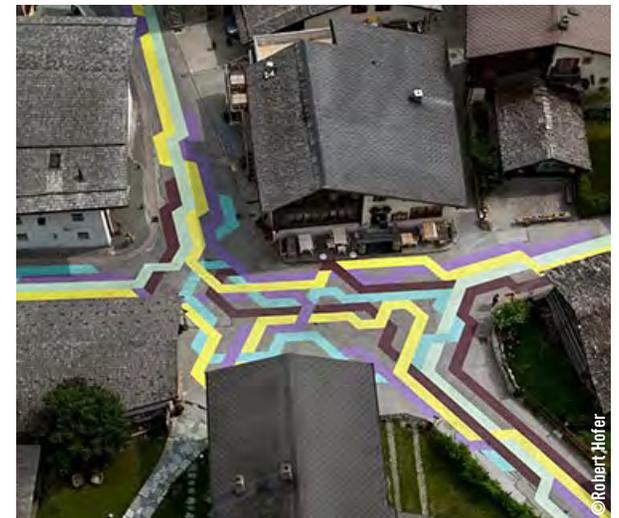
For the purpose of traffic calming, the use of raised crosswalks / speed tables is encouraged in the vicinity of Mary Court at the North Mary/Minna and the South Mary/Natoma intersections. Raised crosswalks may be unit pavers, colored or imprinted asphalt or concrete with integral color, special pattern and texture.



Etched concrete / San Francisco, CA



Painted concrete



Street Painting #5 / Vercorin, Switzerland

Fig. 4.8.4 Art: Decorative Alley Design

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4.9 SITE FURNISHINGS

Site and street furnishings in the public realm are intended to complement the adjacent architecture and add vitality, comfort and pedestrian amenity.

4.9.1 SITE FURNISHINGS PALETTE

Site furnishings include café seating, lounge seating, benches, bike racks and receptacles. Benches should be a mix of social and/or individual types. Moveable seating and tables shall comply with DPW permit requirements. All permanent furnishings shall be high-quality and durable.

4.9.2 SEATING

Provide a variety of seating opportunities for all users. Seating shall be provided at North Mary Alley, Mary Court, at the Chronicle Rooftop.

4.9.3 RECEPTACLES

Multi-bin trash/recycling/compost receptacles shall be provided at street corners, at bus stops and adjacent to restaurant/retail uses, with a minimum of one per intersection. Provide simple, functional bins of durable metal construction with clear labeling.

4.9.2 GUIDELINES: SEATING

Benches and seating should be oriented to create social spaces. The use of simple, modern, colorful, playful furnishing designs is encouraged. Café seating should be located at restaurants and markets (eg. along M2 frontage of North Mary Alley). Lounge seating should be strategically placed at Mary Court and Chronicle Rooftop for afternoon sun. Fixed seat walls/benches integrated with open space and parklets, where provided.

4.9.4 GUIDELINES: BIKE RACKS

Class 2 Bike racks provided per *Section 7.2 Circulation + Transportation: Bicycle Storage and Support* are encouraged to be located in site furnishing zones. Simple functional bike racks (stainless steel inverted-U or ring style) should be cohesively designed with street furniture. Bicycle Parking location requirements, shall be provided per *Section 7.2 Circulation + Transportation: Bicycle Storage and Support*. Bike parking is encouraged to be provided at plaza areas, building entries, adjacent to bus stops, and on bulb-out/curb extensions where parked bicycles will not block pedestrian thoroughway. Bike racks are to be integrated with parklets, where provided.

4.9.5 GUIDELINES: AMENITIES

In café zones, Mary Court, and Chronicle Rooftop, outdoor or overhead heaters are encouraged to extend comfort and utility of the spaces into the evening.

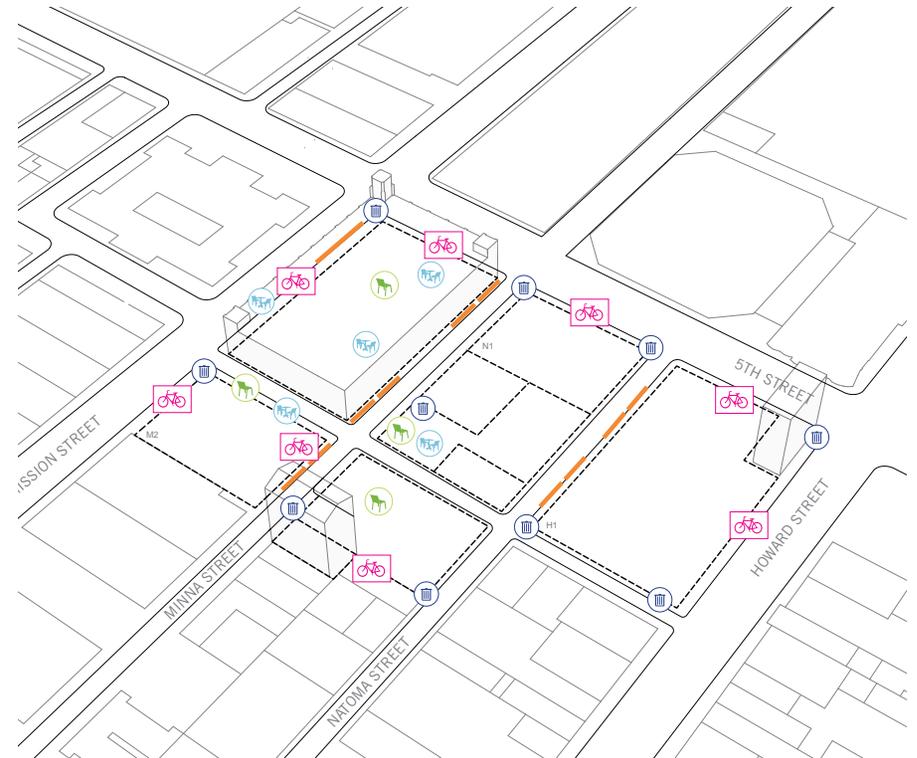


Fig. 4.9.1 Site Furnishings Palette and Zones (all locations are approximate)

Site Furnishings Legend	
	Waste Bins (trash/recycle/compost)
	Cafe Tables and Chairs
	Lounge Seating
	Class 2 Bike Racks
	Bench Seating



Consistent linear layout without back, two-way facing



Grouped seating with backs, one-way facing outward



Seating with back, one-way facing

Fig. 4.9.2 Seating Examples



Fig. 4.9.4 Bike Rack Examples



draft

4.10 PAVING MATERIALS

Paving materials used in the public realm should reinforce the concept of 5M as a unique extension of the urban fabric and promote site sustainability.

4.10.1 GUIDELINES: PAVING MATERIALS PALETTE

The materials recommended for streetscape and plaza paving are common hardscape materials, utilitarian in nature—scored concrete, enhanced asphalt and precast concrete or asphalt unit pavers. The use of enhanced color and textural finishes is recommended to provide these common materials with an upgraded architectural expression that will lend distinction to the 5M project. The use of standard hot-rolled asphalt paving is prohibited. Paving materials and systems should maximize stormwater infiltration and minimize surface runoff.

4.10.2 GUIDELINES: PERIMETER STREET SIDEWALKS

For public sidewalks adjacent to the building faces on perimeter streets, the City's DPW standard 3' x 3' grid of scored cast-in-place concrete should be used for paving (or other applicable DPW standard paving). The courtesy strips adjacent to the curb including the street tree planting zone, should use dark gray precast concrete unit pavers. These pavers, placed on an aggregate base (consistent with the details developed by the City's DPW) should create a permeable pavement zone.

Standard sidewalk paving in the furnishings zone adjacent to the curb should be dark grey permeable unit pavers, either precast concrete or stone.

For paving on public sidewalks along perimeter streets, a charcoal grey integral color is recommended with silicon carbide or similar top-dressing to provide a silicon carbide sparkle finish, consistent with the sidewalks of the nearby SoMa convention center and Yerba Buena arts district.

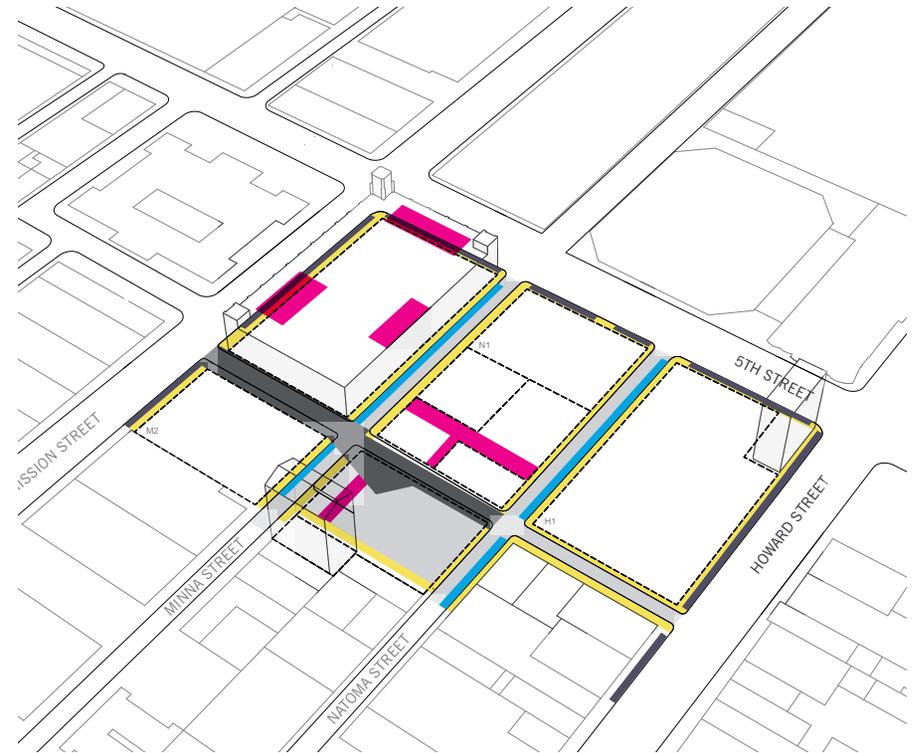


Fig. 4.10.1 Recommended Paving Materials Palette

Recommended Paving Materials Legend

- Sidewalks with enhanced finishes
- Enhanced Asphalt Unit Pavers (etched, stamped, pigmented)
- Permeable Asphalt
- Permeable Pavers (pre-cast concrete)
- Permeable Pavers at Sidewalks (pre-cast concrete)
- Wood Decking

4.10 PAVING MATERIALS CONT.

4.10.4 PEDESTRIAN-ONLY AREAS

The dedicated pedestrian plaza areas at Mary Court and North Mary Alley are areas where enhanced finishes and more expressive treatments for asphalt or concrete paving are required. The paving materials, finishes and colors shall be coordinated at both locations.

4.10.3 GUIDELINES: INTERIOR STREET SIDEWALKS

Standard sidewalk paving should be scored concrete with City Standard 3' x 3' scoring pattern. Sidewalk paving should also include special treatments such as charcoal gray integral color and special finishes or unit pavers.

For the interior street paving vehicular travel lanes, permeable asphalt is recommended. For the parallel parking lanes and areas under parklets (7-foot to 8-foot width), gray precast concrete permeable unit pavers are recommended. The alley streets should be pitched to drain to these parking / parklet strip infiltration zones.

4.10.4 GUIDELINES: PEDESTRIAN-ONLY AREAS

For North Mary Alley and Mary Court, asphalt unit pavers combined with accents of stamped, etched or pigmented asphalt or with accents of stamped, etched, sandblasted or pigmented concrete, or permeable concrete unit pavers are recommended. Painted treatments of asphalt are also encouraged.

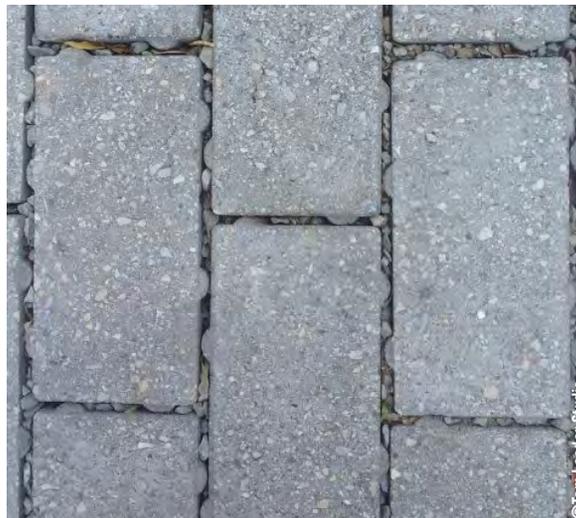
The color palette is recommended to be in the dark- to medium-gray range, with limited use of color accents other than those featured in an integrated art installation, such as a painted surface design.



Cast-in-Place Concrete



Permeable Paver Street Furnishings Zone



Permeable Paving



Fig. 4.10.3 Interior Street Sidewalks

Fig. 4.10.2 Perimeter Street Sidewalks

4.10 PAVING MATERIALS CONT.

4.10.5 CHRONICLE ROOFTOP

The Chronicle Rooftop's primary public access circulation areas shall be paved with durable, high quality materials that differentiate it from ground plane materials. Ground plane hardscape materials such as concrete and pavers are discouraged. If children's playground areas are proposed, a code-compliant safety surfacing, such as resilient rubber or wood fiber paving, shall be provided.

4.10.5 GUIDELINES: CHRONICLE ROOFTOP

Non-vegetative rooftop areas are encouraged to be paved with lightweight wood decking, certified sustainably-grown ipe or machiche hardwood, unfinished, to allow natural weathering. Other acceptable materials include hardiplank or equivalent. In secondary circulation areas, such as the urban farm or edible garden program area, -ornamental gravel is recommended. At raised planter areas, durable edging materials, such as steel or aluminum header, precast concrete or stone, are recommended.



Wood Decking



Gravel



Fig. 4.10.5 Chronicle Rooftop Area Examples

4.10 PAVING MATERIALS CONT.

4.10.6 CURB AND GUTTER

Standard curbs and gutters shall be concrete per City Standard. However, shallow curbs or defining movement zones with flush paving bands or bollards is permitted.

4.10.6 GUIDELINES: CURB AND GUTTER

In certain areas, curb and gutters may include special features such as integral color and special finishes, or the use of stone/granite.

4.10.7 GUIDELINES: DECORATIVE PAVING

The ground plane should be enhanced with special paving materials and finishes -- such as asphalt unit pavers, artistically etched asphalt, stone unit pavers or concrete unit pavers.

4.10.8 GUIDELINES: PERMEABLE PAVING

The use of permeable paving is encouraged in parking lanes and in areas that may be used for parklets.



Asphalt Unit Pavers



Stamped Asphalt



Etched Concrete



Port Seton

Fig. 4.10.7 Decorative Paving Examples

4.11 PLANT MATERIALS

Planting improvements within the public realm of 5M are intended to reinforce the urban character of the plazas, streets and alleyways. Plantings provide both visual amenity and environmental benefit. Plant material selection should emphasize strong plant forms, tolerance of wind and other site conditions, low water use and low maintenance, as well as the bio-filtration of stormwater runoff.

4.11.1 STREET TREES

Tree size at planting shall be 36" box size, minimum. See Figure 4.11.1a and 4.11.1b for street tree location requirements.

At intersections, trees and plants shall not obscure visibility to crosswalks, traffic signals, signs or street lights. Street tree setbacks at intersections shall be 25 feet minimum from the crosswalk on the approach side and 5 feet minimum from the crosswalk on the far side, consistent with SFDPW Director's Order 169.946.

To ensure optimal tree growth, tree wells shall be a minimum of 4 feet wide by 6 feet long by 4 feet deep. In addition, the use of an equivalent volume of structural soil under adjacent paving to improve tree growth is encouraged. Tree wells should have understory plants a maximum of 24 inches tall. Where heavy foot traffic or maintenance is a concern, tree wells may be paved with unit pavers or ornamental gravel and must be compliant with City approvals.

Greening Opportunity Zones Legend

	Green Screen		Street Tree
	Planter		Bio-Filtration Planter
	Green Roof		
	Multi-Purpose Green		

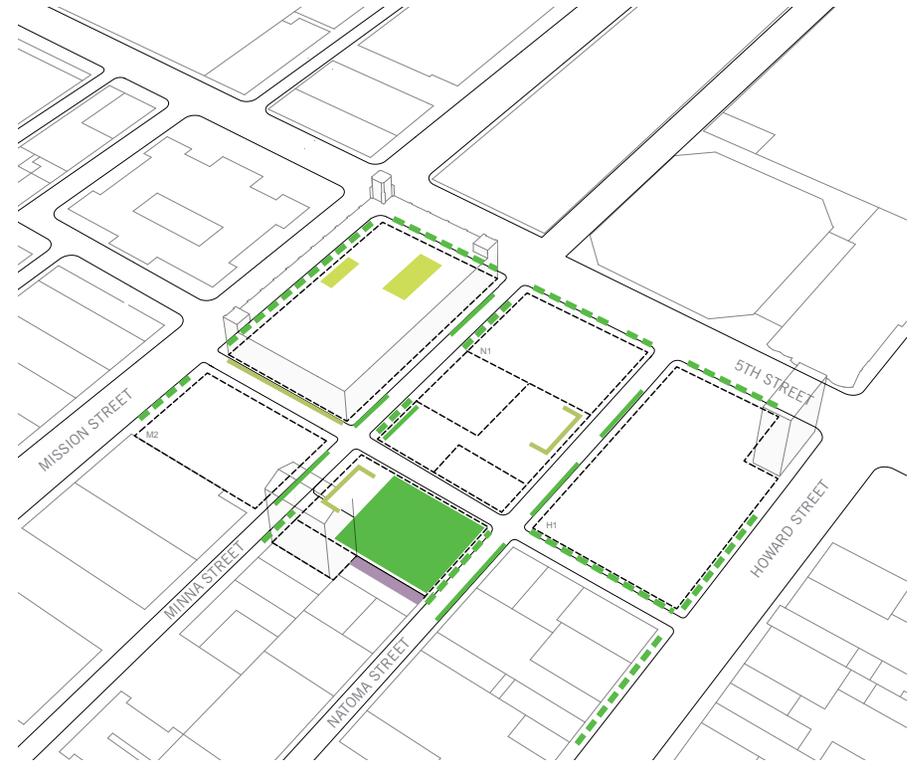


Fig. 4.11.1a Greening Opportunity Zones - Illustrative Example



Fig. 4.11.1b Street Sections

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4.11 PLANT MATERIALS CONT.

4.11.2 PERIMETER STREET TREES

A single row of street trees shall be planted in the site furnishing zone (as shown in Figure 4.9.1) along each perimeter street. The tree spacing shall not be greater than 30 feet on center. To introduce an element of play and creativity, sculptures may be interspersed with street trees at a maximum of one per block.

4.11.3 INTERIOR STREET TREES

Due to the narrow sidewalk conditions, street trees are not required on Natoma or Mary Streets. A minimum of 4 street trees shall be provided on both sides of Minna Street within the district.

4.11.1 GUIDELINES: STREET TREES

The list of tree species recommended as street trees are adapted to tough urban conditions and tolerant of wind. Tree species should be selected and scaled to the unique sidewalk dimensions of each street – larger growing species used on Mission and Howard Streets, and smaller growing species used on Fifth Street. The right-of-way and sidewalk conditions of the interior alley streets preclude the use street trees on these streets. For Minna, Natoma and Mary, a greening strategy employing the use of space-efficient green screens, green walls and/or planted parklets is recommended. The liberal use of green screens, green walls and parklets is encouraged.

A list of plants recommended as suitable for use within the District can be found in Figures 4.11.2b, 4.11.4, 4.11.5, 4.11.7. Most of these plants are also recommended by the City DPW's Department of Urban Forestry and Friends of the Urban Forest.

4.11.4 GUIDELINES: PARKLET PLANTS

Plant materials recommended for use in parklet planters, where provided, represent a mix of plants with strong architectural forms, locally-adapted Mediterranean climate plants, succulents from various arid climates and native California plants noted for their interesting form, flower, and/or foliage. See *Section 2.3 Design Framework: Public Realm Overview* for additional information on parklets.

4.11.5 GUIDELINES: GREENWALLS / GREEN SCREENS

Plant materials recommended for use on green walls, green panels and green screens are a mix of evergreen and flowering climbing vines, succulents and ferns, selected to offer a variety of contrasting plant colors and textures.

4.11.6 GUIDELINES: GREEN ROOF

Plant materials recommended for use on the Chronicle Rooftop are drought-tolerant turfgrass for the tilted lawn panel and a variety of edible produce plants in raised planters for the urban farm/edible garden area.

4.11.7 GUIDELINES: BIO-FILTRATION PLANTINGS

Bio-filtration of stormwater is an important function for any landscape planting area that receives runoff. Plants suggested for bio-filtration areas as required under the Project's Stormwater Control Plan, would generally be ornamental grasses, rushes and sedges— species tolerant of intermittent flooding during the rainy season and dryer conditions the rest of the year.



Sweetgum
(*Liquidambar styraciflua*)



Allee Chinese Elm
(*Ulmus parvifolia* 'Emer II')



Fruitless Olive (*Olea europea* 'Swan Hill')



Autumn Gold Maidenhair Tree
(*Ginkgo Biloba*)



London Plane Tree var.
(*Platanus acerifolia* 'Columbia')

Fig. 4.11.2a Street Trees

4.11 PLANT MATERIALS CONT.

The following trees are adapted to tough urban conditions, are tolerant of wind and are recommended for San Francisco's streets by the SF DPW's Urban Forestry Division and the Friends of the Urban Forest. The larger growing species are recommended for Mission and Howard streets while the smaller species are recommended for the narrower sidewalk conditions of Fifth Street.

SCIENTIFIC NAME	COMMON NAME	SCIENTIFIC NAME	COMMON NAME
<i>Arbutus x 'Marina'</i>	Marina Strawberry Tree	<i>Pittosporum undulatum</i>	Victorian Box
<i>Ginkgo biloba 'Autumn Gold'</i>	Autumn Gold Maidenhair Tree	<i>Platanus acerifolia 'Bloodgood'</i>	London Plane Tree var.
<i>Ginkgo biloba 'Princeton Sentry'</i>	Columnar Maidenhair Tree	<i>Platanus acerifolia 'Columbia'</i>	London Plane Tree var.
<i>Liquidambar styraciflua</i>	Sweetgum Tree	<i>Pyrus calleryana 'Chanticleer'</i>	Chanticleer Flowering Pear
<i>Liquidambar styra. 'Rotundiloba'</i>	Fruitless Sweetgum	<i>Tristaniopsis laurina 'Elegant'</i>	Water Gum var.
<i>Lophostemon confertus</i>	Brisbane Box	<i>Ulmus parvifolia 'Emer II'</i>	Allee Chinese Elm
<i>Olea europea 'Swan Hill'</i>	Fruitless Olive		

Fig. 4.11.2b Street Trees

The following plant palette represents a mix of Mediterranean plants, succulents from various arid climates, and native California plants noted for their form, flower, and/or foliage. These plants are well-adapted to local San Francisco microclimates and most are recommended for sidewalk landscaping by the SF DPW's Urban Forestry division.

SCIENTIFIC NAME	COMMON NAME	SCIENTIFIC NAME	COMMON NAME
<i>Achillea hybrids</i>	Yarrow	<i>Fragaria chiloensis</i>	Sand Strawberry
<i>Aeonium arboreum</i>	Aeonium	<i>Helleborus orientalis</i>	Lenten Rose
<i>Agave attenuata 'Nova'</i>	Foxtail Agave	<i>Heuchera maxima var.</i>	Island Alum Root
<i>Anigozanthos hybrids</i>	Kangaroo Paw	<i>Iris douglasii var.</i>	Pacific Coast Hybrid Iris
<i>Calamagrotis nutkaensis</i>	Pacific Reed Grass	<i>Lavandula var.</i>	Lavender
<i>Chondropetalum tectorum</i>	Cape Rush	<i>Limonium perezii</i>	Sea Lavender
<i>Clivia miniata hybrids</i>	Clivia- Yellow Hybrids	<i>Miscanthus 'Morning Light'</i>	Silver Grass
<i>Coleonema pulchrum</i>	Pink Breath of Heaven	<i>Nasella tenuissima</i>	Mexican Feather Grass
<i>Correa 'Dusky Bells'</i>	Australian Fuchsia	<i>Nepeta x faassenii</i>	Ornamental catmint
<i>Cycas revoluta</i>	Sago Palm	<i>Ophiopogon japonicus</i>	Mondo Grass
<i>Dicksonia antarctica</i>	Tasmanian Tree Fern	<i>Phormium tenax hybrids</i>	New Zealand Flax (dwarf varieties)
<i>Dietes bicolor</i>	Fortnight Lily	<i>Polystichum munitum</i>	Western Sword Fern
<i>Echeveria agavoides</i>	Hens and Chicks	<i>Rhamnus californica 'Seaview'</i>	Coffeeberry
<i>Eschscholzia californica</i>	California Poppy	<i>Rosmarinus officianalis var.</i>	Rosemary
<i>Equisetum hyemale</i>	Horsetail	<i>Salvia gregii</i>	Autumn Sage
<i>Erigeron karvinskianus</i>	Santa Barbara Daisy	<i>Tibouchina urvilleana</i>	Princess Flower
<i>Euphorbia characias wulfenii</i>	Euphorbia var.	<i>Tulbagia violacea 'Silver Lace'</i>	Society Garlic
<i>Festuca glauca 'Siskiyou Blue'</i>	Blue Fescue var.		

Fig. 4.11.4 Parklet Plants

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4.11 PLANT MATERIALS CONT.

The following plant palette represents a mix of flowering and evergreen vines, succulents and ferns.

SCIENTIFIC NAME	COMMON NAME	SCIENTIFIC NAME	COMMON NAME
<i>Bougainvillea 'San Diego Red'</i>	Bougainvillea var.	<i>Parthenocissus tricuspidata</i>	Boston Ivy
<i>Clytostoma callistegiodes</i>	Violet Trumpet Vine	<i>Passiflora var.</i>	Passion Vine
<i>Ficus pumila</i>	Creeping Fig	<i>Solanum jasminoides</i>	Potato Vine
<i>Hardenbergia violacea</i>	Happy Wanderer Lilac Vine	<i>Trachelospermum jasminoides</i>	Star Jasmine
<i>Hedera helix 'Needlepoint'</i>	Needlepoint Ivy		Fern varieties
<i>Jasminium polyanthum</i>	Pink Jasmine		Succulent varieties

Fig. 4.11.5 Greenwalls/Green Screens

The following plant palette represents those that best utilize material in filtration beds to treat wastewater.

SCIENTIFIC NAME	COMMON NAME	SCIENTIFIC NAME	COMMON NAME
<i>Baumea rubiginosa</i>	Striped Rush	<i>Juncus leseurii</i>	Common Rush
<i>Carex tumulicola</i>	Berkeley Sedge	<i>Juncus patens</i>	California Grey Rush
<i>Chondropetalum tectorum</i>	Cape Rush	<i>Nasella pulchra</i>	Purple Needlegrass
<i>Fragaria chiloensis</i>	Sand Strawberry	<i>Muhlenbergia rigens</i>	Deergrass
<i>Juncus effusus</i>	Pacific Rush		

Fig. 4.11.7 Bio-filtration Plantings

4.12 PRIVATE OPEN SPACE

4.12.1 GUIDELINES: COMMERCIAL PRIVATE OPEN SPACE

Open Space Distribution: Upper level terraces are encouraged, and encouraged to spatially relate to at-grade public open space, for example looking out over Mary Court East.

Flexibility: Private open space for commercial uses should have multi-use/multi-scaled spaces. Open spaces should provide opportunities for the individual worker to seek a moment of respite as well as ample space for congregating at larger-scale events. Programming that complements, but does not compete with, at-grade open space is encouraged in order to maximize the unique activity in the public realm.

Character: Private open space for commercial use should advance the contemporary, innovative, urban, or industrial qualities of the project. Design and materials are encouraged to be flexible, collaborative, operable, and industrial, as potential frameworks for art intervention, contribution, or plantings.

Plantings: Drought-tolerant species are encouraged.

Refer to *Section 4.3.3 Open Space Overview: Privately Owned Public Open Space (POPOS) - Commercial* for more information.



Rooftop Garden, Sansome Street / San Francisco, CA



Samsung Terrace

Fig. 4.12.1 Private Open Space for Commercial Uses

4.12 PRIVATE OPEN SPACE CONT.

4.12.2 GUIDELINES: RESIDENTIAL PRIVATE OPEN SPACE

Open Space Distribution: Private open space for residential uses are permitted at-grade, above access ramps, at upper levels, and rooftops. Upper level and rooftop open spaces are encouraged to spatially relate to at-grade public open space, for example looking out over Mary Court.

Flexibility: Private open space for residential uses should provide opportunities for repose, reading, art, gardening, farming, gathering, picnics, outdoor dining, parties, fitness and informal play. Areas of sun, shade, and light enclosure are encouraged to advance day and night usability throughout the seasons. Programming that complements, but does not compete with, at-grade open space is encouraged, to maximize the unique activity in the public realm.

Character: Private open space for residential use should advance the contemporary, creative, urban, or personal qualities of the project. Design and materials are encouraged to be flexible, collaborative, operable, and industrial, as potential frameworks for art intervention, contribution, or plantings.

Plantings: Drought-tolerant species are encouraged.

Refer to *Section 4.3.2 Open Space Overview: Usable Open Space - Residential* for more information.

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Roof garden / London, UK



Terrace SFMOMA / San Francisco, CA

Fig. 4.12.2 Residential Private Open Space



©Shane Rocco/ Forest City

Fig. 5.0 Chronicle Clocktower / San Francisco, CA

05.

BUILDING FORM + MASSING

- 5.1 Overall Building Massing
- 5.2 Building Heights
- 5.3 Base and Streetwall
- 5.4 Bulk Controls
- 5.5 Ground Floor

5.1 OVERALL BUILDING MASSING

Within a singular massing, a building has many components. At 5M, each building expresses each of these components within a singularly cohesive massing.

5.1.1 OVERALL MASSING

Each building shall express its components, illustrated in Figure 5.1.1a, and relationship to context, while maintaining a cohesive overall massing. Specific information in *Section 6.1 Architectural Design: District-Wide Building Treatment*.

→ **GROUND FLOOR.** The ground floor, or first floor, has specific design requirements in order to relate to the pedestrian and street. See *Section 5.5 Ground Floor*.

→ **BASE.** The base refers to the lower portion of the building where bulk controls do not apply. Base height, at which lower tower bulk controls begin, is regulated by floor plate controls; see *Section 5.4 Bulk Controls*. Base height is expressed as the Streetwall.

→ **STREETWALL.** The Base is visually expressed as the Streetwall. The Streetwall is the experience of the building along the street. The two key elements of the Streetwall are Frontage (how the building Base meets the sidewalk or property line) and Height (how the Base height is experienced on the street), per Figure 5.1.1b. The Streetwall height is often a portion of the full building height. The Streetwall can be established through upper level building setbacks, massing shifts, or changes in facade treatment between the base of the building and the upper body of the building. See *Section 5.3 Base and Streetwall*.

→ **TOWER COMPLETION.** Tower completion is the uppermost portion, or top 10 percent, of a high-rise building inclusive of lantern where applicable. See also *Section 5.3.9 Tower Completion* and *Section 5.2.1 Height Distribution*.

→ **LANTERN.** An architectural element that extends the height of the building in a sculptural manner and screens rooftop appurtenances without providing added occupiable area. A lantern may extend from the building facades, thereby matching the footprint of the occupiable roof, and/or may taper or be set within the occupiable roof. For standards related to lanterns, see *Section 5.2.1 Height Distribution*.

→ **OCCUPIABLE HEIGHT.** Occupiable height indicates the height at the top of the last occupiable floor.

→ **HEIGHT OF STRUCTURE.** The height of the structure indicates the total height of the building inclusive of any appurtenances, lanterns, or other elements.

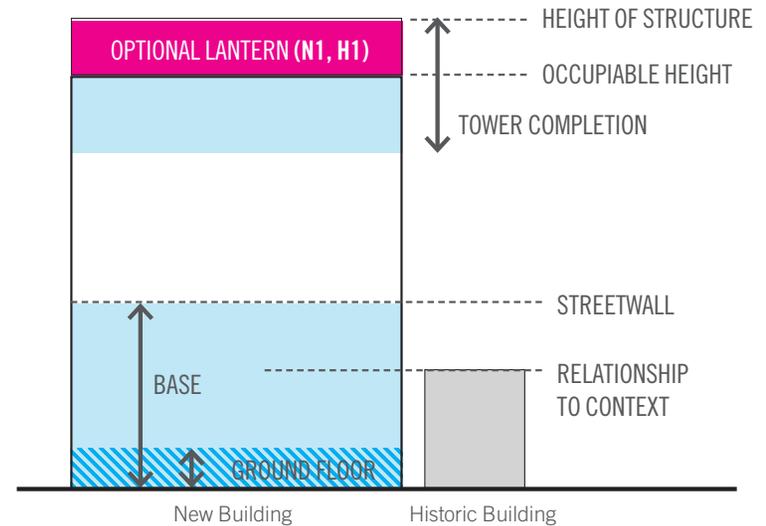


Fig. 5.1.1a Overall Massing Components

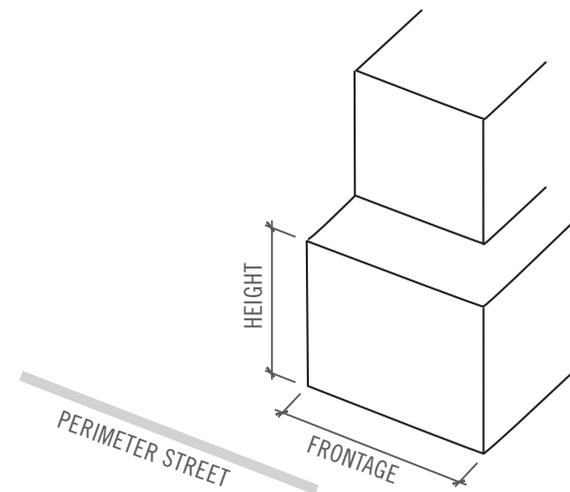


Fig. 5.1.1b Streetwall Components (see *Section 5.3 Streetwall* for specific information)

draft

5.1 OVERALL BUILDING MASSING CONT.

5.1.2 RELATIONSHIP TO HISTORIC CONTEXT

The design shall respond to the immediately adjacent historic buildings, which may or may not align with the broader context and Streetwall height. A relationship to historic context, illustrated in Figure 5.1.2, can be achieved using various design strategies, including shifts in articulation through change in color, material, pattern of articulation, or module, or by a volumetric shift. Specific zones requiring these design strategies are identified per building in *Section 6.2 Architectural Design: Mid-Rise Residential Tower (M2)*, *Section 6.3 Architectural Design: High-Rise Residential Tower (N1)*, *Section 6.4 Architectural Design: Commercial Tower (H1)*.

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Base of building aligns with existing structure
NYC College of Nursing / New York, NY



Subtle base façade articulation with material and color change
Example M2 building at 5M / San Francisco, CA

Fig. 5.1.2 Relationship to Historic Context

5.2 BUILDING HEIGHTS

While height is measured and regulated by absolutes, the intention of height controls is to sculpt the city – from the experience of the skyline to the experience on the street.

5.2.1 HEIGHT DISTRIBUTION

Buildings shall not exceed the applicable maximum occupiable height as indicated by Figures 5.2.1a and Table 5.2.1, and as set forth in the Planning Code. Occupiable heights refer to the top of the last occupiable floor of the building.

Per Planning Code, mechanical/elevator overruns and rooftop appurtenances are permitted above the occupiable height limit. Such features are permitted to extend a maximum of 20 additional feet in height, provided that the overruns are non-occupiable. For the purpose of sculpting the skyline, creating height differentiation, and managing larger mechanical/elevator overruns, the N1 and H1 buildings shall be permitted a lantern structure up to the maximum height of structure for each building: 470-foot maximum for the N1 building and 395-foot maximum for the H1 building. See Figure 5.2.1b.

5.2.2 MAXIMUM NUMBER OF TOWERS

No more than two buildings with occupiable heights greater than 200 feet shall be permitted on site.

5.2.3 HEIGHT DIFFERENTIATION

Towers shall be designed to maintain a minimum 25-foot difference in total height of the buildings, inclusive of architectural penthouses or screens that are an integral building feature. Purely mechanical or building core penthouses not included. See Figure 5.2.3.

5.2.1 GUIDELINES: HEIGHT DISTRIBUTION

Consideration should be given to height differentiation between on-site high-rise buildings and those immediately adjacent, including the 340-foot tall Intercontinental Hotel (888 Howard Street).

Height Legend

0' - 100'
100' - 300'
300'+

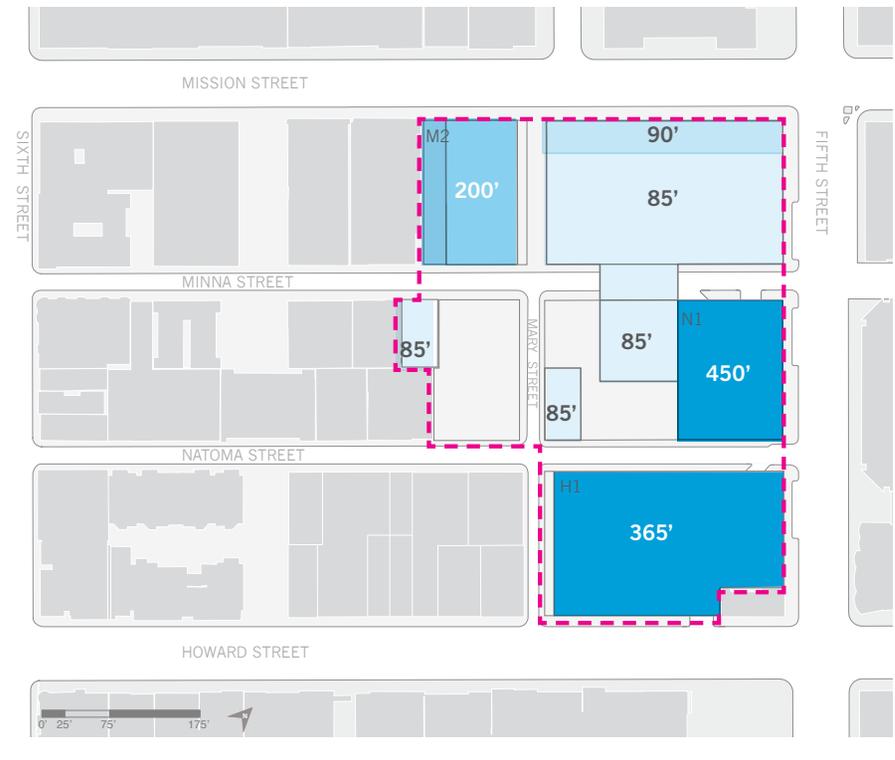


Fig. 5.2.1a Maximum Occupiable Heights

PARCEL	MAXIMUM OCCUPIABLE HEIGHT (ft)	MAXIMUM HEIGHT OF STRUCTURE (ft)
CHRONICLE + EXAMINER	85 / 90 / 85	90
M2	200	220
N1	450	470
CAMELLINE	85	85
DEMPSTER PRINTING	85	85
H1	365	395

Table 5.2.1 Maximum Building Heights

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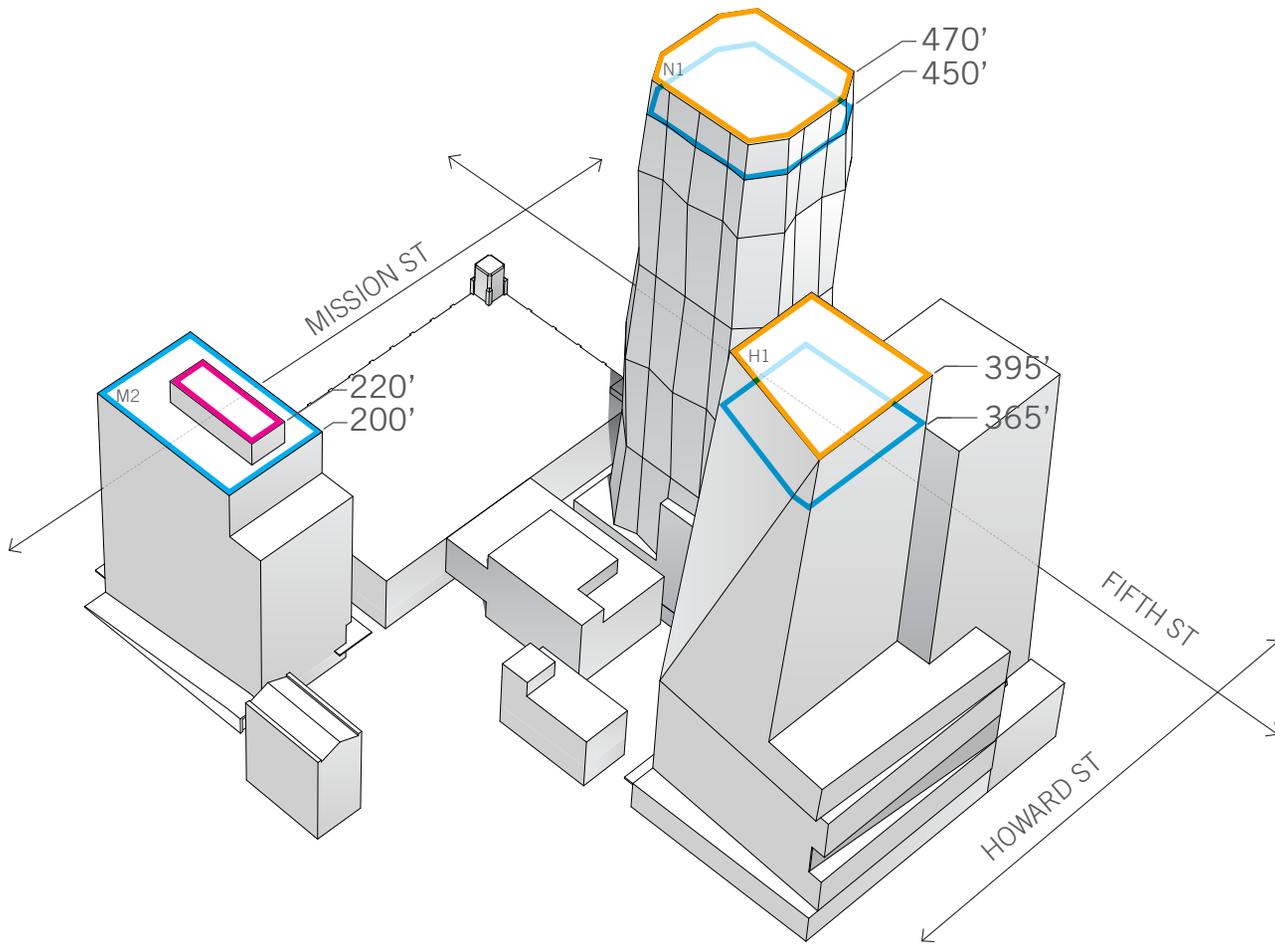
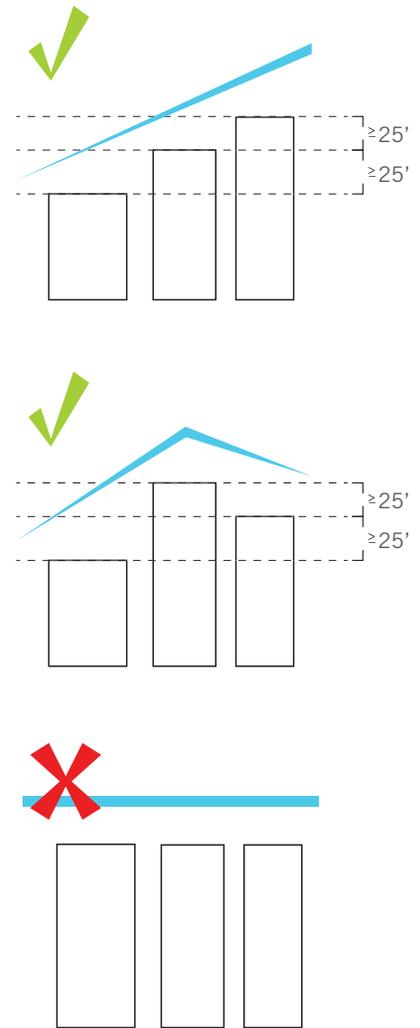


Fig. 5.2.1b Maximum Building Heights (New Construction)

Height Legend

- Occupiable height
- Mechanical/elevator overrun height
- Lantern height



Variety of building heights to maintain visual interest as well as cohesion

Fig. 5.2.3 Height Differentiation

5.3 BASE AND STREETWALL

The massing of the Building Base and its expression through Streetwall Height reinforce the urban context, as experienced on at the pedestrian level. For definitions of Base and Streetwall, see *Section 5.1.1 Overall Building Massing*.

5.3.1 BASE HEIGHTS

Maximum base heights shall conform to requirements shown in Table 5.3.1.

5.3.2 NEW CONSTRUCTION STREETWALL HEIGHT

The streetwall shall be articulated at the base height per Table 5.3.1, using upper level setbacks, cornice lines, recesses in the façade, material change, or other integral design element visible from the street. See *Section 6.7.2 Architectural Design: Existing Structures: Chronicle Upper Level Setbacks*.

PARCEL	MAXIMUM BASE HEIGHT (ft)	ALLOWABLE DEVIATION ABOVE MAXIMUM
M2	103	10%
N1	103	10%
H1	145	0%

Table 5.3.1 Maximum Base Heights

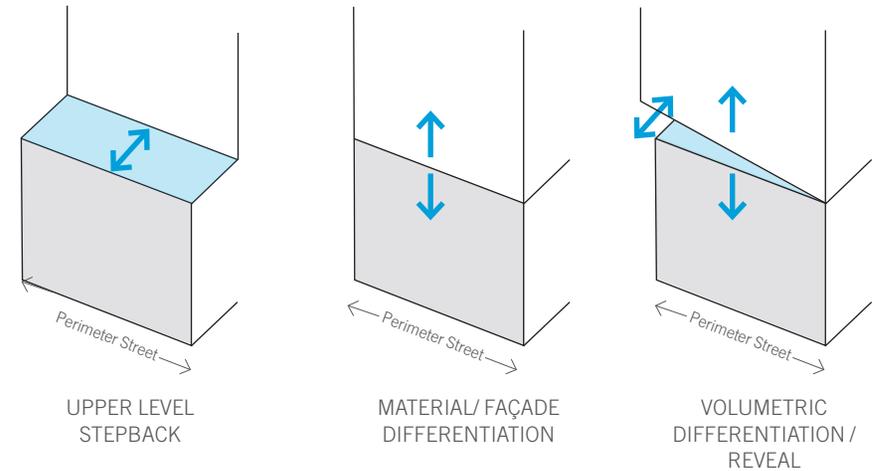


Fig. 5.3.2 Streetwall Articulation: Perimeter Streets

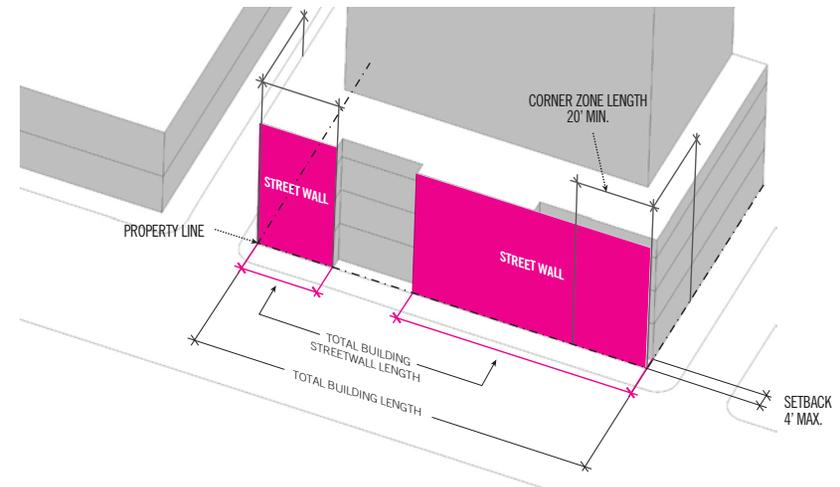


Fig. 5.3.4 Streetwall and Building Setbacks

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5.3 BASE AND STREETWALL CONT.

5.3.3 STREETWALL LENGTH

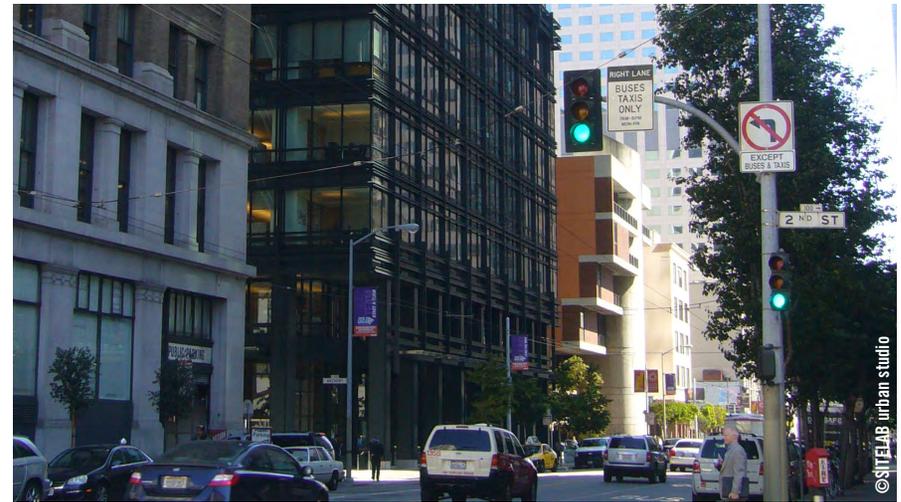
A minimum 60 percent of block length frontage is required for streetwalls on Mission Street, Fifth Street, and Howard Street and shall extend to the Streetwall Height per Figure 5.3.4. Measurements are based on linear street to street dimensions, as measured at ground level. For more detail on entries, see *Section 5.5 Ground Floor*.

5.3.4 BUILDING SETBACKS

The existing Chronicle building creates an important pre-existing streetwall at the property line, reinforced by smaller buildings adjacent to the site on Fifth and Howard Streets. New buildings shall maintain the continuity of this streetwall. Setbacks on Mission, Fifth, and Howard Streets shall not exceed 4 feet from property line, as shown in Figure 5.3.4. No building setbacks are required within the project site.

5.3.5 STREETWALL CORNERS

In order to create the strong building corners that are typically found in downtown, a 100 percent streetwall for a minimum of 20 feet, in plan, from the corner of the building and a minimum of 50 feet high is required within corner zones, as shown in Figure 5.3.4. Exceptions are permitted for rounded or chamfered corners necessary to manage wind conditions at the ground level.



Streetwall articulation through introducing setback in massing



Breaking the building volume creates perceivable streetwall

Fig. 5.3.3 Streetwall Examples

5.4 BULK CONTROLS

Seen together, high-rise buildings at 5M should create a well-crafted urban form that positively contributes to the overall experience of the San Francisco skyline.

5.4.1 BULK CONTROLS

Parcels indicated as “X” and “S” shall comply with the applicable Planning Code bulk controls as reflected in Figure 5.4.1. Permitted exceptions are identified for parcels zoned as 365-X, defined by *Section 5.4.2*.

5.4.2 365-X TOWER CONTROLS

The 5th Generation commercial tower, described in *Section 1.6 5M Project Vision: Generation Five at 5M*, must do two things: (1) Create large, connected interior floorplates to respond to growing market demand and (2) Contribute to the evolving urban form of San Francisco’s skyline.

To meet both goals, the following bulk standards balance interior expansiveness with controls to break down the perception of bulk on the skyline by creating a two-tower form.

The following standards shall regulate parcels zoned 365-X:

- **TWO-TOWER FLOORPLATES.** Above the base, the building shall be designed to be perceived as two towers, connected internally. Each of the expressed towers shall comply with Table 5.4.2. The Minimum Offset must be maintained on both sides where the two “expressed” floorplates meet.
- **TWO-TOWER HEIGHT DIFFERENCE.** The two-tower building shall maintain a minimum height difference of 40 feet between expressed towers, measured as the difference of each expressed tower’s total height inclusive of architectural elements. See Figure 5.4.2a.
- **TWO-TOWER REVEAL.** On the South side facing Howard, where the two volumes of the building meet, the buildings shall include a vertical recess/reveal of a minimum dimension of 8 feet by 10 feet in plan. See Figure 5.4.2a.
- **TWO-TOWER DIFFERENTIATION.** The two volumes within the two-tower building shall have different architectural treatments, differentiated through the use of either material, color, vertical articulation elements or spacing. See Figure 5.4.2a. For more information, refer to *Section 6.4 Architectural Design: Commercial Tower (H1)*.

Methodology for determining lower tower heights follows the Bulk Limits per Table 5.4.2 .

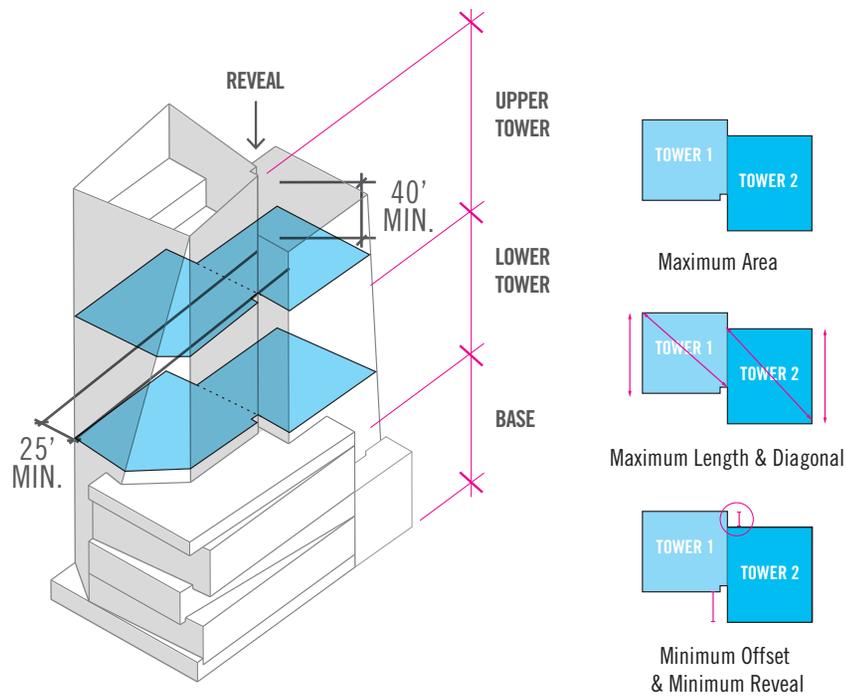


Fig. 5.4.1 Maximum Occupiable Height and Bulk Zones

Height and Bulk Legend

- X-District per Planning Code
- 365-X per Section 5.4.2
- S-District per Planning Code

draft



BUILDING ELEMENT	MAX. LENGTH PER TOWER (FT)	MAX. DIAGONAL PER TOWER (FT)	MAX. AVG. FLOOR AREA (GSF)	MAX. FLOOR AREA (GSF) (TOWERS 1+2)	MIN. DIMENSION PER OFFSET (FT)	TOTAL OFFSET (FT) (OFFSET 1+2)
LOWER TOWER (each)	135	190	17,000	22,000	25	60
UPPER TOWER (each)	120	160	12,000	22,000	25	60

Table 5.4.2 Two-Tower Control Dimensions

Fig. 5.4.2a Two-Tower Control Dimensions

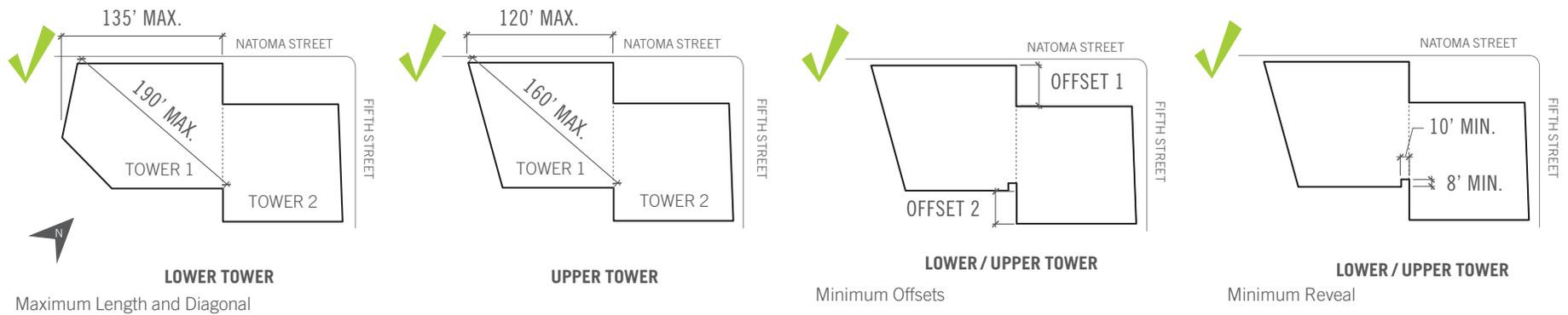


Fig. 5.4.2b Two-Tower Floorplate Examples

5.4 BULK CONTROLS CONT.

5.4.3 TOWER SEPARATION

Tower Separation provides space for views between tall buildings in areas of density. Towers are subject to the following standards:

→ **MINIMUM SEPARATION.** No less than 75 feet distance shall be between subject buildings above 145 feet per Figure 5.4.3a. Permitted exceptions: Two buildings may reduce this distance to (a) a minimum separation of 55 feet between two single points in plan of a building facade and (b) a minimum separation of 65 feet between a single point in plan and a building face. Figure 5.4.4b illustrates these exceptions.

→ **FIFTH STREET SEPARATION.** No less than 100 feet clear between subject buildings at Fifth Street property line.

→ **AVERAGE SEPARATION.** No less than 75 feet average distance between subject buildings measured at 10 foot intervals (in plan) along the two most prominent facades.

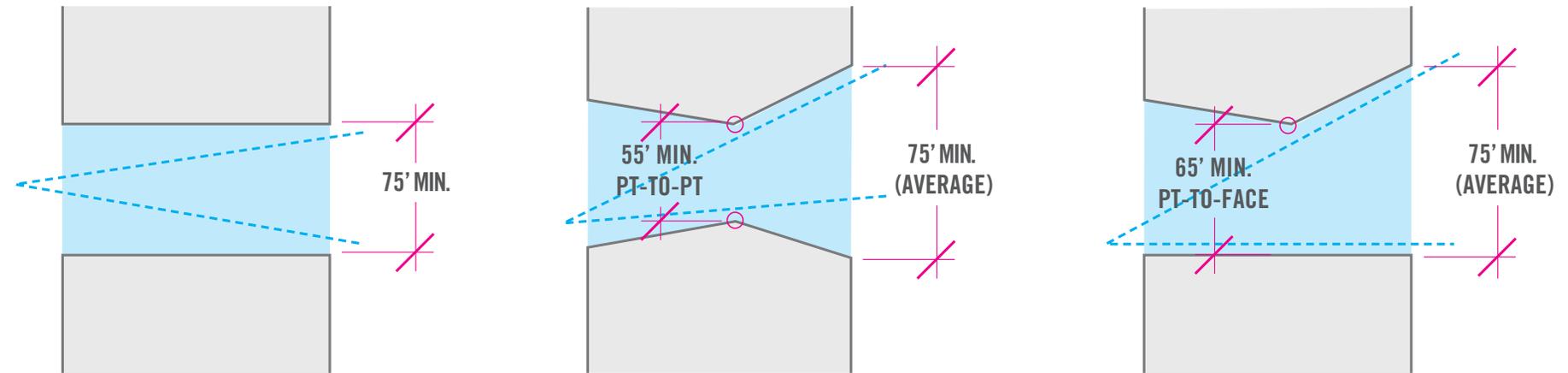


Fig. 5.4.3b Tower Separation Requirements (plan view)

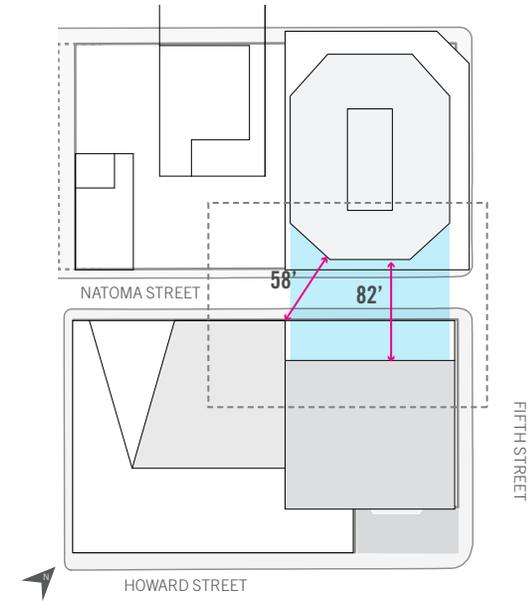


Fig. 5.4.3a Tower Separation Scenario

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5.4 BULK CONTROLS CONT.

5.4.4 TOWER COMPLETION

Every new high-rise building adds to the San Francisco skyline. As such, the upper portions of a tower must be carefully designed in the context of nearby tall buildings, distant views, and relationship to the sky. The effect shall be to create a harmonious and compelling addition to the San Francisco skyline.

The upper 10 percent of any high-rise building shall not be explicitly delineated from the body of the tower as a “cap” to the building. Upper portion treatments that extend the vertical expression of the overall building may include a change of the module of articulation to provide a sense of dissolving form or an extension of articulation beyond the solid mass of the tower. See Figures 5.4.4a and 5.4.4b.

5.4.4 GUIDELINES: TOWER COMPLETION

The towers should express a continuity of the overall building skin, to emphasize verticality. Subtle differentiation of façade articulation in the tower completion zone is encouraged to fade or blend the building with the sky, while still masking rooftop structures, equipment, or utilities.

Strategies to create the appearance of narrowing or dissolving may include the tapering or faceting of the tower form, the addition of a lantern or permeable architectural element above the last occupiable floor, or sloping the parapet or lantern upper edge.

5.4.5 GUIDELINES: BUILDING CORES

Elevator cores should be incorporated into the overall architectural form of the building – either as a unique but contributory element to the overall massing or incorporated within the massing and consistent with overall architectural treatment.

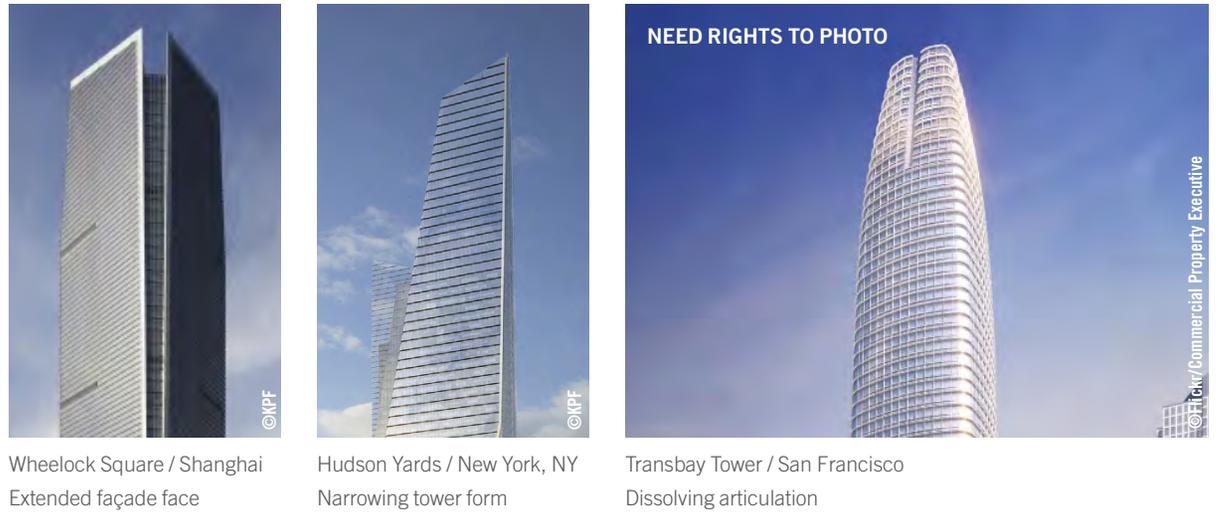


Fig. 5.4.4a Tower Completion Strategy Types

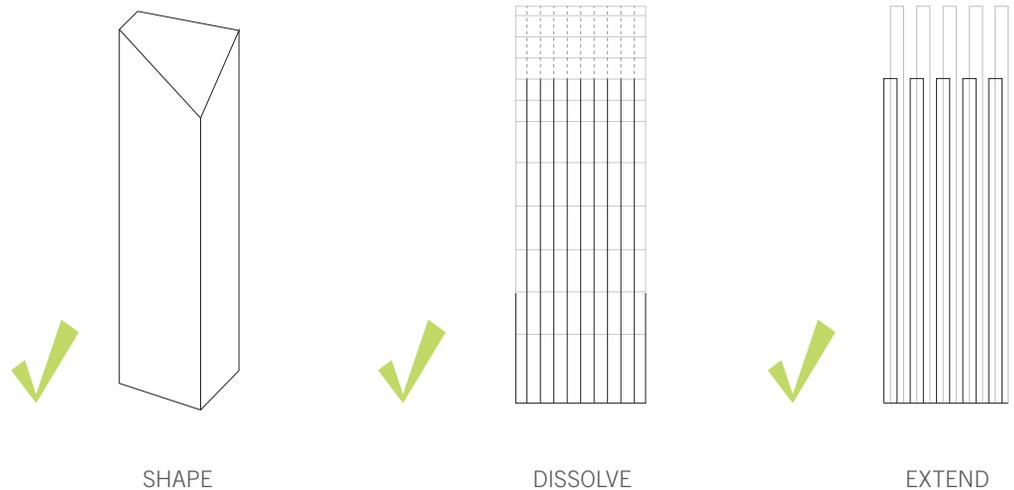


Fig. 5.4.4b Tower Completion Strategy Examples

5.5 GROUND FLOOR

The 5M Project is anchored by an active ground plane made rich by an expanded set of permitted active uses, a focus on transparency, creative storefronts, and connected interior and exterior spaces that utilize the intersecting streets.

5.5.1 ACTIVE GROUND FLOOR USES

→ **PERMITTED USES** In addition to ground floor uses otherwise permitted within the C-3-S District, any retail, office, education or cultural use is also permitted at the ground floor level facing a major street (Fifth, Mission or Howard Streets) if: (i) the use does not require non-transparent walls facing the street, and (ii) no less than 60 percent of the linear street-facing frontages of each such use shall be fenestrated with a minimum of 70 percent transparency, and (iii) for office uses, internal partitions shall be set back from street frontages at least 20 feet from street-facing windows. The areas of glazing which count toward the transparency requirement must be unobstructed by solid window coverings, window signs, or other features or characteristics that impede visibility from the public realm into the interior of the ground floor of the building. See permissible examples in Figure 5.5.1b. Examples of active ground floor uses include, but are not limited to: locally serving retail and services; community rooms and kitchens; recreational and arts facilities, collaborative workspaces, workshops, education, markets, cafes, and restaurants.

→ **MINIMUM ACTIVE GROUND FLOOR** For new construction in the District, at least 70 percent of the linear frontage in the Primary Active Frontage Zone, as illustrated in Figure 5.5.1a, shall contain a permitted active ground floor use. At least 50 percent of the linear frontage in the Secondary Active Frontage Zone shall contain a permitted active ground floor use.

→ **PRIORITY RETAIL** Except as provided in the 5M SUD, at least 25 percent of the linear frontage of the ground floor shall contain “active commercial uses” as defined by Section 145.4(c), excluding frontage dedicated to parking and loading access, building egress, and mechanical and core systems. The active commercial uses required by this section shall be provided within the first 25 feet of building depth.



Fig. 5.5.1a Active Frontages

Active Frontages Legend

- Primary Active Frontage Zones
- Secondary Active Frontage Zones

draft



Folsom Street / San Francisco, CA



SF Jazz Center / San Francisco, CA



300 Ivy Street / San Francisco, CA

Signage incorporated into glass facades that maintain overall transparency



Market Street / San Francisco, CA

Fig. 5.5.1b Active Ground Floor

5.5 GROUND FLOOR CONT.

5.5.2 GROUND FLOOR MODULATION

New construction buildings, with facade lengths greater than 100 feet along a side, shall use modulation and facade articulation, such as a bay structure or division of storefronts, to create a finer grain streetwall.

5.5.3 GROUND FLOOR HEIGHTS

Ground level floors shall have a minimum floor-to-floor height of 15 feet.

5.5.4 GROUND FLOOR ARTICULATION

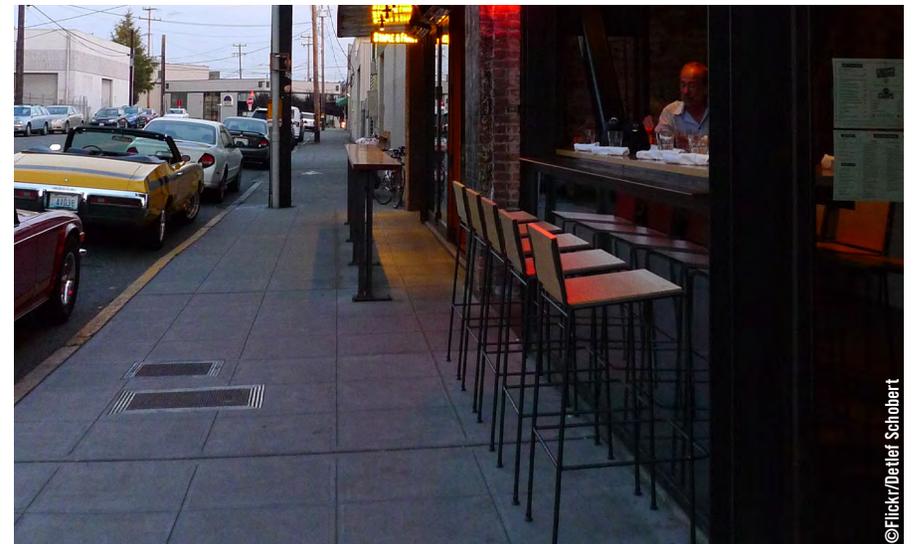
To establish a pedestrian-focused environment and engaging street frontage, the ground floor of buildings shall have a differentiated architectural expression. This may include, but is not limited to, architectural elements such as increased transparency, projections denoting entries, shifts in color and scale of modulation, and increased material depth and texture of facade elements. See Figure 5.5.4.

5.5.4 GUIDELINES: GROUND FLOOR ARTICULATION

The pedestrian level is encouraged to embed seating and opportunities for art in pedestrian areas.



Embedded Seating: Hayes Street / San Francisco, CA



Embedded Seating: The Walrus and Carpenter / Seattle, WA

Fig. 5.5.4 Ground Floor Articulation

draft

5.5 GROUND FLOOR CONT.

5.5.5 BUILDING ENTRIES

For new construction, a minimum of two entries (active ground floor or building entrances) shall be provided on each building face, except along Minna Street. All active ground floor entrances within new construction buildings shall meet the sidewalk at grade; raised or sunken entryways are prohibited. For additional standards, within café zones, such as M2 along North Mary Street, see *Section 4.8.1 Open Space + Streetscape: North Mary Street: Ground Floor Activation*.

Entries shall not recess beyond that permitted in *Section 5.3.3 Streetwall Length*; examples of permissible and non-permissible entries shown in *Section 5.5.7 Openings and Entries* and *Section 5.5.8 Interiors and Lobbies*.

5.5.5 GUIDELINES: BUILDING ENTRIES

Primary building entries should be located within a range of 30 feet of the locations indicated in Figure 5.5.5 to activate adjacent streets and open spaces.

Lobbies are encouraged to be public and/or programmed spaces. Areas separated for private building uses should be set back and minimized to maximize public access.

5.5.6 GUIDELINES: PEDESTRIAN CIRCULATION

The pedestrian network should be accessible, inviting, and connect to the circulation outside of the site, as in Figure 4.2 Ground Plane Uses. More than spaces of passage, the circulation should encourage moments of pause and intersection with design elements (ex. seating, ledges, artwork) without conflicting with other vehicular, bicycle, or loading circulation.

Pedestrian Circulation Legend

 Major Streets (at sidewalk)	 Recommended Building Entrance (Primary)
 Major Streets (at crosswalk)	 Recommended Building Entrance (Secondary)
 Alley Circulation	 Public Rooftop Entrance Zone
 Open Space (ground/rooftop)	 Active Ground Floor Entrance

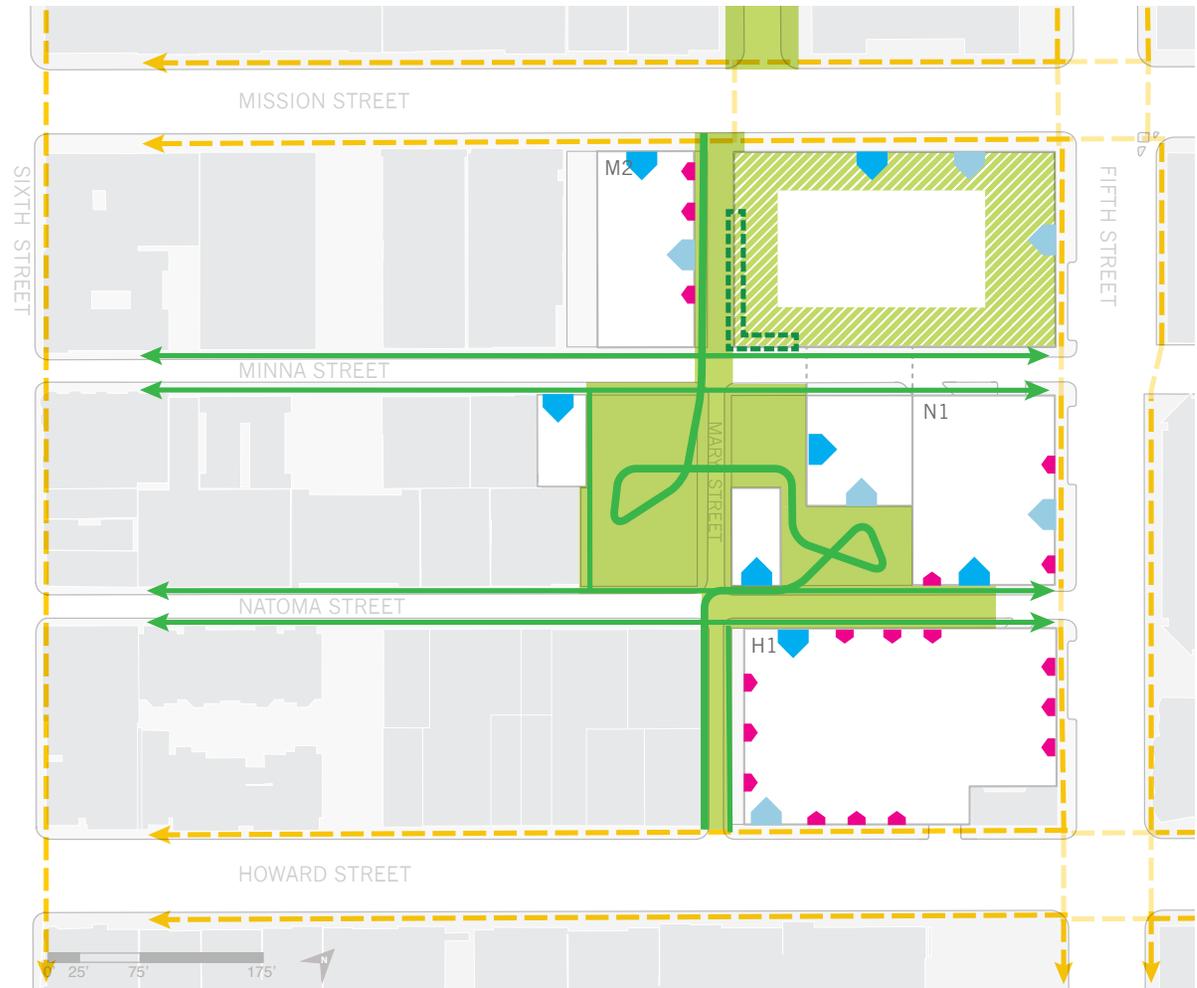


Fig. 5.5.5 Pedestrian Circulation and Sample Building Entries Plan

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5.5 GROUND FLOOR CONT.

5.5.7 PEDESTRIAN OPENINGS AND ENTRIES

Maximum inset depth for openings and entries shall be no more than 3 feet from the dominant façade plane. Openings/entries wider than 8 feet are permitted to have maximum inset depth of up to 5 feet from the dominant façade plane. Compliant and non-compliant scenarios shown in Figure 5.5.7a.

5.5.7 GUIDELINES: PEDESTRIAN OPENINGS AND ENTRIES

Seamless Openings: Openings are encouraged to be coplanar with, or minimally setback from, façades. Larger openings, greater than 6 feet wide x 8 feet tall, are encouraged to support a more seamless relationship between inside and outside.

Openings should have contemporary, innovative, and industrial qualities. Industrial-style doors such as roll-up doors, sliding doors, hangar doors, canopy hangar doors, and four-fold doors are encouraged. Large doors are encouraged to be paired with standard openings, either separate or combined, to promote flexibility and address changing use, climate, and light conditions. See Figure 5.5.7b.

5.5.8 GUIDELINES: INTERIORS AND LOBBIES

Interior entries to active ground floor uses from interior lobby areas should not replace active ground floor entries that open directly to the public realm (provided the uses are located at the building perimeter). See Figure 5.5.8.

Design Integration: Interior layouts, design strategies, and materials are encouraged to combine multiple uses (i.e. office and fabrication areas or cafe and bike storage).

Private Access: Lobbies are encouraged to have any secure, private access areas located toward building interiors in order to enable public/semi-private areas or small retail uses closer to their exteriors. Refer to *Section 5.5.7 Pedestrian Openings and Entries* for related standards.

Interior Permeability: For new construction, private areas of lobbies are encouraged to have visual transparency with adjacent active ground plane uses, subject to fire and building code requirements. Solid door types will not count towards meeting the transparency percentage requirements. Interior walls between active ground floor uses and/or lobbies are encouraged to design for physical and/or visual permeability, such as additional interior entries, glazing, or transparency, between separate users. Such interior design strategies should increase physical and visual communication among distinct spaces, and allow greater passage of daylight through the ground floor.

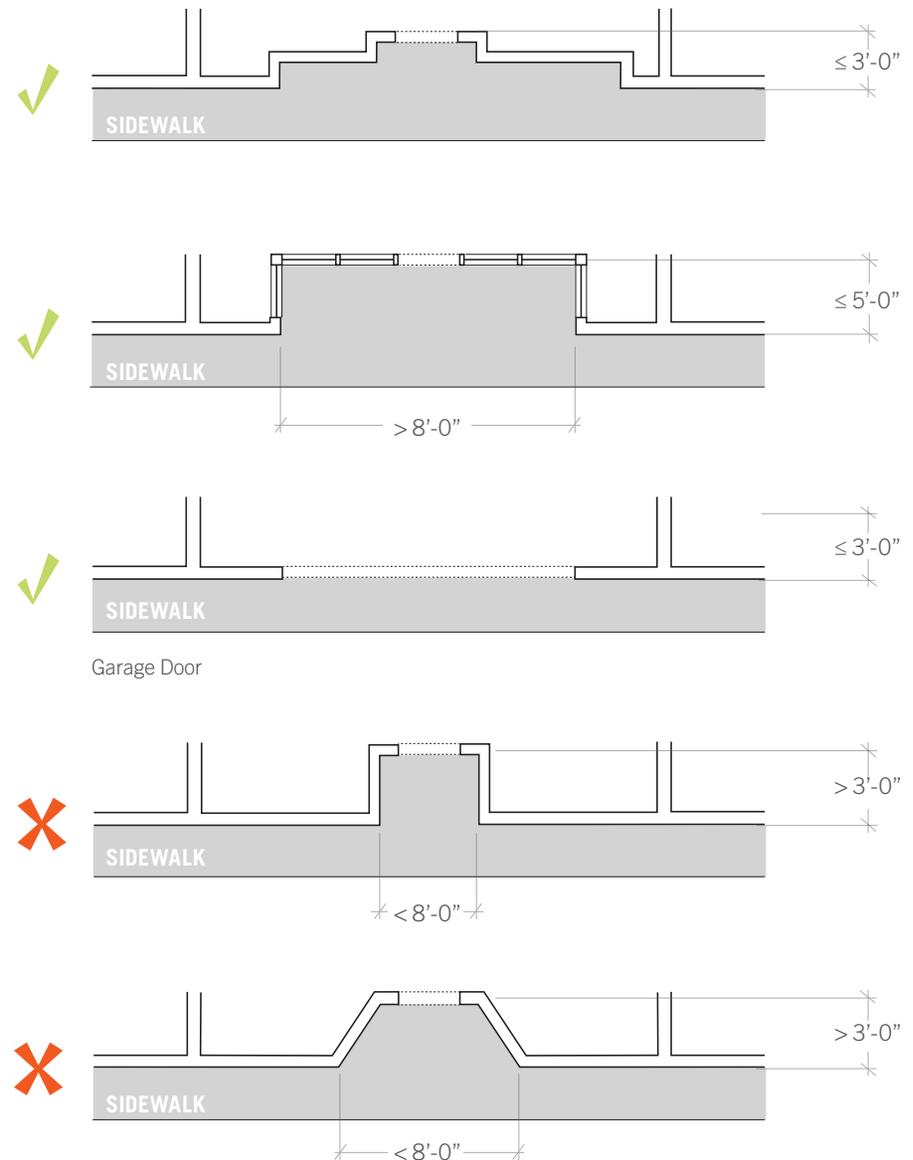


Fig. 5.5.7a Setback Scenarios

draft



Pivoting Wall Panels
Storefront for Art and Architecture / New York, NY



Garage Door Retail Spaces
Blue Bottle Coffee / San Francisco, CA



Fold-up Doors
Wyckoff Exchange / Brooklyn, NY

Fig. 5.5.7b Openings and Entries: Contemporary and Industrial Quality

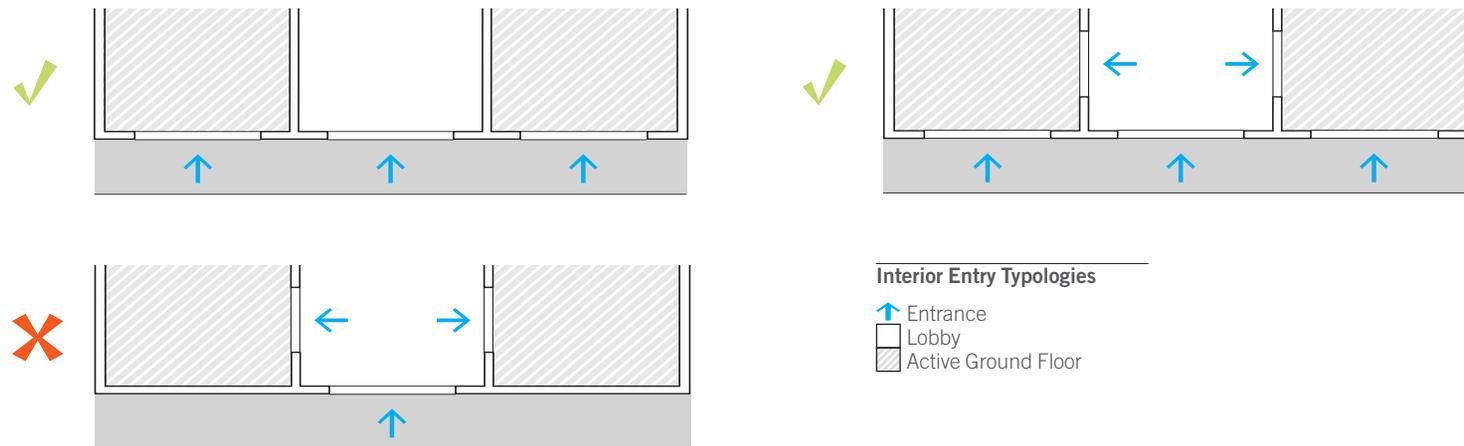
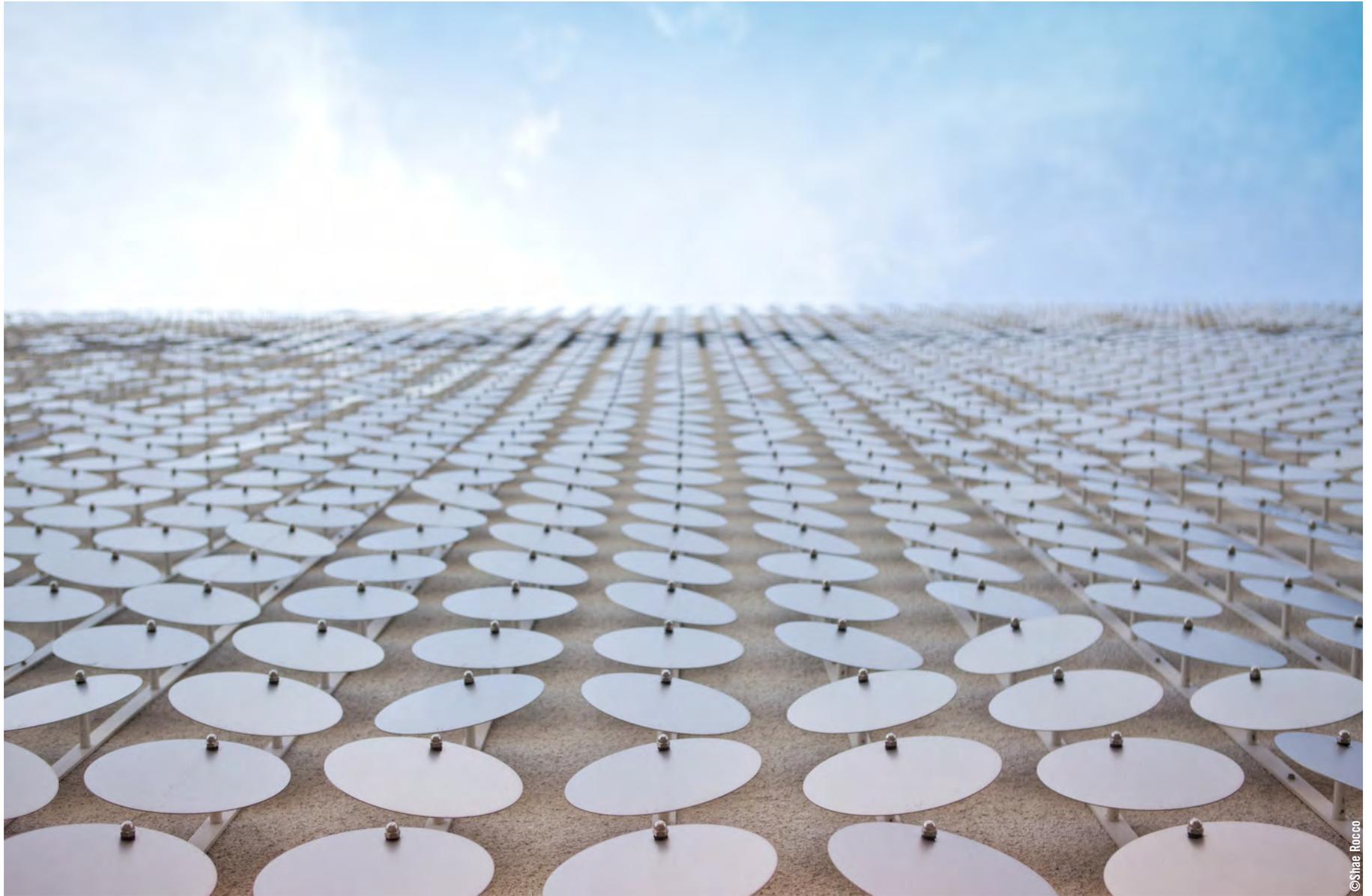


Fig. 5.5.8 Interiors and Lobbies: Interior Entry Plan Scenarios



©Sinae Rocco

Fig. 6.0 Architectural Detail / Santa Monica, CA

06.

ARCHITECTURAL DESIGN

- 6.1 District-Wide Building Treatment
- 6.2 Mid-Rise Residential Tower (M2)
- 6.3 High-Rise Residential Tower (N1)
- 6.4 High-Rise Commercial Tower (H1)
- 6.5 Projections
- 6.6 Roofs and Utilities
- 6.7 Existing Structures

6.1 DISTRICT-WIDE BUILDING TREATMENT

Building treatment should respond to the context, creatively reinterpreting the San Francisco and SoMa architectural tradition, with consideration to environmental performance, proportional elegance, and identity on the skyline.

6.1.1 OVERALL BUILDING ARTICULATION

The articulation for all buildings in the district shall be read cohesively. Building articulation within the district shall express the existing SoMa context, including texture, materiality, colors, and relationships to existing surrounding building heights and relate to the massing components defined in *Section 5.1.1 Building Form + Massing: Overall Building Massing*.

6.1.2 OVERALL COLOR AND MATERIALITY

Use of synthetic stucco, such as Dryvit, is not permitted.

6.1.3 GLASS

Glass shall not have a shading coefficient beyond what is needed for energy performance. MEP consultant should advise on criteria for glass-shading coefficients.

6.1.1 GUIDELINES: OVERALL BUILDING ARTICULATION

Façade character: Façades should have modulation and articulation to create visual interest and contemporary architectural character. For taller buildings, dominant vertical articulation is preferred, see *Sections 6.3 High-Rise Residential Tower (N1)* and *6.5 High-Rise Commercial Tower (H1)*.

All buildings are encouraged to respond to surrounding features, such as building heights, streetwalls, and material character. Existing buildings on the site and adjacent—the Chronicle, Dempster Printing Building and 198 5th Street—provide datums and materiality cues that the project buildings should integrate.

Environmental façades: Façades with southern and western exposure are encouraged to include passive solar shading devices, including louvers, sun shades, brise soleil, double skins, and fins, to balance solar access with heat gain control. Building façades are encouraged to include wind-baffling measures where necessary to address wind conditions at the ground level. Façades that enhance internal daylighting are encouraged.

Transparency: A balance of transparency and façade articulation is encouraged. Art installations, graphic patterning, or material textures are encouraged for façade articulation on opaque areas, such as building cores and service areas.

6.1.2 GUIDELINES: OVERALL COLOR AND MATERIALITY

Building façade materials should advance the contemporary, innovative, industrial qualities of the project. Materials and colors should take into account adjacent historic structures in order to be distinct from, but compatible with those structures. Materials should be related to the façade strategy and express a clear hierarchy; single buildings may use many different materials intentionally to support massing, reduce bulk perception, or enable sustainable practices.

The use of color for building treatments is permitted to advance the project's dynamic spaces. Color is encouraged to relate to industrial SoMa and San Francisco's context of natural elements, such as ocean water or rust. The colors of the entire district should express an overall balance of warm and cool colors, and avoid colors appearing as identical across buildings. The colors should also promote the bright colors described in the San Francisco Urban Design Element. See Figure 6.1.2 Guidelines for a district-wide color palette. For information specific to each building, see *Sections 6.4 - 6.7*.

Structure/façade systems should use quality, durable materials, including pre-cast or cast-in-place concrete, steel, aluminum, copper, wood, wood-laminated beams, masonry panels, terra cotta panels, ceramic panels, and glass. Roof materials should minimize heat-island effect. To prevent glare, large uninterrupted expanses of highly-reflective materials, such as shiny polished metal cladding, should be avoided.

6.1.3 GUIDELINES: GLASS

Energy performance may be achieved through glass shading or glass performance, or both.

Colored glass is encouraged for decorative features such as louvers, fins, or other façade treatments not related to view or enclosure. The quality and color of glass should be considered in coordination within the site context and color palette.

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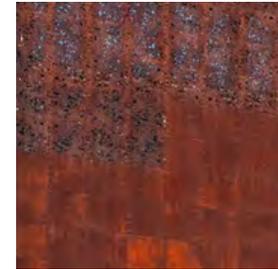


Fig. 6.1.2 District Color Palette Examples

6.2 MID-RISE RESIDENTIAL TOWER (M2)

The M2 residential building is a key point of transition from the downtown context to Western SoMa, and as such, should emphasize the qualities of both areas with a focus on the human scale. The building should express a finer grain, through the texture and rhythm of the architectural treatment.

6.2.1 VOLUMETRIC DIFFERENTIATION

The building volume shall be a single volume or stacked set of volumes divided horizontally. Volumetric differentiation within this building is permitted per the range in Figure 6.2.1, and shall maintain compliance with the Height and Bulk requirements per Chapter 5. For more information see *Section 6.1.1 Overall Building Articulation*.

6.2.2 FAÇADE ARTICULATION

The facade articulation shall express a fine grain, through pattern and/or texture. The façade treatment shall be primarily vertical in orientation, either continuous building-height vertical elements or a rhythm of vertical elements, within the range illustrated in Figure 6.2.2b.

6.2.3 RELATIONSHIP TO HISTORIC CONTEXT

Building design shall relate to the Chronicle Building and Mint Mall (953 Mission Street) per Figure 6.2.3. Refer to *Section 5.1.2 Building Form + Massing: Overall Building Massing: Relationship to Historic Context*.

6.2.2 GUIDELINES: FAÇADE ARTICULATION

The building volume should read as cohesive whole. Vertical articulation using wider linear panels that express solidity and texture are encouraged, such as brick, textured concrete panels, or similar material, recommended at 6" to 3'-0" in width. These elements should express the inherent qualities of the material, such as the texture of terra cotta or the perforation of metal, in order to create dimensionality and visual interest.

6.2.4 GUIDELINES: COLOR AND MATERIALITY

The building should use colors related to natural and local materials, such as soil, sand, stone, or rust. The overall building color palette should appear complementary and cohesive and take into account adjacent historic buildings.

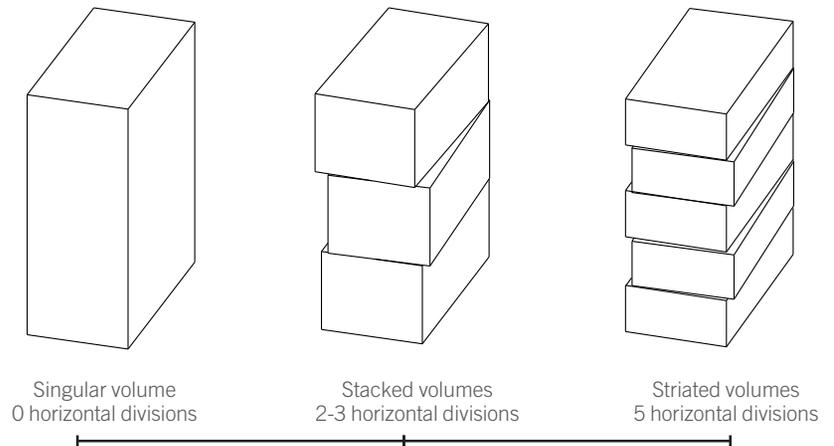


Fig. 6.2.1 M2 Volumetric Differentiation: Examples of the range



Fig. 6.2.2a M2 Façade Articulation: Examples of fine grain treatment

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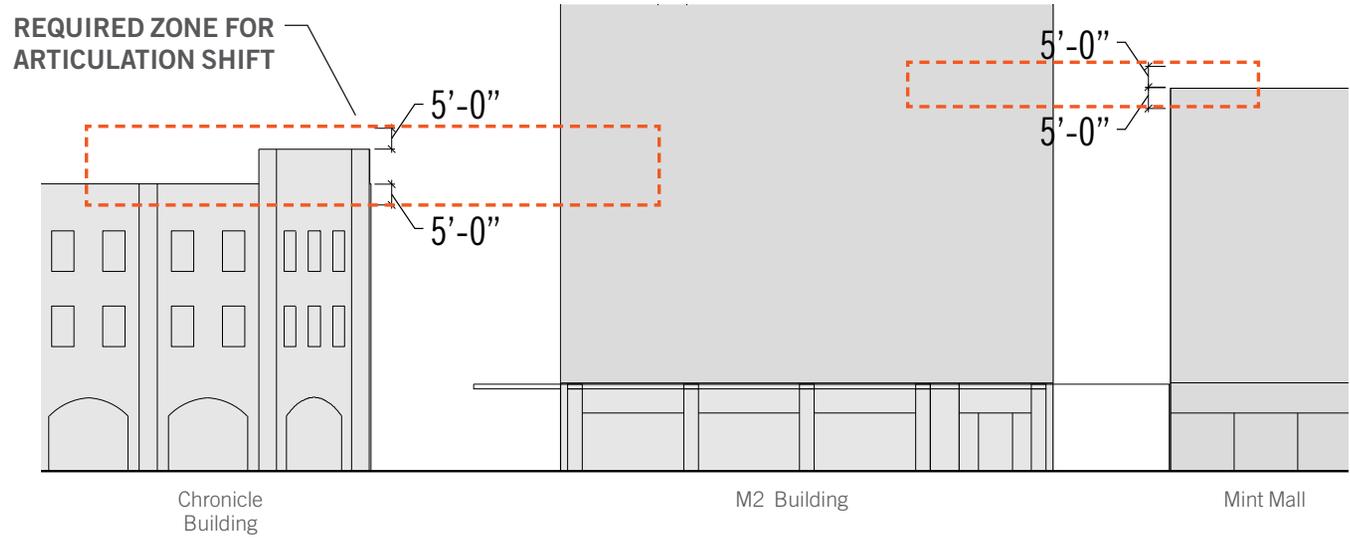


Fig. 6.2.3 M2 Relationship to Historic Context

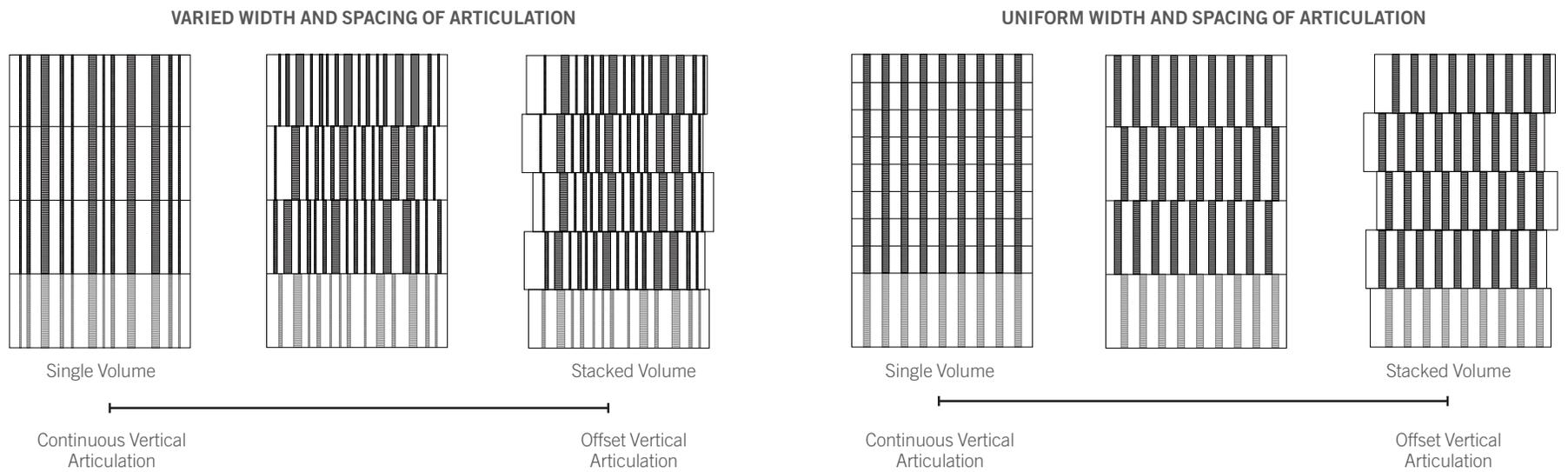


Fig. 6.2.2b M2 Façade Articulation: Examples of the range

6.3 HIGH-RISE RESIDENTIAL TOWER (N1)

The N1 building is designed with efficient residential floorplates with a strongly integrated base that reinforces the streetwall.

6.3.1 VOLUMETRIC DIFFERENTIATION

N1 shall be expressed as a single vertical volume or two complementary interlocked volumes. If a single volume, the building shall include modulation per Figure 6.3.1. The modulation shall appear continuous and consistent on the volume with curvilinear or faceted moves.

The base shall be designed to read as a volume separate from the tower, to relate to the scale of the streetwall. The volume of the base shall be read as solid and heavy, contrasted with the volume of the tower.

6.3.2 FAÇADE ARTICULATION

The tower volumes shall express a more residential scale. The façade shall emphasize a fine grain pattern that relates to the scale of one to two floor heights (approximately 10 feet to 20 feet).

6.3.3 RELATIONSHIP TO HISTORIC CONTEXT

Building shall relate to the Chronicle building per Figure 6.3.3. Refer to *Section 5.1.6 Building Form + Massing: Overall Building Massing: Relationship to Historic Context*.

6.3.2 GUIDELINES: FAÇADE ARTICULATION

At the building base, the facade should relate to SoMa texture and materiality, and the pedestrian scale, as illustrated in Figure 6.5.2b. A distinctive building base, contrasted with the lightness of the tower, is encouraged.

If tower is made up of two different volumes, no modulation is required, as illustrated in Figure 6.3.1.

6.3.4 GUIDELINES: COLOR AND MATERIALITY

Differentiation of the tower and base with color is encouraged. The building should use a predominately neutral, light color palette on the tower portion. The palette should relate to the color of the Chronicle building but not replicate its exact color. The overall building color palette should appear complementary and cohesive and take into account adjacent historic buildings.

Heavy, natural materials, such as brick, masonry, and wood, are encouraged for the base portion.

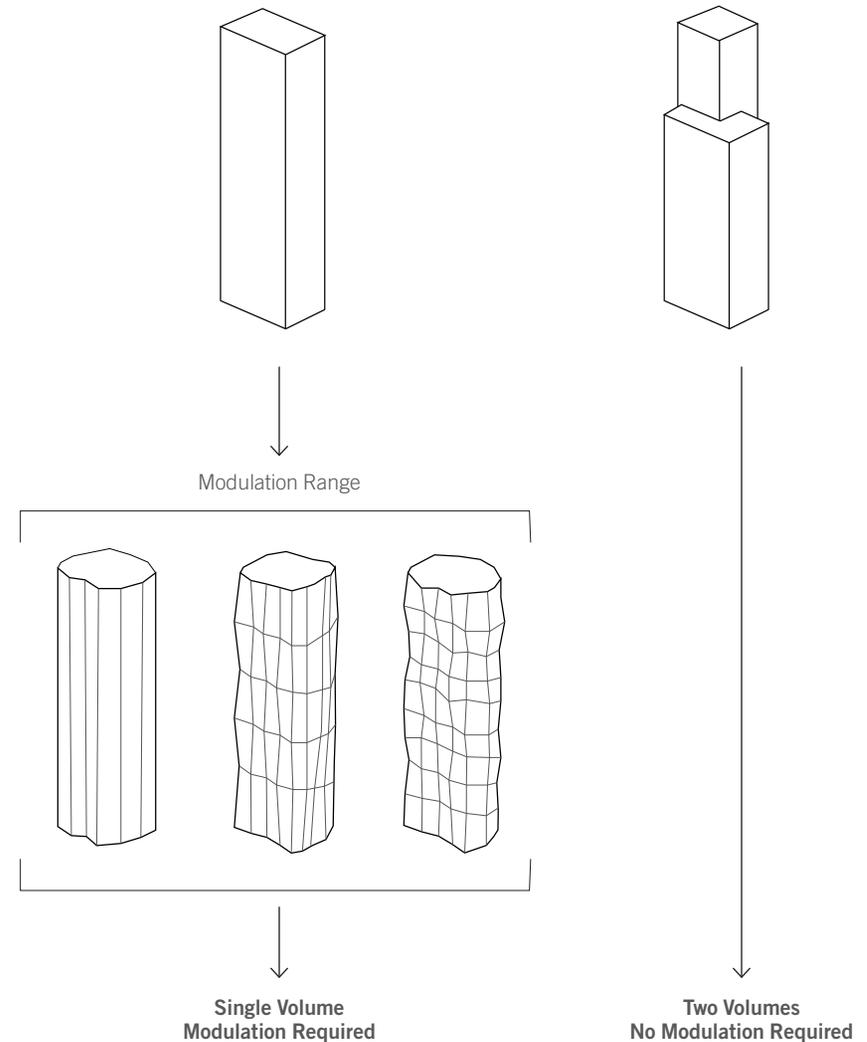
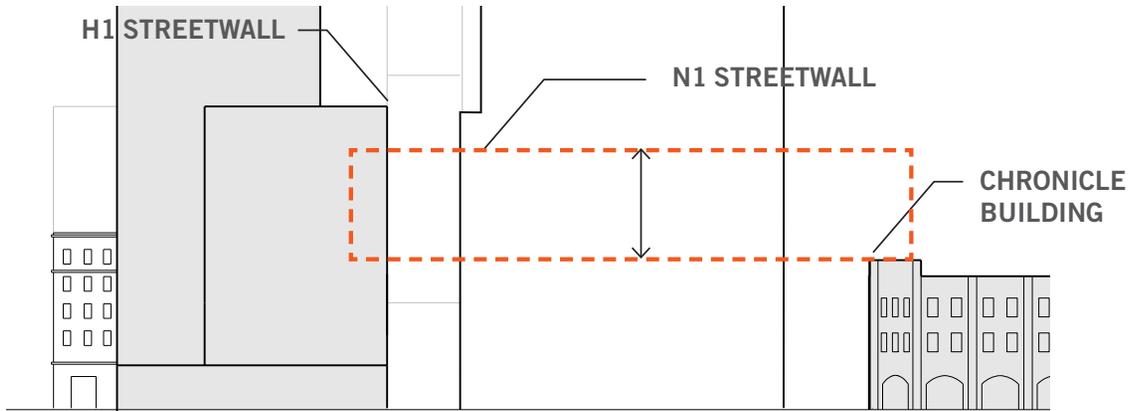


Fig. 6.3.1 N1 Volumetric Differentiation: Example of Modulation

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N1 streetwall height transitions between the H1 base height and the Chronicle building

Fig. 6.3.3 N1 Relationship to Context



Paneled Wood



Single floorplate pattern



Double floorplate pattern



Stacked Stone



Patterned Brick

Fig. 6.3.2b N1 Façade Articulation: Base Treatment

Fig. 6.3.2a N1 Façade Articulation: Tower Treatment

6.4 HIGH-RISE COMMERCIAL TOWER (H1)

The H1 building should be designed to relate to both the San Francisco skyline and the local context. On the skyline, H1 should be perceived as two complementary towers. At the street, a strong streetwall and pedestrian level transparency and activity connect it to the SoMa surroundings.

6.4.1 VOLUMETRIC DIFFERENTIATION

The H1 building shall be comprised of three of distinct volumes: the base and the two complementary towers. These volumes shall be different but related as interlocking, and complementary architectural expressions. For additional detail on bulk controls, see *Section 5.4 Building Form + Massing: Bulk Controls*.

6.4.2 FAÇADE ARTICULATION: TWO-TOWERS

The complementary towers shall be different in either type of articulation or color. The distinction between the forms should be visually legible from both afar, at a city skyline view, and near, at a street level view. For more information, refer to *Section 5.4.2 Building Form + Massing: Bulk Controls: 365-X Commercial Tower Controls*.

At least one tower shall express a vertical articulation with features such as fins, louvers, a rainscreen, or similar. For this tower, both the articulation element and the space between the articulation elements shall be a ratio of at least 1:2 (width:height) and shall express a predominantly vertical façade rhythm. See Figure 6.4.2b.

6.4.3 FAÇADE ARTICULATION: BASE

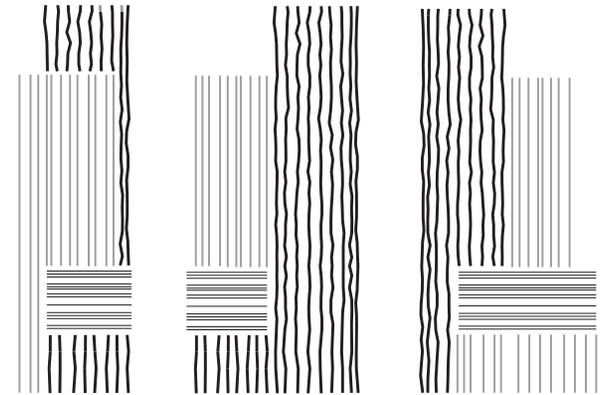
The base shall display a horizontal expression on at least 1/3 of its total façade, to contrast the vertical façade design of the towers and respond to the street.

6.4.4 RELATIONSHIP TO HISTORIC CONTEXT

The architectural design shall reference the existing 198 Fifth Street building height. This articulation shall occur anywhere within a 10-foot zone, 5 feet above and below the existing 198 Fifth Street building height, per Figure 6.4.4. Refer to *Section 5.1.2 Building Form + Massing: Overall Building Massing: Relationship to Historic Context*.

6.4.5 GUIDELINES: COLOR AND MATERIALITY

Predominant color palettes should visually distinguish the two tower volumes from one another. The two towers should express different color palettes which include warm, cool, or neutral. The overall building color palette should appear complementary and cohesive and take into account adjacent historic buildings.



“Wrapping” of pattern and color moves from the vertical to horizontal massing

Fig. 6.4.1 H1 Volumetric Differentiation: Pattern and Color



Brandhorst Museum / Munich, Germany

Songdo / Incheon, South Korea

Fig. 6.4.2a H1 Façade Articulation Examples

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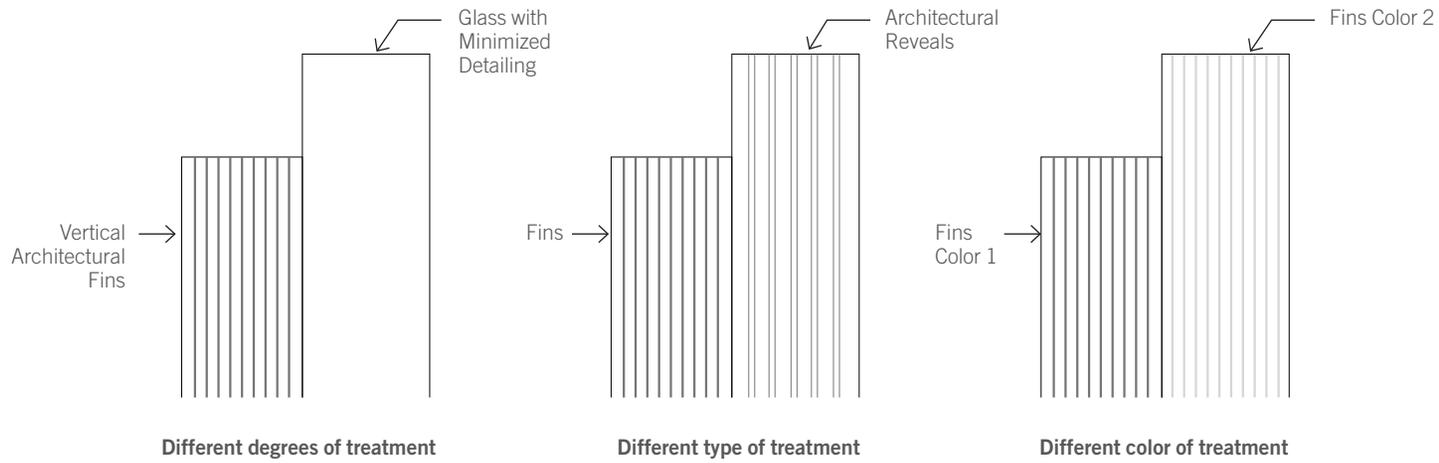


Fig. 6.4.2c H1 Façade Articulation: Treatment Examples

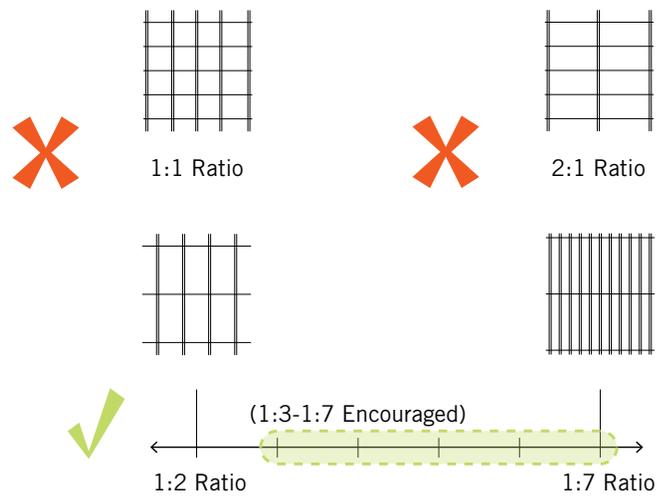


Fig. 6.4.2b H1 Façade Articulation: Vertical Façade Proportions



Fig. 6.4.4 H1 Relationship to Historic Context

6.5 PROJECTIONS

Projections, such as balconies and façade systems, enhance design, improve the articulation of building form and mass, and contribute to environmental conditions within and around the buildings.

6.5.1 ENCROACHMENTS

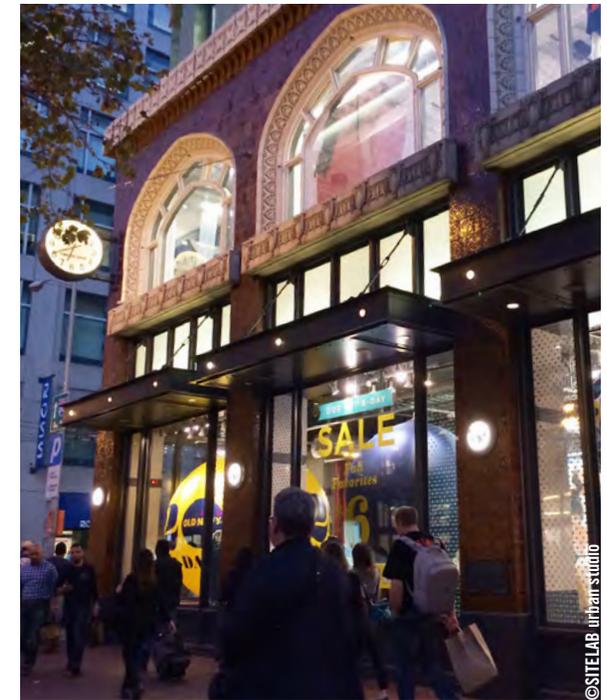
Encroachments, on the ground or immediately overhead, project into the right-of-way or public open spaces.

→ **BUILDING CANOPIES.** Canopies necessary to address wind hazards or improve pedestrian comfort shall provide at least 10 feet vertical clearance from sidewalk grade, shall have no more than 25 linear feet of continuous surface area that is opaque, and shall have a maximum depth of 15 feet. See Figure 6.5.1a and Figure 6.5.1b.

→ **OPEN SPACE CANOPIES AND OBSTRUCTIONS.** Open space canopies shall comply with *Section 4.4.4 Open Space + Streetscape: Mary Court: Overhead Structures.*



Mission Street / San Francisco, CA



Old Navy / San Francisco, CA

Fig. 6.5.1a Encroachments: Canopy Examples

Canopy Examples Legend

-  Opaque
-  Translucent/Transparent

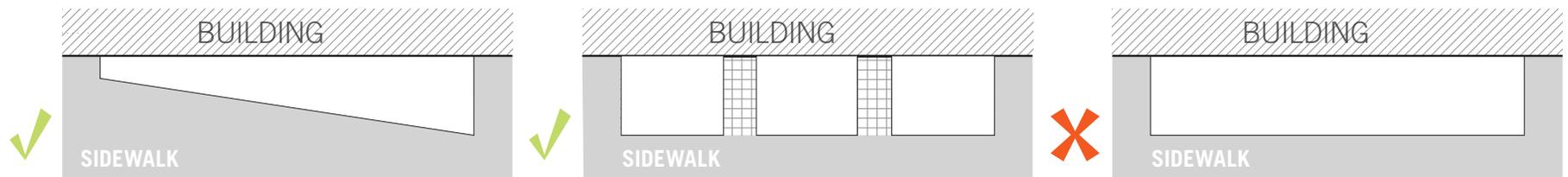
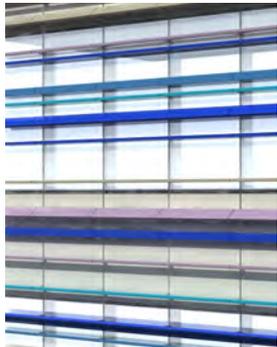


Fig. 6.5.1b Encroachments: Canopy Plan Scenarios

draft



Mint Plaza / San Francisco, CA



Horizontal



Vertical



Vertical

Fig. 6.5.3 Non-occupiable Projection Examples

6.5 PROJECTIONS CONT.

6.5.3 NON-OCCUPIABLE PROJECTIONS

Non-occupiable projections are architectural features that extend from building enclosure across property line and do not increase the floor area of the building, including façade system components, scrims, ribs, fins, louvers, and similar (canopies excluded). Non-occupiable projections shall have a minimum clearance of 15 feet from sidewalk grade and shall extend the following maximum distances over the block line into the street/open space, subject to coordination with City agencies.

→ **HORIZONTAL PROJECTIONS.** Horizontal architectural features, such as decorative louvers, shall not extend more than 6 inches over the lot line and not exceed more than 6 inches in height per feature. For information on awnings or canopies, see *Section 6.6.1*.

→ **VERTICAL PROJECTIONS.** Vertical architectural features, such as decorative fins, shall not extend more than 18 inches over the lot line and not exceed more than 18 inches in width per feature. Vertical projections may extend to building height.

See Figure 6.5.3 for illustrations of horizontal and vertical projections.

6.5.1 GUIDELINES: ENCROACHMENTS

Design and Materiality: Encroachments should support the activation of the public realm through their design and materials. The design should relate to the flexible, collaborative, operable, and industrial context of the project, keeping in mind their potential use as frameworks for art intervention, public contribution, or planting.

6.5.3 GUIDELINES: NON-OCCUPIABLE PROJECTIONS

Non-occupiable projections are encouraged to contribute to the articulation and modulation of building form and mass. A series or pattern of architectural elements is preferred, rather than singular elements. Such projections are encouraged to respond to SoMa's industrial context, advance environmental performance, or improve environmental conditions related to noise, view, wind, daylighting, or shadow.

6.6 ROOFS AND UTILITIES

Roofs are important visual elements in creating successful buildings; they are “5th façades” visible from other buildings and elevated vantage points.

6.6.1 ROOF SYSTEM

For all new construction, mechanical equipment enclosures, elevator enclosures, exit stair enclosures, and other rooftop elements shall not detract from the overall composition and expression of the building. Rooftop equipment shall be grouped as much as possible and screened or treated to minimize visual impact, through localized mechanical enclosures or building scale lanterns, for example.

6.6.3 UTILITIES AND SERVICE AREAS

Utilities and service areas shall be enclosed within buildings, lantern structures, screens, or mechanical enclosures.

6.6.1 GUIDELINES: ROOF SYSTEM

Renovated buildings are encouraged to follow the standard for new construction buildings.

Roof components visible from street level, especially mechanical equipment, ventilation exhausts, and other Heating, Ventilation and Air Conditioning (HVAC) components, should be designed as integral to the building design. Screens and/or vertical architectural features should mask visibility of mechanical systems. Roofs are encouraged to provide usable open space or sustainable design strategies. Roof design is encouraged to incorporate passive and active sustainable design strategies, including green roofs. Roof systems and techniques that enhance internal daylighting are encouraged. For more information, see *Chapter 9: Sustainability + Systems*.

6.6.2 GUIDELINES: ROOF LINE VARIATION

The multiple buildings within the 5M Project should create variety in roof expression related to roof form, shaping, structure, angle, or overall treatment. Refer to *Section 5.4.4 Building Form + Massing: Bulk Controls: Tower Completion*.

6.6.3 GUIDELINES: UTILITIES AND SERVICE AREAS

Frontages and enclosures for service, storage, utilities, utility vaults, panels, and mechanical systems should be minimized and/or integrated into the overall building articulation and treatment and provide continuity and visual interest at street level.

Space for ducts, exhaust pipes and other appurtenances with commercial uses adjacent to public open spaces should be minimized and/or integrated into the building.



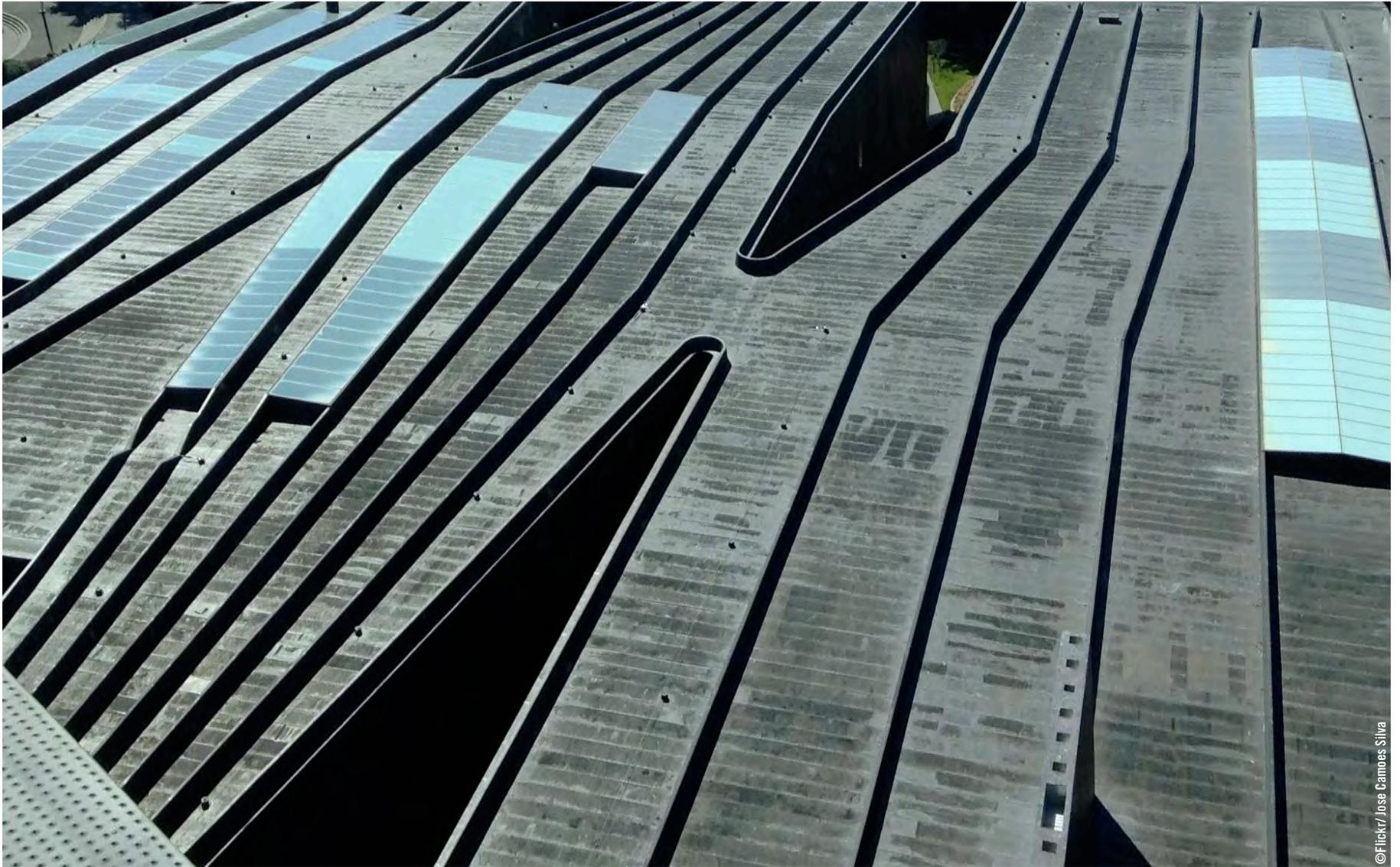
Roof Systems that Enhance Internal Daylighting
Alexandria Library / Alexandria, Egypt



Roof Mechanical Cohesive to Overall Building Design
ICA / Boston, MA

Fig. 6.6.1 Roof as 5th Façade

draft



© Flickr/ Jose Camoes Silva

DeYoung Museum / San Francisco, CA

Fig. 6.6.1 Roof as 5th Façade, cont.

6.7 EXISTING STRUCTURES

This section provides a framework for considering how the Secretary of the Interior’s Standards for Rehabilitation would apply in the 5M project site. The actual standards would be reviewed and applied at a more detailed level once a reuse plan is developed for each building and in all cases prevail over the guidelines in the event of an inconsistency.

6.7.1 EXISTING STRUCTURES

Three existing structures, the Chronicle, Dempster and Camelline buildings, will be retained according to the Secretary’s Standards. A portion of the Examiner Building will also be retained. The level of intervention or renovation permitted for each facade is identified in Figure 6.7.1a.

Low-level intervention, which is appropriate for primary façades, shall include rehabilitation and refinishing of exterior facades that maintain the character-defining features of the structures without visible permanent alteration. For secondary facades, addition of temporary elements, clearly distinguished from historic elements, is permitted, such as movie screens or canvases for artwork.

Moderate-level intervention allows items permitted under low-level interventions, plus installation of new openings for windows or doors while retaining the predominant character of the existing facade.

High-level intervention includes items permitted under low- and moderate-level intervention, plus the removal and replacement of an existing facade.

Building Intervention Level

- Low-level
- Moderate-level
- High-level
- Primary Facade

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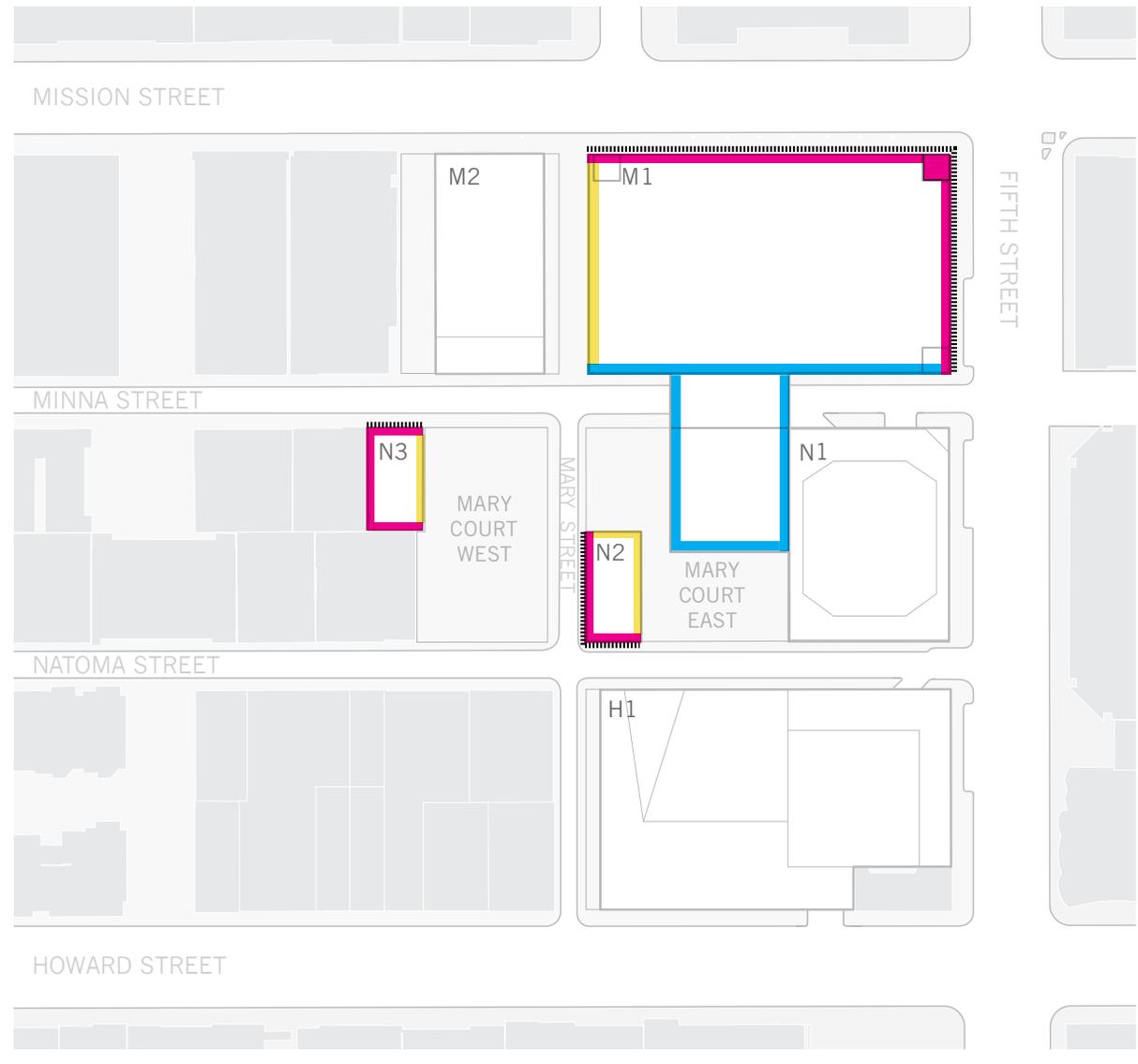


Fig. 6.7.1a Existing Structures Interventions

→ **CHRONICLE BUILDING (901 MISSION STREET).** The Chronicle building shall be recognized as an existing, important asset for the City and 5M.

→ **DEMPSTER BUILDING (447 MINNA STREET).** As a registered historic structure, the Dempster building shall be retained and rehabilitation shall comply with the Secretary of the Interior's Standards.

→ **CAMELLINE BUILDING (430 NATOMA STREET).** The Camelline building shall be retained and rehabilitation shall comply with the Secretary of the Interior's Standards. In each case, the scope of features subject to the Secretary of the Interior's Standards and the process for review is set forth in mitigation measures identified through the environmental review process.

.....
6.7.1 GUIDELINES: EXISTING STRUCTURES

→ **CHRONICLE BUILDING (901 MISSION STREET).** The Fifth and Mission Street building façades should be maintained without major visual or aesthetic changes. Renovations and interventions are permitted on the Mary Street façade, especially for increased transparency, entries, elevator/stair accessibility, building treatment, wayfinding, and street activation, to emphasize the public nature of the building. Renovations, interventions, and additions are also permitted for the Minna Street façade. The Minna Street façade design, with the demolition of a portion of the Examiner building, may also include additional entries to the building and retail-oriented street level frontages. The new facade should be distinct from the Chronicle building, to clearly delineate the new from the old.

Interventions and building additions are encouraged for the Chronicle roof, for the purposes of public open space, public open space access, active arts/retail uses, and stormwater/sustainable design strategies. Interventions

and additions to the Chronicle roof should consider the prominence of the clock tower as viewed from below. Interventions and additions to the Chronicle roof are permitted to be visible above the parapet walls and should be designed to enhance the character of the Chronicle as a beacon for the 5M site.

→ **THE EXAMINER BUILDING (110 FIFTH STREET).** The Examiner building creates an opportunity to retain and adapt an existing building to serve the site and the open space. The loading bays may be repurposed as retail or other activating use. A partial demolition allows for a new facade. The new facade where visible should be coordinated with any new facade or intervention on the Minna Street side of the Chronicle Building, but is not required to match it. The new facade should be distinct from the existing structure -- either through materiality, detail, scale of modulation, or other architectural strategy to distinguish the new from the old.

→ **THE CAMELLINE BUILDING (430 NATOMA STREET / 49 MARY STREET).** The rehabilitation of the secondary facades of the Camelline building should prioritize building treatments, transparency levels, material selection, and temporary elements that relate the building to, and serve to enhance, its surrounding public open space.

→ **DEMPSTER BUILDING (447 MINNA STREET).** The rehabilitation of the secondary facades of the Dempster, building should prioritize building treatments, transparency levels, and material selection that enhance the creative, accessible, multi-functional intent of the building and its close proximity to Mary Court.



Central Saint Martin's / London, UK



Tate Modern / London, UK

Former opaque brick façades incorporate modern interventions, such as glass window and door punch-outs, to create a new public building faces.



Contemporary Jewish Museum / San Francisco, CA

Fig. 6.7.1b Existing Structures: Adaptive Reuse

draft

6.7 EXISTING STRUCTURES CONT.

6.7.2 CHRONICLE UPPER LEVEL SETBACKS

The Chronicle Building's visual presence on the corner of Fifth and Mission Streets shall be maintained, without substantial change, as viewed from sidewalks across Fifth and Mission Streets within the same block.

6.7.2 GUIDELINES: CHRONICLE UPPER LEVEL SETBACKS

Per Figure 6.7.2, public components, such as greenhouses, may be permitted to be visible above the parapet, provided that they are part of a public function and are designed to enhance the presence of the Chronicle Building. In addition to the public function, the components should demonstrate a level of transparency in order to promote its program as public and connected to the ground floor. In contrast, enclosures to house mechanical equipment, exterior elevator and/or stairway overruns, storage, or otherwise blank, structures shall be set back from the Fifth Street and Mission Street façades such that they are not visible from the opposite sidewalk.

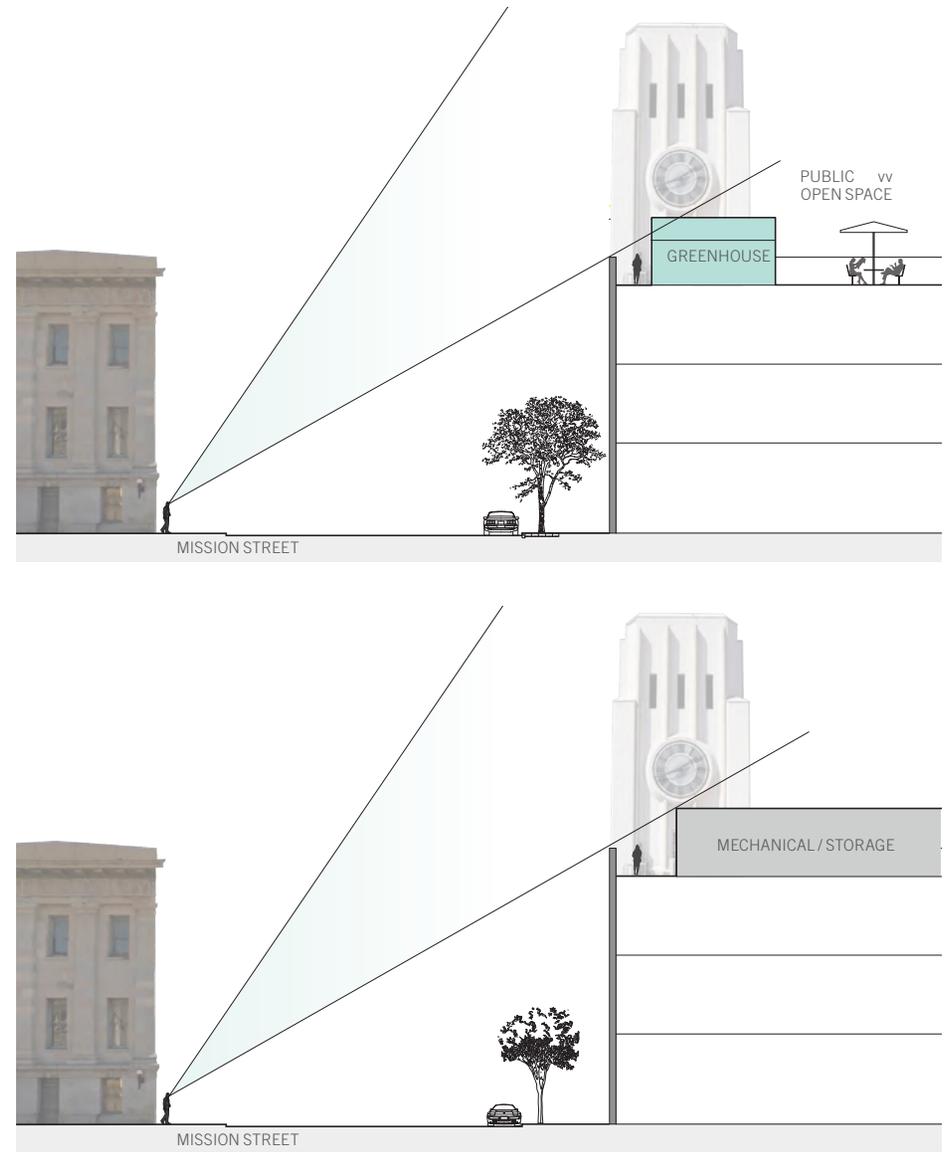


Fig. 6.7.2 Chronicle Building Upper Level Setbacks



Fig. 7.0 5th Street at Mission Street / San Francisco, CA

07.

CIRCULATION + TRANSPORTATION

- 7.1 Circulation Overview
- 7.2 Bicycle Storage and Support
- 7.3 Car Parking and Car Share
- 7.4 Loading and Services
- 7.5 Design and Public Impact

- Pedestrian Circulation Legend**
- Open Space
 - Pedestrian Activity
 - BART / MUNI Station
 - BART / MUNI Line
 - Central Subway Line
 - Street Directions
 - P Public Parking Entry
 - P Private Parking Entry
 - Site Boundary
 - Bus Route
 - Bike Route

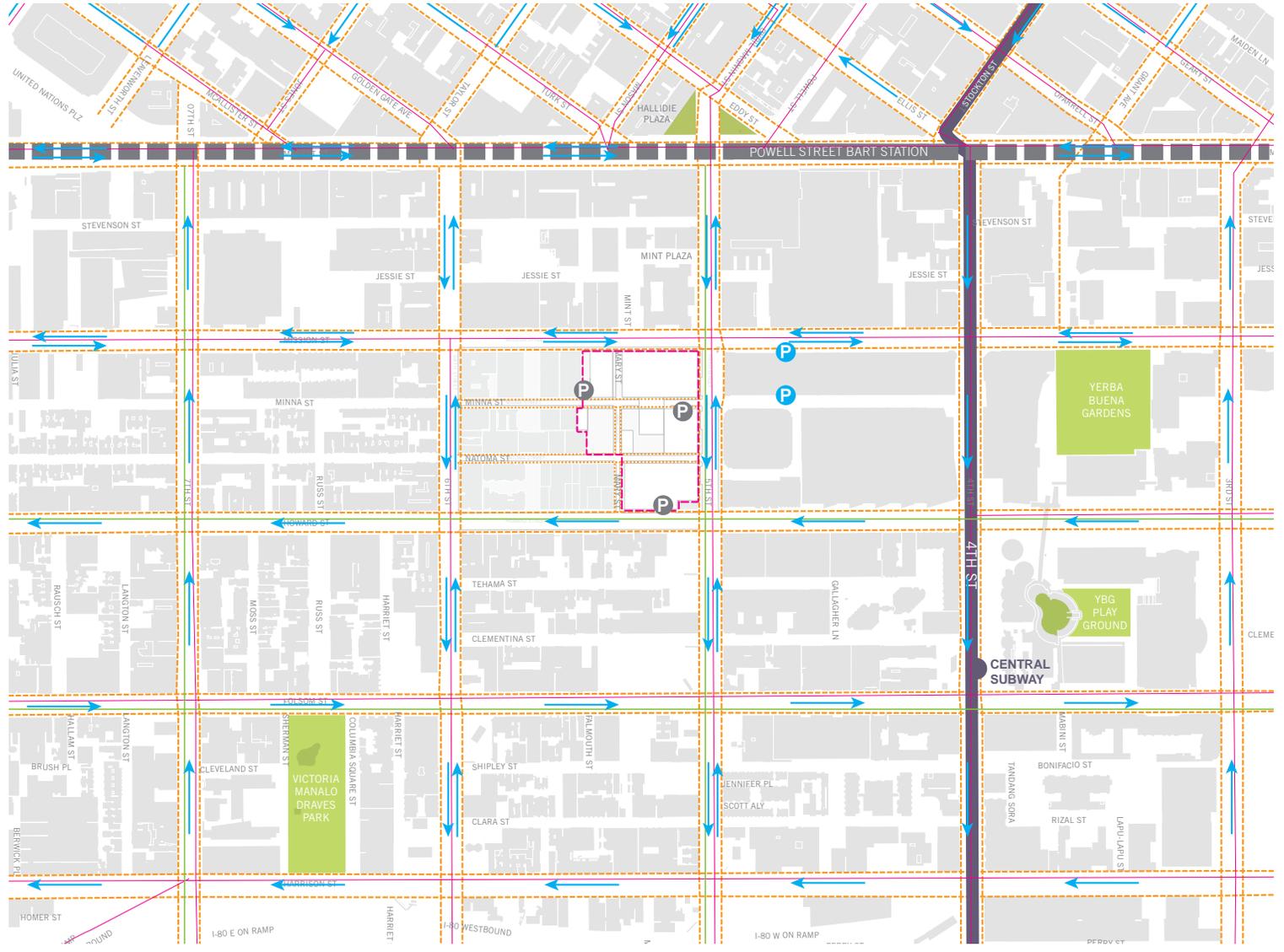


Fig. 7.1.1 Circulation Context

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7.1 CIRCULATION OVERVIEW

The 5M Project site is highly connected to commuter and local transit, with multiple underground and on-grade transit routes within a five-minute walk. Planned bicycle lanes circumscribe two sides and visitor parking is available immediately across Fifth Street at the Fifth and Mission garage.

The site design moves cars off the streets as quickly as possible, with circulation organized to reduce traffic on the pedestrian oriented alleyways while balancing the need for services and loading off of the main thru-ways. Design features encourage walking and biking, while minimizing conflicts between pedestrians, cyclists, and vehicles where they inevitably cross.

ALLEYWAYS. The alleyways are designed as a network of pedestrian oriented passages through an active, multi-functioning site. Design treatments reflect a range in function from pedestrian-only public space to access points for loading and service.

BICYCLES. Bicycles are an essential mode of travel to the site. To encourage this, ample bicycle storage and showers and lockers are provided, as well as an opportunity for a bike repair shop or related retail.

CARS. Subterranean basement parking replaces the existing 12 parcels of surface parking. The below-grade parking provides efficiencies and consolidate entry ramps to 3 locations across the site.

LOADING. Service delivery vehicles will be directed below grade. Freight loading will be provided off-street, through an off-street drive-through between Howard and Natoma Streets and on off-street bays on Minna Street.

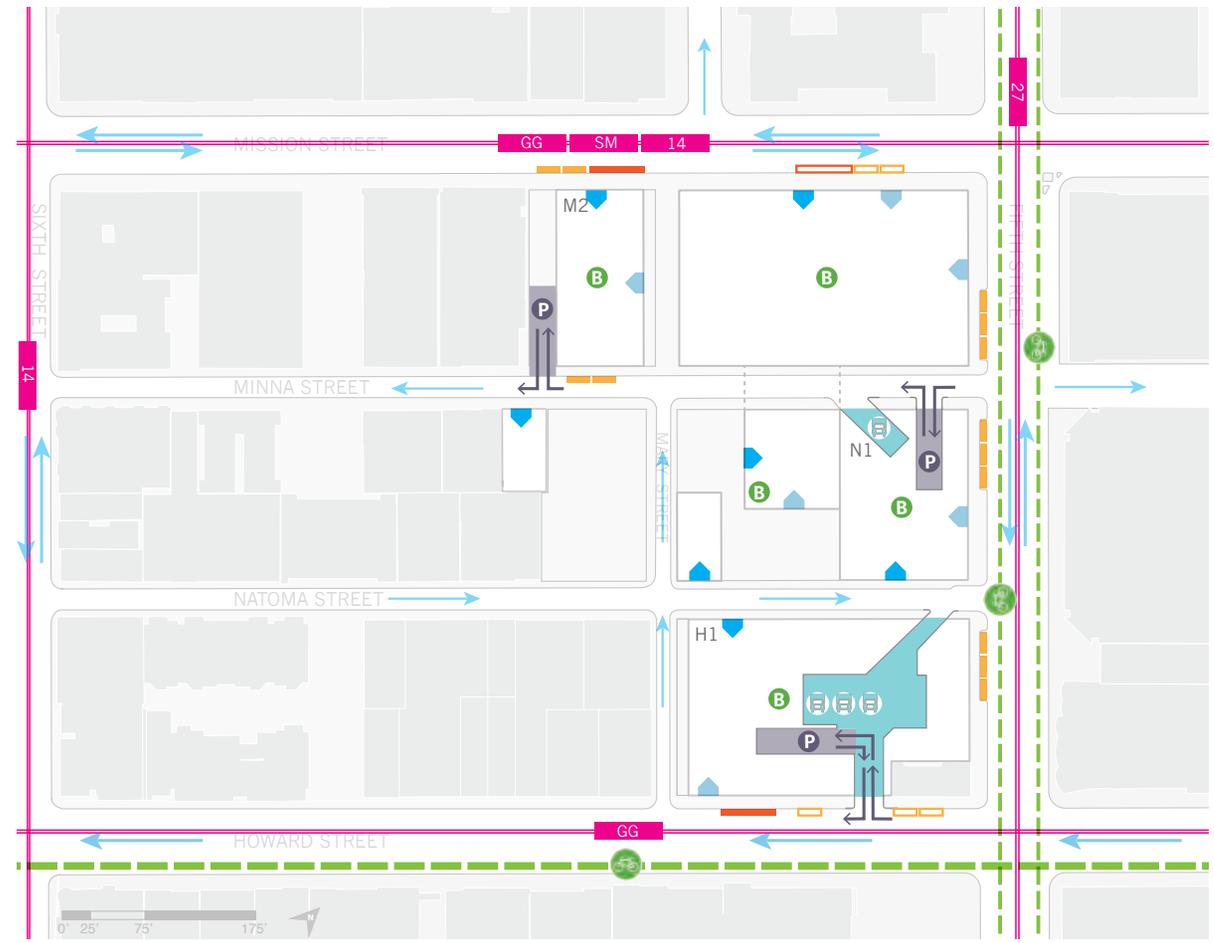


Fig. 7.1.2 Ground Level Circulation Plan

Site Circulation Legend

Bus Routes	Off Street Loading	Passenger Loading Only (Existing)
Bicycle Routes	Vehicular Flow	Passenger Loading Only (Proposed)
Off-Street Bicycle Parking	Primary Entry	Metered Commercial Loading (Existing)
Private Parking Access	Secondary Entry	Metered Commercial Loading (Proposed)

7.2 BICYCLE STORAGE AND SUPPORT

The City has set a goal to increase the bicycle mode share to 10 percent of all trips by 2018 (source: SFMTA Bicycle Strategy). In order to meet this goal, bicycle circulation and parking needs to be safe, convenient, and enjoyable. Early tenants of existing buildings at 5M have already demonstrated the demand for bicycle parking.

7.2.1 BICYCLE PARKING ACCESS

Class 1 (off-street) bicycle parking shall be accessible from the street, either through building entries or through a key card controlled door or gate adjacent to parking entries.

7.2.2 CLASS 1 BICYCLE PARKING LOCATION

Class 1 (off-street) bicycle parking shall be made convenient and easily accessible from the street. Class 1 bicycle parking for residential uses shall be located in the first basement level or above, including the ground floor, amenity levels, or in-unit. Non-residential Class 1 bicycle parking may be consolidated within the District and shall be located on the ground floor or on the first basement level. Bicycle parking shall have clear signage, visible from the street or upon entry to each building, and from parking locations to building circulation.

7.2.3 CLASS 2 BICYCLE PARKING LOCATION

Class 2 (on-street) bicycle parking shall be accessible from public rights-of-way. It shall be located in areas of high visibility to avoid theft and situated to avoid damage from passing vehicles. Where bicycle parking is not located within clear view on approach to the building entry, a sign shall be provided at entry to indicate location of parking. Class 2 bicycle parking may be consolidated, but shall be provided within 150 feet of each “primary” building entrance.

7.2.4 BICYCLE SUPPORT

Shower Facilities and lockers required of any building within the District may be provided anywhere within the District, so long as facilities are provided in the amount required by Planning Code Section 155.4, and are distributed within two or more buildings throughout the District. Such facilities shall be available free of charge to commercial tenants and employees of all buildings within the District.



Simple designs provide easily accessed and secure storage

Fig. 7.2.3 On-Street Bicycle Racks

draft

7.3 CAR PARKING AND CAR SHARE

5M provides parking consistent with the Planning Code. Since the nearby Fifth and Mission Garage is accessible to visitors, parking is only provided for employees and tenants; no additional parking is provided for visitors to retail, arts, cultural and education uses. District parking is private for the use of residents and on-site workers.

7.3.1 PARKING LOCATION: PRIVATE CARS & CAR SHARE

Parking for private cars and car share may be located in shared subterranean facilities within the District, as illustrated in Figures 7.3.1a and 7.3.1b. Car share parking shall be provided within subterranean facilities and have shared access with general car parking.

7.3.2 INTERIM PHASE PARKING

Existing accessory surface parking lots not removed in Phase 1 of the project may continue to be used as such without further authorization.

7.3.3 PARKING CAPACITY

Parking shall be provided at a maximum 0.5 spaces per residential unit at a maximum of 7 percent of gross square feet for commercial space.

Parking Legend

-  Car Parking
-  Ramp From Street Level
-  Building Core Locations

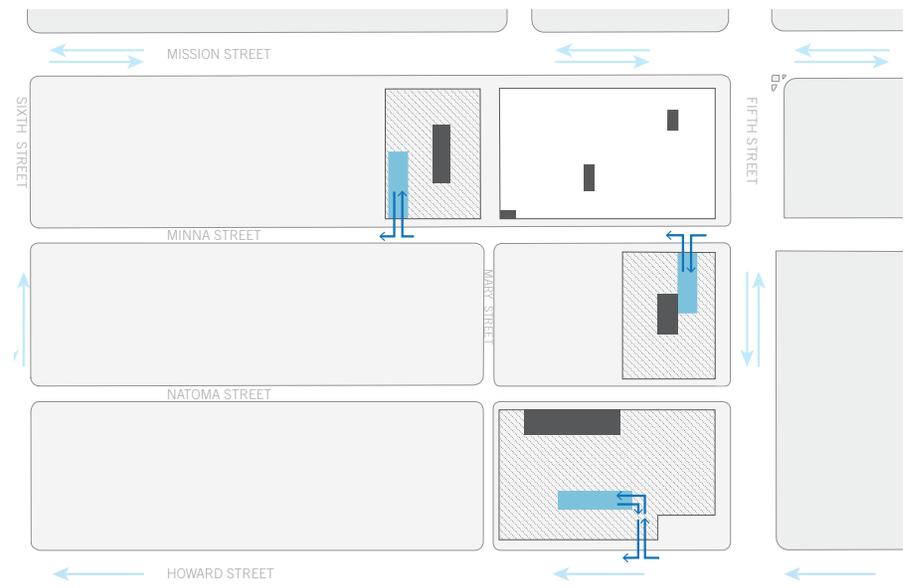


Fig. 7.3.1a Vehicular Parking: Lower Level 1 Sample Plan Diagram

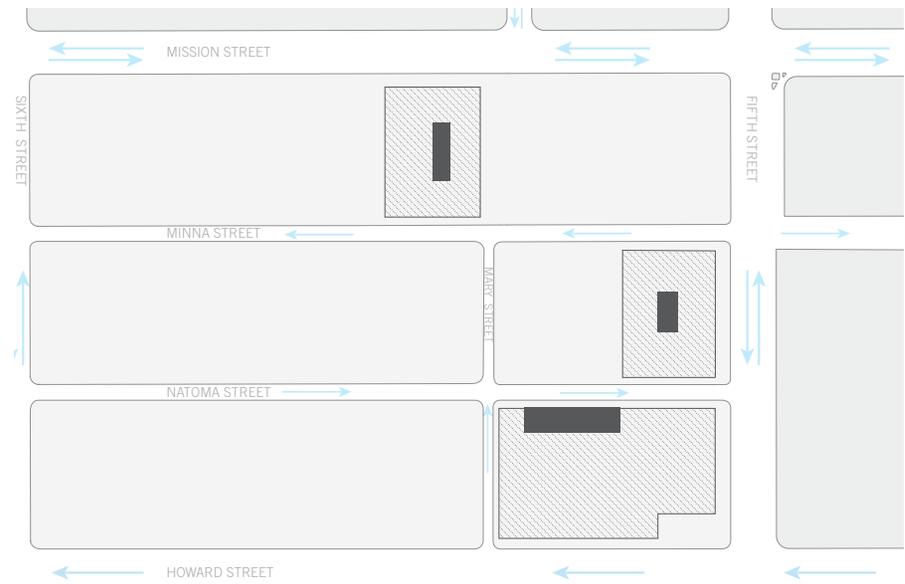


Fig. 7.3.1b Vehicular Parking: Lower Level 2-3 Sample Plan Diagram

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7.3 CAR PARKING AND CAR SHARE CONT.

7.3.4 PARKING AND LOADING ACCESS

Priorities for parking entry locations are illustrated in Figure 7.3.1a. No direct building entrances to parking or off-street loading areas shall be permitted on Mission Street or Fifth Street. Entrances, curb cuts and façade openings for off-street parking and loading areas within the District may be no more than 27 feet wide (if the driveway includes a five-foot wide bicycle lane), otherwise no more than 22 feet, except that one entrance (with associated curb cut and façade opening) of up to 30 feet shall be permitted for an off-street combined automobile parking and freight loading entrance/exit from Howard Street and one entrance (with associated curb cuts and façade openings) of up to 25 feet shall be permitted for off-street freight loading egress onto Minna Street, as illustrated in Table 7.3.4.

7.3.5 PARKING EGRESS SIGHTLINES

In order to reduce the possibility of conflicts at driveways, sight triangles shall be provided at all egress points such that vision within the triangle is not obstructed by objects or walls, per Figure 7.3.5. These triangles shall be 10 feet wide, parallel to the street, and 10 feet wide perpendicular to the street, with a minimum clearance of 15 feet. This provides pedestrians walking along the face of the building and vehicles exiting the site sufficient distance to see and react to one another such that buzzers, lights, or other pedestrian warning devices are not required.

STREET	PARKING ACCESS (FT)	OFF-STREET LOADING (FT)	COMBINED PARKING/LOADING (FT.)
MISSION STREET	none permitted	none permitted	none permitted
FIFTH STREET	none permitted	none permitted	none permitted
HOWARD STREET	22	15	30
MINNA STREET	27	22	n/a
MARY STREET	none permitted	none permitted	none permitted
NATOMA STREET	none permitted	25	n/a

Table 7.3.4 Maximum Curb Cuts (width)

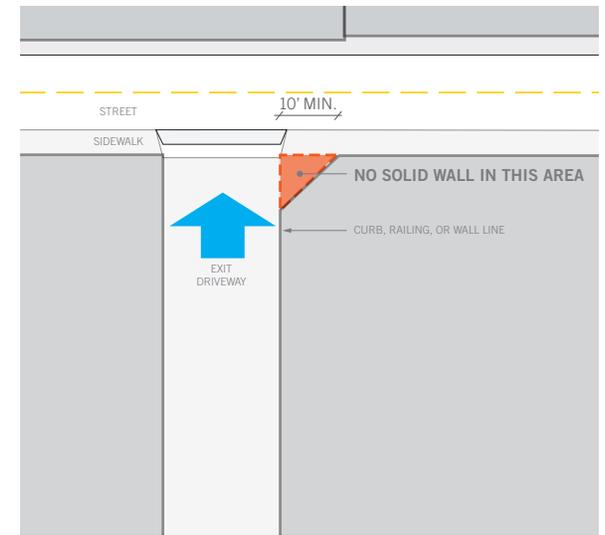


Fig. 7.3.5 Parking Egress Sightlines

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7.3 CAR PARKING AND CAR SHARE CONT.

7.3.6 DRIVEWAY AND GARAGE ENTRIES

In order to provide safe, efficient flow of vehicles and minimize wait times and queuing of cars beyond the property line, parking driveways shall comply with the following standards, as illustrated in Figure 7.3.6:

→ **GARAGE DOOR.** The garage door shall be a secure, motorized door located at the property line. The garage door shall remain open during times of peak parking traffic. At off-peak times, the garage door shall be opened via the electronic control method of access.

→ **METHOD OF ACCESS.** The garage door (during off-peak hours) and the parking access control shall be opened via remote electronic device, such as AVI.

→ **DRIVEWAY ENTRY TRANSITION STRIP.** The flat area of the driveway between the driveway ramp and the property line shall be at least 8 feet in length with a 3 percent maximum slope, so that outbound/uphill driveway vehicles have a clear view of pedestrians prior to crossing the property line.

→ **DRIVEWAY RAMP.** The driveway ramp shall not exceed a 20 percent slope, but 15 percent or less is preferred.

→ **TRANSITION STRIPS.** Transitions strips shall be located before and after the driveway ramp, to avoid abrupt slope changes that can damage cars. The transition strip at the ramp base shall be a minimum of 10 feet in length with a slope equal to half of the difference be-

tween the two slopes it transitions between. The top transition strip adjacent to the driveway entry transition strip shall be a minimum of 8 feet in length with a slope equal to half of the difference between the two slopes it transitions between. For example, if the entry slope is 2 percent, and the driveway ramp is 12 percent, then the transition slope shall be $12\% - 2\%$ divided in half, or 5 percent.

→ **PARKING ACCESS CONTROL.** Access to the parking garage shall be controlled by a drop down arm or secure gate located a minimum of 80 feet from the property line. The slope at the parking gate shall be 3 percent maximum. A separate keyed / key control door shall be provided for bike access.

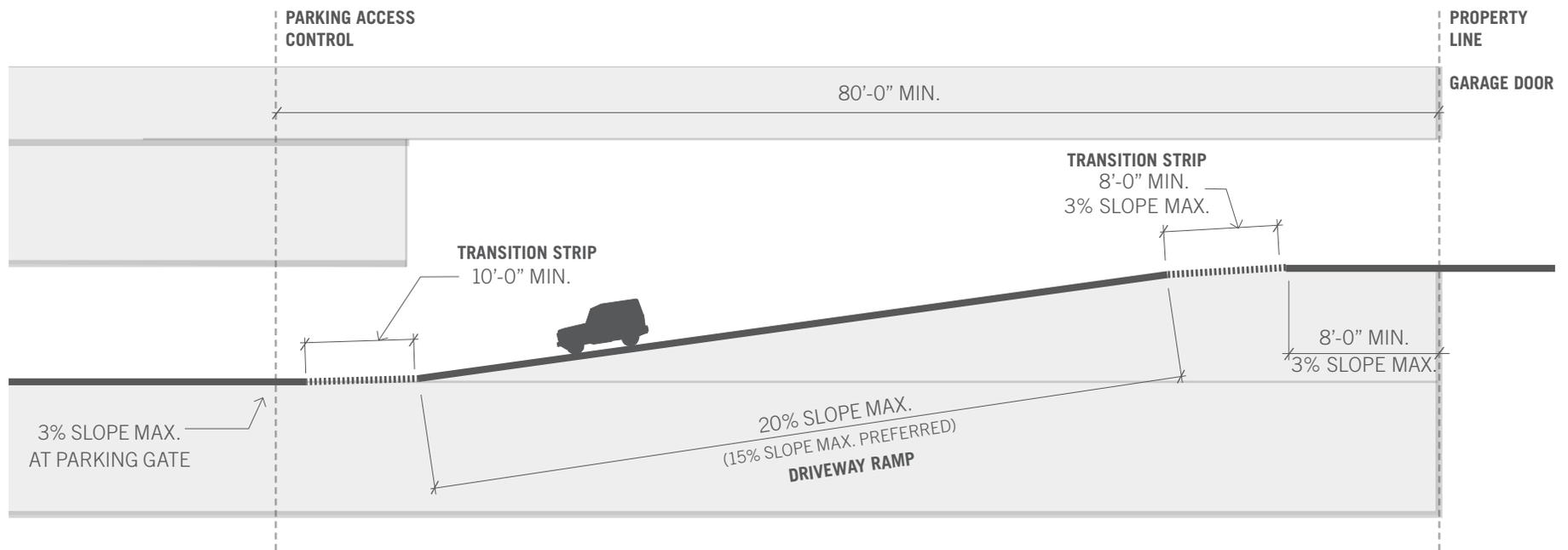


Fig. 7.3.6 Parking Entry Standards

7.4 LOADING AND SERVICES

To balance the pedestrian realm with the necessities of loading and servicing each building, loading is split with service delivery vehicles located below grade and freight loading at grade. Pedestrians, vehicles and bicycles will share these streets—making it critical that the layout and design of the on-grade loading be integrated into the building architecture and streetscape design in a manner that resonates with the culture of SoMa’s streets and alleys.

7.4.1 LOADING SPACES

Three options for loading shall be provided in the minimum quantities listed in Table 7.4.1:

→ **SERVICE DELIVERY LOADING.** Space for parking and servicing of service delivery vehicles shall be provided within the first subterranean level of the basement parking. Recommended locations for service delivery loading are identified in Figure 7.4.3. Service delivery spaces shall be a minimum of 8 feet by 20 feet with 7-foot vertical clearance.

→ **OFF-STREET FREIGHT LOADING.** Space for parking and servicing of freight vehicles shall be provided off-street, within the building parcel to be served, or within a 200-foot radius thereof. Recommended locations for off-street freight loading are identified in Figure 7.4.3.

→ **ON-STREET LOADING.** Curb-side loading zones shall be provided, as needed, in the locations designated in Figure 7.4.3.

¹ Percentages based on City and County of San Francisco, Transportation Impact Analysis Guidelines for Environmental Review, October 2002; Table H.

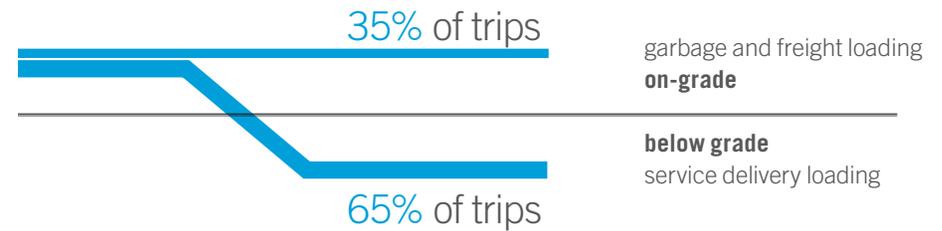


Fig. 7.4.1 Split Loading Strategy.¹

BUILDING	SERVICE DELIVERY	OFF-STREET FREIGHT	ON-STREET FREIGHT
CHRONICLE + EXAMINER	-	-	2
M2	-	-	2
N1	-	1	1
CAMELLINE	-	-	-
DEMPSTER PRINTING	-	-	-
H1	6	3	2
TOTAL	8	5	8

Table 7.4.1 Minimum Loading Requirements (spaces per building)

draft

7.4 LOADING AND SERVICES CONT.

7.4.2 DISTRICT LOADING

Off-street loading spaces provided within the District shall be permitted to serve any building in the District.

7.4.3 LOADING ACCESS

Service delivery vehicles shall access the subterranean level through the car parking access ramps. Access to off-street loading bays shall be located off of Howard Street and Minna Street as illustrated in Figure 7.4.3. Loading access shall consolidate and minimize curb cuts and shall not exceed the maximums in Table 7.4.1. Entrances and facade openings shall comply with *Section 7.3.4 Parking and Loading*. On-grade loading access shall be subject to *Section 7.5 Design and Public Impact*.



Fig. 7.4.3 Loading: Ground Level

Loading Legend

- Bus Stop
- Passenger Loading Only (Existing)
- Passenger Loading Only (Proposed)
- Metered Commercial Loading (Existing)
- Metered Commercial Loading (Proposed)
- Ground Level Parking
- Garbage and Recycling Area
- Freight Loading Area
- Service Delivery Vehicles
- Freight Delivery Vehicles

draft

7.5 DESIGN AND PUBLIC IMPACT

The 5M Project design optimizes service, parking and loading functions and integrates them into the overall design strategy.

7.5.1 TRAFFIC CALMING

Streets used for both circulation and for parking and loading shall include traffic calming measures to reduce speeds and preserve the pedestrian character of the District. For more information, refer to *Chapter 4: Open Space + Streetscape*.

7.5.2 VISUAL IMPACT - PARKING

Parking design elements visible from the street shall be integrated into overall architectural treatment/materiality of the building.

7.5.3 PARKING, LOADING AND SERVICE ENTRIES

Parking, loading, and service entries shall include either opaque or translucent garage door panels to avoid large service openings on the street. See Figure 7.5.3.

7.5.2 GUIDELINES: VISUAL IMPACT - PARKING

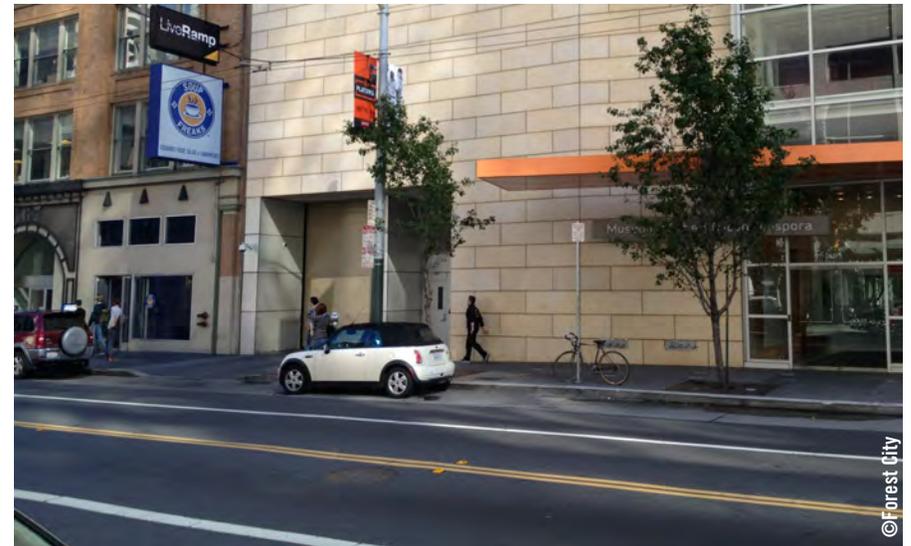
Mechanical vents and utilities related to parking should minimize visual and noise impacts on public streets as much as possible.

7.5.3 GUIDELINES: PARKING, LOADING AND SERVICE ENTRIES

Portions of the garage visible from the public realm should reflect the same architectural character employed throughout the rest of the building. Blank, undifferentiated walls (ex. solid stucco or concrete) should be avoided.

7.5.4 GUIDELINES: EXIT DOORS AND ALCOVES

Pedestrian exit door alcoves adjacent to the sidewalk are discouraged unless integrated with active spaces, such as primary entrances or non-residential community uses.



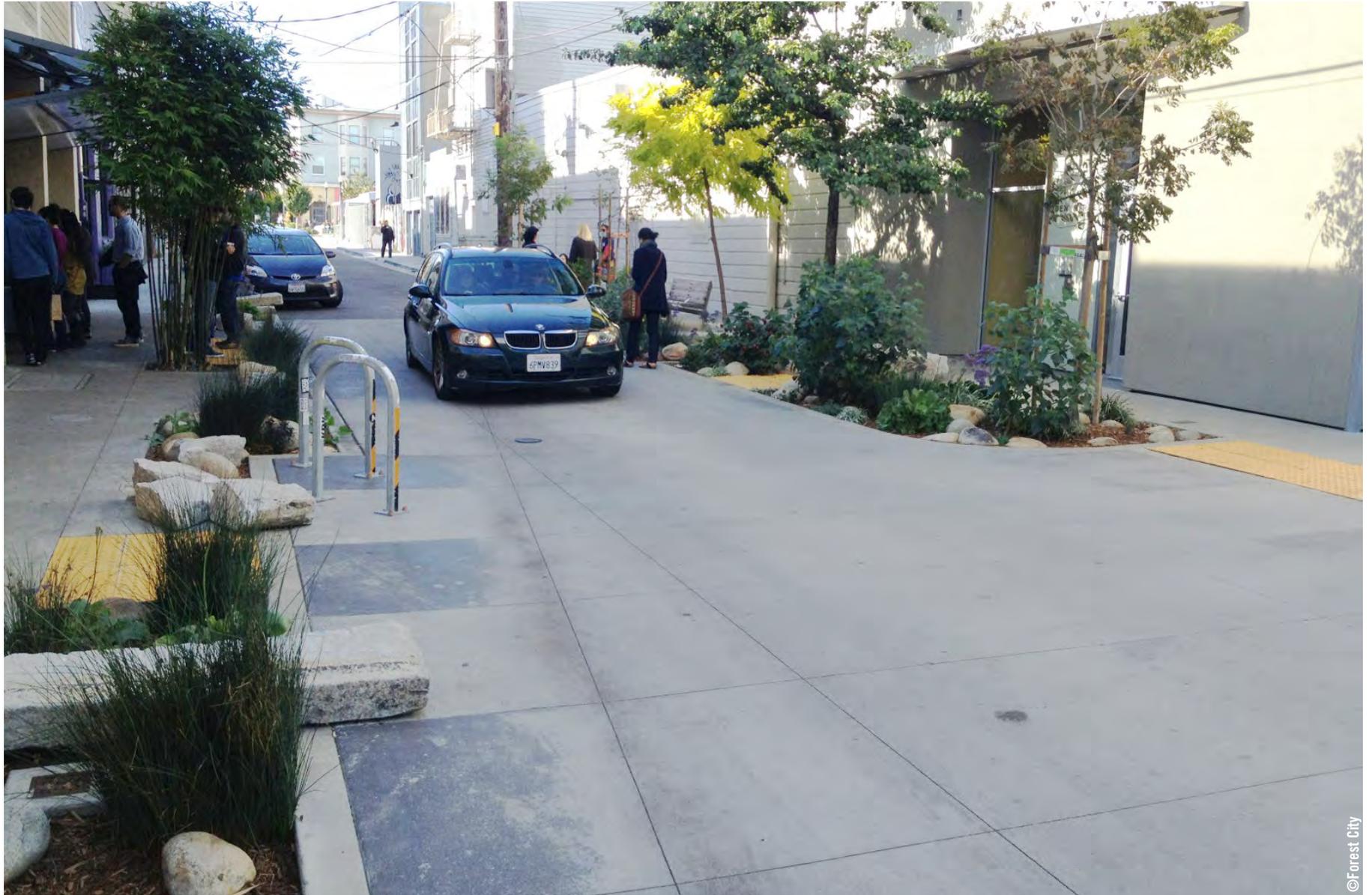
Museum of African Diaspora / San Francisco, CA



560 Mission / San Francisco, CA

Fig. 7.5.3 Loading Design Precedents

draft



©Forest City

Linden Alley / San Francisco, CA



©Shae Rocco/Forest City

Fig. 8.0 Art Installation at Dolores Park / San Francisco, CA

draft

08.

ART + SIGNAGE

- 8.1 Public Art
- 8.2 Site Lighting
- 8.3 Site Signage and Wayfinding
- 8.4 Building-Related Signage

8.1 PUBLIC ART

Thoughtful programming of the District's public realm open spaces helps to maximize public use. Programming may include providing original interactive experiences, engaging children and families, promoting health and exercise, showcasing local food and cuisine, staging performances, festivals and exhibits. Art – including markers, sculpture, screens, projections, murals, lighting, and elaboration of the wall and ground plane surfaces – is an integral and identifiable hallmark of the 5M Project.

8.1.1 PUBLIC ART

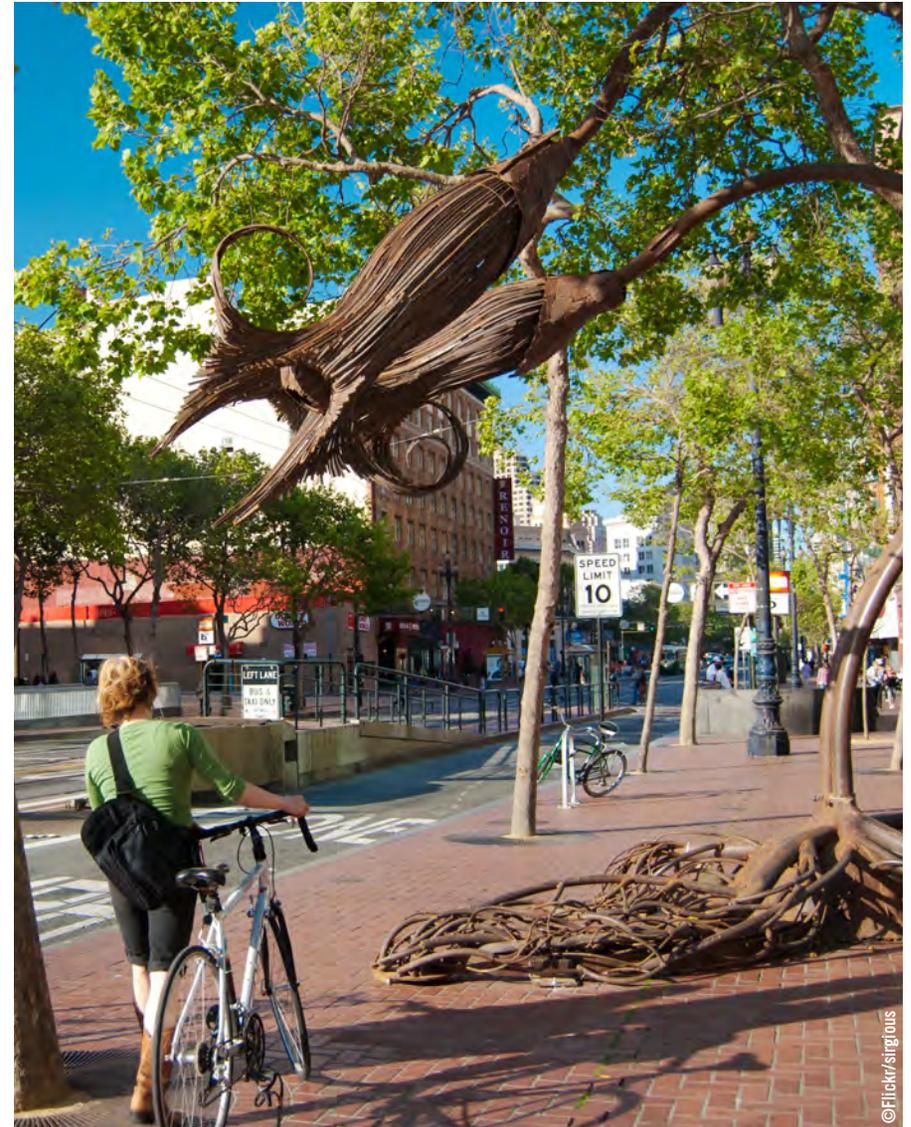
Public art installations shall be integrated into the design of the public realm and may be located within the usable public open spaces, pedestrian alleys (in accordance with *Section 4.7 Open Space + Streetscape: Streets and Alleys*) and within the “furnishing zone” of the perimeter streets and alleys, where they do not interfere with pedestrian circulation. Public art may include, but is not limited to, murals, sculptures, and video displays.

8.1.1 GUIDELINES: PUBLIC ART

Art installations should prioritize interaction and engagement with pedestrians of all ages. Art that invites play, re-presents the environment, provides thoughtful information, and creates opportunities for participation are all encouraged.

8.1.2 GUIDELINES: PUBLIC PERFORMANCES & EVENTS

Include play structures – either explicitly for children or sculpture that engages adults and children alike. Provide space and infrastructure to allow food trucks, concerts, performance art, and temporary kiosks or vendors to set up on site.



Valiant Flower by Karen Cusolito / San Francisco, CA

draft



Eleven Heavy Things by Miranda July / Venice Biennale



Crown Fountain / Chicago



The Bakken Museum/ Minneapolis

Fig. 8.1.1 Public Art Examples

8.2 SITE LIGHTING

5M provides a hierarchy of lighting types and levels that illuminate streets and open spaces with clear, inviting, and comfortable visibility at night.

8.2.1 GENERAL LIGHTING

Size, height, placement, and frequency of light fixtures shall relate to and prioritize pedestrians and cyclists on interior streets and alleys. See Figure 8.2.1. High pressure sodium lights are not permitted.

8.2.2 STREET LIGHTING

On perimeter streets, locate street light poles in the site furnishing zone. Light levels shall be sufficient to ensure pedestrian and vehicular safety. To the extent feasible, lamps shall utilize high-efficiency technology such as LED to minimize energy consumption, but in any event would be consistent with City and SFPUC standards.

8.2.1 GUIDELINES: GENERAL LIGHTING

Lighting should be provided at the lowest levels which are in accordance with the Illumination Engineering Society of North America (IESNA) lighting guidelines and applicable codes. Light levels should limit night sky pollution.

Lighting should enhance public facilities and businesses and encourage their use at night. Light fixtures should be considered platforms for bringing programming and events outside. Sidewalks should have embedded, grated trenches to run conduit. Fixtures should embed additional conduit, pathways, and outlets for temporary lighting, internet, audio/visual and other installations.

8.2.3 GUIDELINES: ACCENT LIGHTING

Accent lighting at focal points, art pieces, pavilions, and design features are encouraged. Accent lighting should incorporate opportunities for art, public art, technology, and collaborative interventions such as light sculptures, illuminated art signage, projection/cinema. Mood lighting for trees, paths, or gathering areas is encouraged. Mood lighting should consider indirect illumination and small, distributed, low-wattage hanging/chain lamps. See Figure 8.2.3.



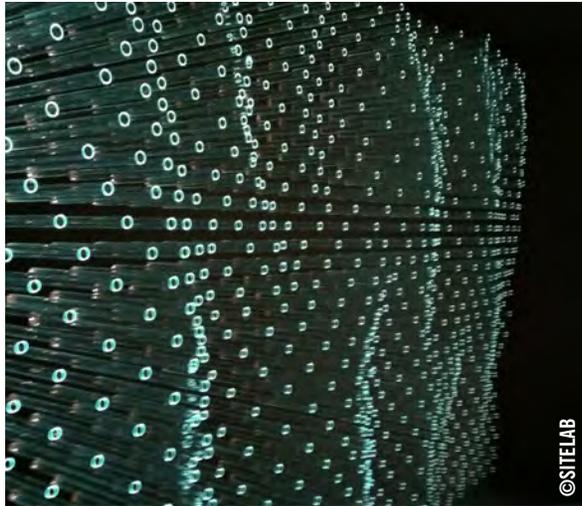
Open Space Pathway Lighting – downlighting integrated in railing



Informal Pathway Lighting – flexible hanging lights

Fig. 8.2.1 General Lighting: Mood and Pathway Lighting

draft



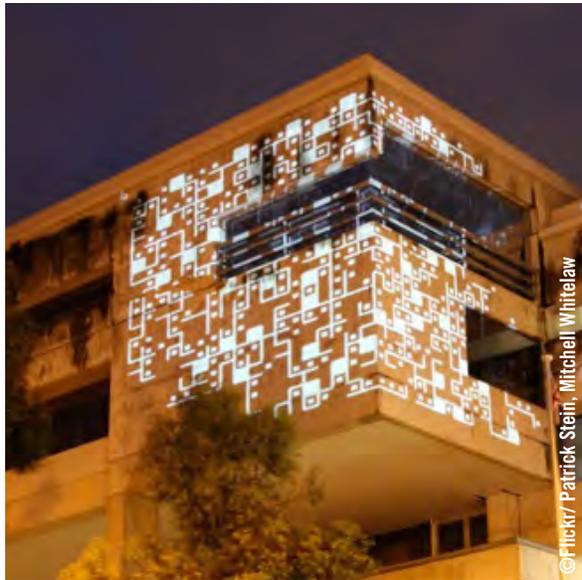
© SITE LAB

Light Art



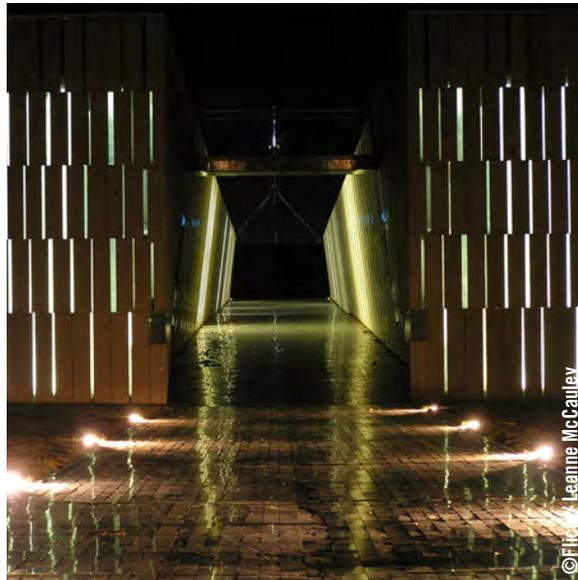
© Wilson Rivera

Illuminated Text



© Flickr/ Patrick Stein, Mitchell White law

Projection Lighting



© Flickr/ Leanne McCauley

Integrated Accent Lighting

Fig. 8.2.3 Accent Lighting: Art interventions and indirect sources

8.3 SITE SIGNAGE AND WAYFINDING

8.3.1 WAYFINDING SIGNAGE

Wayfinding signage is permitted in the district. Permanent wayfinding signage shall be designed to limit separation from the surrounding neighborhood.

8.3.1 GUIDELINES: WAYFINDING SIGNAGE

Wayfinding signage for vehicular parking access should be balanced with pedestrian realm. Wayfinding signage is permitted for interior public facilities, rooftop open space and facilities, ADA assistance, alternative access routes, and bicycle facilities.

8.3.2 GUIDELINES: COMMERCIAL SIGNAGE

Signage for ground plane uses is encouraged to take cues from SoMa and support the flexible and creative character of 5M, such as small blade signs, chalk boards, split-flap displays, window signs, projection, wall murals, and sidewalk stencils. Continuation of the SoMa trend in building wall signage/displays as well as maintenance and incorporation of existing wall signage are both encouraged.

Commercial signage that is temporary, mutable, and artistic is preferred. Such signage should be accomplished through collaboration with local designers, artists, tenants, or neighborhood stakeholders. Building, Wall, and Window signage incorporating projection, kinetics, new technology, mural arts, and illumination are preferred for these commercial-artist collaborations.

To signal and encourage evening activity that is essential to a safe and vibrant community, artistic signage using projection, neon, and LEDs are encouraged.

8.3.3 GUIDELINES: SIGNAGE FOR ROOFTOP ACCESS

Signage and wayfinding elements signaling the location and pathway to the Chronicle rooftop is encouraged to be creative and attention-getting.



Anchor & Hope, Commonwealth / San Francisco, CA



Fig. 8.3.1 Wayfinding Signage Examples



Dekalb Market / New York, NY, Juice Bar / San Francisco, CA



Fig. 8.3.2 Commercial Signage Examples

draft

8.4 BUILDING-RELATED SIGNAGE

Signage at 5M is designed to express and emphasize the variety and specific character of each entity. As an important tool, signage provides an engaging and legible exterior to the activities within. To promote the interactive atmosphere of the 5M Project and relate the interior uses and tenants to the exterior activities and public realm, signage at 5M should be considered a creative element, incorporating opportunities for art and community.

8.4.1 SIGNAGE DESIGN

Signage for individual facilities, businesses, and entities shall emphasize their individual and independent character. Signage shall not be designed as uniform or repetitive throughout buildings in the District to avoid the appearance of a closed campus environment. The intent of blade signs to have a narrower depth than height or width, shall be maintained.



Fig. 8.4.1 Ground Floor Signage Examples



©Pattraic

Fig. 9.0 Green Rooftop / Toronto, Canada

09.

SYSTEMS + SUSTAINABILITY

- 9.1 Approach and Practices
- 9.2 Policy Overview
- 9.3 Sustainability Overview
- 9.4 Stormwater Management
- 9.5 Utilities

NOTE: Chapter 9 reflects Code requirements as of 2013 and will be updated to reflect Code requirements at time of approvals.

9.1 APPROACH AND PRACTICES

Sustainability is woven into the fabric of the 5M Project. Encompassing community, economy, and environment, the project engages the City’s social, entrepreneurial, and natural resources. From public open space to stormwater and sun, the project creates a complete and interconnected neighborhood for the current community and future generations.

COMMITMENT TO SUSTAINABILITY

The 5M Project sustainability approach steps back to consider the big picture, treating the community, the environment, and the economy as collective, mutually-supportive assets. A central idea within this big move is to position the project in terms of abundance—identifying, leveraging, and enhancing the plentiful resources within the site, program, and climate.

The 5M Project, in terms of its prime location near significant transit, robust social and community development program, and balanced financial model, already represents a holistically sustainable ecosystem. In this section, the abundance approach is applied to natural resources—detailing the design systems and strategies for environmental sustainability.

As a cluster of blocks, the entire site area has more resources to draw from than a single building. Abundant environmental assets at the 5M Project include transit, open space, sun, and stormwater.

→ **TRANSIT** The site’s proximity to a major transit node and dense SoMa neighborhood context results in many trips by foot, bike, and bus, with many less by car.

→ **OPEN SPACE** Mary Court, the Chronicle Rooftop, the pedestrian streets, network of alleys, as well as

upper roof terraces of buildings create large open areas for many users and a multiplicity of activities.

→ **SUN** During the dry season, large building surfaces and rooftops point to potential solar energy harvesting, daylighting, and passive heating.

→ **STORMWATER** During the wet season, large impervious surface areas (at-grade and rooftop) create the potential to harvest and treat stormwater flows.

5M SUSTAINABLE PRACTICES

This sustainability effort seeks to maintain the following general practices identified below throughout the entire project life:†

- Recycle underutilized, auto-dominated land.
- Bring a wide range of diverse, inclusive, active uses close together.
- Provide amenities that support transit use and non-vehicular modes.
- Locate density near multiple mass transit systems.
- Incorporate bicycle parking, facilities, and pedestrian/bicycle-oriented street design.
- Optimize solar access through site design and building massing.
- Minimize wind impacts through site design, building massing, shaping and treatments.
- Integrate stormwater management into site and building design.
- Incorporate green building systems, materials, and technologies in site and building design.
- Design for energy efficiency and conservation at every design phase from site considerations to building exterior and interior engineering and architectural design elements.

draft



Fig. 9.1 Public Parklet / San Francisco, CA

9.2 POLICY OVERVIEW

The 5M Project pursues the latest thinking in sustainable design, leveraging the opportunity of the site scale and the latest technology and practices available at the time of construction.

LOCAL SUSTAINABILITY POLICIES

5M sustainability goals stem from the following policies:

- **STATE ASSEMBLY BILL 32 (AB32) CALIFORNIA'S GLOBAL WARMING SOLUTIONS ACT, 2006.** AB-32 requires the State to reduce greenhouse gas (GHG) emissions to 1990 levels by the year 2020. An executive order further requires an 80% reduction below 1990 levels by 2050. The vast majority of these reductions come from efficient buildings and equipment.
- **SF CITY / COUNTY DEPARTMENT OF BUILDING INSPECTION GREEN BUILDING CODE AB-093, JULY 2012.** Building on AB-32, AB-093 requires project submittals, approved construction documents, and completed projects to conform to the Green Building code requirements of Chapter 13C of the San Francisco Building Code. AB-093 requires LEED certification for most new buildings and alterations.
- **STATE CALGREEN CODE, 2011.** CALGreen requires all public and private projects in California to meet the State's green building code, known as CALGreen (Chapter 11 of Title 24 building code). CALGreen requires sustainability measures across a wide range of issues including alternative transportation, waste stream separation, water conservation, low-emitting materials, and many others.
- **SF CLIMATE ACTION PLAN, 2004.** The Climate Action Plan provides scientific information on

the causes of climate change and projections of its impacts. In May 2008, the San Francisco Environment Code was amended (Ordinance Number 81-08) to establish specific greenhouse gas reduction targets: 25% below 1990 levels by 2017, 40% below 1990 levels by 2025, and 80% below 1990 levels by 2050.

- **SF BETTER STREETS PLAN, 2010.** These design guidelines for San Francisco's pedestrian realm seek to balance the needs of all street users, with a particular focus on pedestrians and streets as open space. The plan features street ecology, street greening, and on-site storm water management; resource efficient elements and materials; streets as green corridors and habitat connectors; and a healthy urban forest.
- **SF STORMWATER DESIGN GUIDELINES, 2010.** These guidelines (Ordinance No. 83-10) direct projects to comply with City, State, and federal mandates for water quality protection through stormwater management—as well as providing a tool for watershed restoration, habitat creation and city greening.
- **SF RECYCLED WATER ORDINANCES (ADOPTED 2001, AMENDED 2004).** The City and County of San Francisco has enacted the Reclaimed Water Use Ordinances (Ordinances 390-91, 391-91, and 393-94, Article 22, San Francisco Public Works Code) requiring all property owners to install dual-plumbing systems for recycled water use within designated use areas under specific project circumstances.
- **THE CENTRAL SOMA PROJECT.** The San Francisco Planning Department is advancing related changes to allowed land uses, building heights, and pedestrian improvements in the Central

SoMa. The proposed EcoDistrict aligns energy, water, and waste infrastructure systems.

- **SAVINGS BY DESIGN.** Savings by Design is an energy efficiency incentive program offered by Pacific Gas & Electric (PG&E). For projects falling between 10% and 30% better than Title 24's energy code, PG&E offers a one-time financial incentive intended to defray the cost of purchasing efficient technologies.
- **SF STANDARDS FOR BIRD-SAFE BUILDINGS, SEPTEMBER 2011.** The San Francisco Planning Code (Ordinance Number 199-11) established standards for bird-safe buildings to help reduce injury and mortality in birds caused by certain types of new construction, replacement facades, and building features.
- **SF CONSTRUCTION & DEMOLITION DEBRIS, 2006.** San Francisco adopted an ordinance (No. 27-06) for a mandatory program to maximize the recycling of mixed construction and demolition debris. The 5M Project must divert at least 75% of construction debris and at least 65% of demolition debris from the landfill to a Registered Facility and create a Demolition Debris Recovery Plan (DDRP).
- **SF BUILDING A BRIGHT FUTURE - ENVIRONMENTAL PLAN, 2008.** The Environmental Plan outlines how the City plans to achieve its environmental targets relating to climate protection; renewable energy and energy efficiency; zero waste; clean transportation; green building and urban forest.
- **SF SUSTAINABILITY PLAN, 1996 (ADOPTED 1997).** The Sustainability Plan establishes sustainable development as a goal of municipal public policy and sets out broad objectives for a sustainable society.

draft



©Flickr/ Danile Ramirez

Fig. 9.2 California Academy of Sciences Rooftop/ San Francisco, CA

9.3 SUSTAINABILITY STANDARDS AND GUIDELINES

San Francisco's sustainability policies form a high bar for requirements and baseline standards for the site and buildings at 5M.

This section identifies the key programs, requirements and standards for the buildings and open spaces at 5M, foregrounding the additional sustainability guidelines and aspirations recommended in the following section.

The 5M Sustainability Code Baseline Sustainability Standards Matrix (see Table 9.3.1) details the State and San Francisco City code requirements applicable to the 5M Project, embedding the following regulations:

- San Francisco Codes for Green Building, Environment, Planning, Building and Health
- San Francisco Bird-Safe Building Ordinance and Supplemental Design Standards

→ San Francisco Construction & Demolition Debris Ordinance

→ 5M Project Notice of Preparation of an Environmental Impact Report, Greenhouse Gas Checklist

9.3.1 BASELINE SUSTAINABILITY

The project shall fulfill the minimum requirements in the Sustainability Code Baseline Sustainability Standards Matrix related to energy, water, waste, transportation, materials, air quality, wildlife and site.

9.3.2 LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION

Per San Francisco Green Building Code (AB-093), all new large commercial buildings and major renovations shall achieve a minimum certification of LEED Gold, 60 points. As required, all new large commercial buildings and major renovations shall achieve additional points required to meet LEED Gold. See Figure 9.3.2.

Per San Francisco Green Building Code (AB-093), all new high-rise residential buildings shall achieve a minimum certification of LEED Silver, 50 points. Per San Francisco Green Building Code (AB-093), all new large commercial buildings that displace a historic resource and require street demolition shall secure 10 LEED points more than the minimum threshold required for LEED Gold, a minimum of 70 points. As needed, major renovations to existing buildings, pursuant to SFGBC AB-093 will achieve a minimum certification of LEED Gold, 60 points.

Note: Fulfilled requirements from the Baseline Sustainability Standards Matrix are permitted to count toward LEED certification levels and points where applicable. Additional points required to achieve LEED certification levels are encouraged to prioritize the aspirational sustainability goals, particularly related to the reduction of greenhouse gas (GHG) emissions and the implementation of an EcoDistrict.



Fig. 9.3 The Highline / New York, NY

draft

	CRITERIA	MINIMUM PERFORMANCE REQUIRED	SPECIFICATION SOURCE(S)	LEED TRACKING (CREDITS) COMPLIES	LEED TRACKING (CREDITS) CONTRIBUTES
ENERGY	ENERGY PERFORMANCE	For new construction of large commercial and residential buildings: Demonstrate at least a 15% energy reduction compared to 2008 California Energy Code, Title 24, Part 6 OR (for LEED) demonstrate at least 15% more compliance over ASHRAE 90.1 2007. For commercial and residential alterations: Comply with LEED EAp1.	SF GB Code Chapter 13C.5 SFO GHG Checklist SFO Building Code SFO Housing Code, Chp. 12	EAp1 EAc1 (3 pts)	-
	RENEWABLE ENERGY	Generate renewable energy on-site at least 1% of total annual energy cost (LEED EAc2) OR demonstrate an additional 10% energy use reduction (total of 25% compared to Title 24, Part 6 OR purchase Green-E certified renewable energy credits for 35% of total electricity use (LEED EAc6).	SF GB Code Chapter 13C.5 SFO GHG Checklist	EAc2 (1 pt) or EAc6 (2 pts)	EAc1 (1-19 pts)
	SITE LIGHTING	For new large commercial projects: Comply with lighting power requirements in CA Energy Code, CCR Part 6, which requires that lighting be contained within each source. No more than 0.01 horizontal lumen footcandles 15 feet beyond site, or meet LEED credit SSc8.	SF GB Code Chapter 13C.5 SFO GHG Checklist	SSc8 (1 pt if targeted)	EAc1 (1-19 pts)
WATER	COMMISSIONING	For high-rise residential, large commercial buildings and alterations: meet LEED EAp1 Fundamental Commissioning. For large commercial buildings: also meet LEED EAc3 Enhanced Commissioning of Building Energy Systems.	SF GB Code Chapter 13C.5 SFO GHG Checklist	EAp1 / EAc3 (2 pts)	-
	PLUMBING FIXTURES	Meet LEED WEc3, 30% Water Use Reduction. For M-1: Meet LEED Prerequisite 20% savings below UPC/IPC 2006.	SF GB Code Chapter 13C.5	WEp1 / WEc3 (3 pts)	WEc2 (2 pts)
	METERING	For large commercial buildings: Provide submeters for spaces projected to consume more than 1,000 gal/day, or more than 100 gal/day if the building is over 50,000 SF.	SF GB Code Chapter 13C.5	-	EAc5 (3 pts)
WASTE	BUILDING RECYCLING	Provide adequate space and equal access for storage, collection and loading of compostable, recyclable and landfill materials.	SF Building Code 106A.3.3 and 13C.5.410.1	MRp1	
	CONSTRUCTION WASTE GENERATION	Construction Waste Management - 75% Diversion. Submit a Demolition Debris Recovery Plan where buildings will be fully demolished- requires at least a 65% diversion of demolition debris.	SF GB Code Chapter 13C.5 SFO Construction & Demolition Debris Ordinance SFO Environment Code, Chp. 14 SFO GHG Checklist	MRc2 (2 pts)	

Table 9.3.1 Sustainability Code Baseline Matrix

	CRITERIA	MINIMUM PERFORMANCE REQUIRED	SPECIFICATION SOURCE(S)	LEED TRACKING (CREDITS) COMPLIES	LEED TRACKING (CREDITS) CONTRIBUTES
	STORMWATER	Refer to Section 8.41 for stormwater requirements. SF Public Utilities Commission stormwater management requirements mandate the achievement of LEED SSc6.1 for stormwater rate and quantity management, all making LEED SSc6.2 Stormwater Quality easier to achieve.		SSc6.1 (1 pt) SSc6.2 (1 pt)	
TRANSPORTATION	BICYCLE PARKING	For large commercial buildings: Provide short-term and long-term bicycle parking for 5% of total motorized parking capacity each OR meet SF Planning Code Sec 155 (whichever is greater) OR meet LEED credit SSc4.2. For new/major renovations of commercial buildings: Provide shower and changing facilities. SF Planning Code 155.4: 10,000-20,000 GSF = 3 bicycle spaces 20,000-50,000 GSF = 6 bicycle spaces >50,000 GSF = 12 bicycle spaces Retail services: 25,000-50,000 GSF = 3 bicycle spaces 50,000-100,000 GSF = 6 bicycle spaces 100,000 GSF = 12 bicycle spaces For residential buildings over 50 dwelling units: Provide 25 Class 1 spaces plus one Class 2 space for every 4 dwelling units over 50.	SF GB Code Chp. 13C.5.106.4 SFO Planning Code 155.2 through 155.5 GHG Checklist	SSc4.2 (1 pt if the IEED option is pursued)	EAc1 (1-19 pts)
	ALTERNATIVE TRANSPORT	For large commercial buildings: Mark 8% of total parking stalls for low-emitting, fuel-efficient and carpool/van pool vehicles. For residential buildings: Provide 1 car-sharing space (50-200 units); 1 plus 1 space for every additional 200 dwelling units (201+ units)	SF GB Code Chapter 13C.5.106.5 SFO Planning Code 166 SFO GHG Checklist	-	SSc4.3 (3 pts) SSc4.4 (2 pts)
	TRANSPORT PROGRAMS	A portion of the project is within the C-3 District. New buildings above 100,000 GSF: Provide on-site Transportation Management Programs (TMP) and Transportation Brokerage Services (TBS) for the lifetime of the project.	SFO Planning Code, Section 163 SFO GHG Checklist	-	ID Point Possible
MATERIALS + AIR QUALITY	REFRIGERANTS	For large commercial buildings, meet LEED EAc4 Enhanced Refrigerant Management. Do not install equipment that contains CFC's or Halons.	SF GB Code Chapter 13C.5	EAp3 EAc4 (2 pts)	-
	INDOOR AIR QUALITY	For large commercial buildings, meet LEED IEQc3.1 Indoor Air Quality (IAQ) Management Plan, During Construction.	SF GB Code Chapter 13C.5	IEQc3.1 (1 pt)	IEQc3.2 (1 pt)
	LOW TOXIC FINISHES	Achieve LEED IEQ 4.1, 4.2, 4.3 and 4.4 Low Emitting Materials.	SF GB Code Chapter 13C.5	IEQc4 (4 pts)	-

Table 9.3.1 Sustainability Code Baseline Matrix cont.

draft

	CRITERIA	MINIMUM PERFORMANCE REQUIRED	SPECIFICATION SOURCE(S)	LEED TRACKING (CREDITS) COMPLIES	LEED TRACKING (CREDITS) CONTRIBUTES
MATERIALS + INDOOR AIR QUALITY	VENTILATION FILTRATION & POLLUTANT CONTROL	For large commercial projects: Provide at least MERV-8 filters in regularly occupied spaces in mechanically ventilated buildings OR meet LEED credit IEQc5 (if the LEED option is pursued). Residential buildings are not located within an air quality hotspot and therefore do not require additional filtration above code.	SF GB Code Chp. 13C.5.106.4 SFO Health Code Article 38 SFO Building Code Chp. 1203.5	IEQc5 (1 pt if targeted)	-
	BUILDING ENTRANCES	For new large commercial buildings: Design exterior entries and/or openings subject to foot traffic or wind-driven rain to prevent water intrusion into buildings.	SF GB Code Chapter 13C.5.407.2.2	-	-
	ACOUSTICS	For large commercial projects: Ensure wall and roof-ceilings have an STC of 50, exterior windows STC of 30, and party walls and floor-ceilings STC of 40.	SF GB Code Chp. 13C.5	-	ID Point possible
WILDLIFE	BIRD-SAFE BUILDING	For all new buildings and additions to existing buildings, treat these building feature-related hazards: - Free-standing clear glass walls, skywalks, greenhouses on rooftops, and balconies that have unbroken glazed segments 24 SF and larger in size - Free-standing clear-glass landscape features or bus shelters - Glazed passageways/lobbies with clear sightlines through building broken only by glazing - Transparent building corners Requirements apply to: - 90% of glazing from grade up to 60 feet - 100% of building feature-related hazard Social considerations for historic buildings may apply.	SFO Bird-Safe Building Ordinance and Design Standards	-	ID Point possible
SITE	LOCATION	The project is located on a pre-developed site in the downtown core, and therefore will automatically earn LEED points related to site selection and development density.	LEED for New Construction & Major Renovations Rating System	SSc1 (1 pt) SSc2 (5 pts)	-
TOTAL		TOTAL POSSIBLE BASELINE POINTS		30-31 PTS	14+ PTS

Table 9.3.1 Sustainability Code Baseline Matrix cont.

9.3 SUSTAINABILITY STANDARDS & GUIDELINES CONT.

9.3.3 SUSTAINABILITY GUIDELINES

The 5M Project is encouraged to incorporate goals and implement strategies listed in the Sustainability Guidelines Matrix (see *Table 9.3.3*), where possible.

The Sustainability Guidelines Matrix details the relevant programs* that are guiding sustainability progress in buildings and neighborhoods:

- California Energy Code, Title 24, Part 6
- Leadership in Energy and Environmental Design (LEED)
- AIA Architecture 2030 Design Challenge
- Central SoMa EcoDistrict

*These programs are influenced by California's Global Warming Solutions Act (AB 32). State legislature passed Assembly Bill 32 (AB 32) California's Global Warming Solutions Act in 2006, which requires that the State reduce greenhouse gas (GHG) emissions to 1990 levels by the year 2020. A related executive order further requires an 80% reduction below 1990 levels by 2050. The State is planning for the vast majority of these reductions (26.3 million metric tons of GHG emissions) to come from energy efficiency improvements in buildings and equipment. Because AB 32 is managing emissions limits across the state, it directly drives green building code requirements at the local level and encourages more aggressive performance standards to be implemented.

LEED Certification Legend

-  LEED Gold
-  LEED Gold or None (Pending extent of renovation)
-  LEED Silver

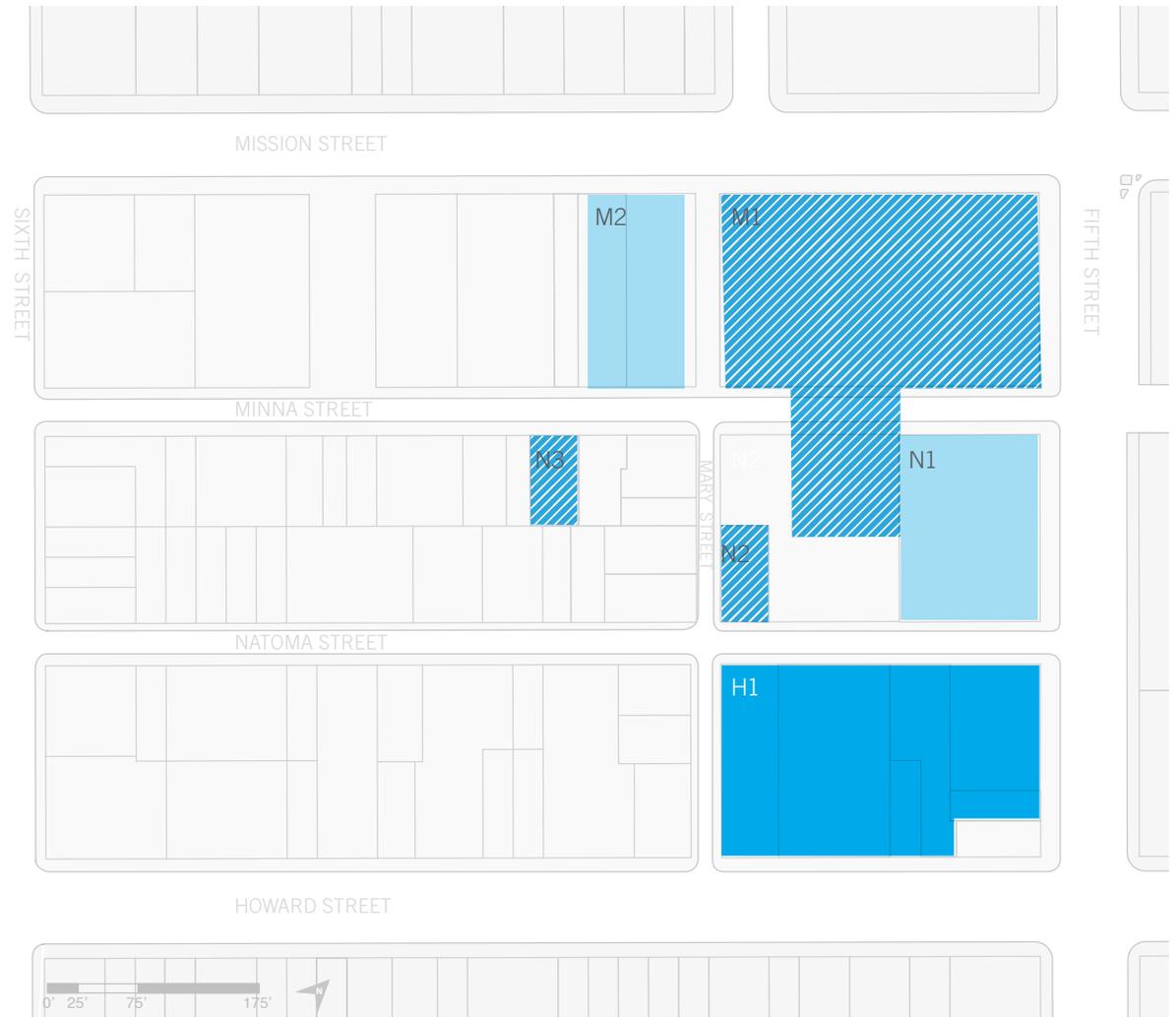


Fig. 9.3.2 LEED Certification

draft

	GUIDING PROGRAM	DESCRIPTION	PERFORMANCE ASPIRATIONS	POSSIBLE 5M GOAL
BUILDING ↑	CALIFORNIA ENERGY CODE, TITLE 24, PART 6	Administered by the California Energy Commission, the standard regulates: energy efficiency performance in buildings and drive local regulation including the City's Green Building Code. The energy performance baseline of the standard increases every five years.	The roll out of Title 24 is expected January 1, 2014. The updated code will be more strict, possible up to 20% more strict than the current 2008 code for commercial and multi-family residential buildings.	Exceed the Title 24 Code in effect.
	LEED	Leadership in Energy and Environmental Design (LEED) is administered by the non-profit U.S. Green Building Council. The rating system sets the standard for Green Building in the U.S.	The San Francisco Green Building Code requires LEED Gold certification for large commercial buildings and major renovations, and LEED Silver certification for multi-family residential buildings. LEED Platinum is the highest level of certification.	<ul style="list-style-type: none"> - Target LEED Gold certification for all buildings to align residential development with State net zero energy goals. - Assess LEED Platinum potentials during the early stages of design.
NEIGHBORHOOD ↓	AIA ARCHITECTURE 2030 DESIGN CHALLENGE	Architecture 2030 is a non-profit, non-partisan, independent organization, in alliance with the American Institute for Architects (AIA), that crafted the 2030 Design Challenge for carbon neutral building by 2030. In San Francisco, 56% of greenhouse gas (GHG) has emissions associated with building energy use. The challenge includes goals closely aligned with the California Public Utilities Commission adopted in 2008 and helps the Commission meet San Francisco Climate Action Plan goals to reduce carbon emissions 80% from 1990 levels by 2050.	Per the California Public Utilities Commission, the goal is for net zero energy by 2020 for all new residential construction and 2030 for all new commercial construction. The goal is not mandated, but sets a policy direction from the State energy code, Title 24. The AIA Design Challenge allows up to 20% of the building's energy demand to be offset by purchasing renewable energy.	Reduce greenhouse gas emissions as much as possible and use national standards for commercial and residential building types to benchmark progress.
	CENTRAL CORRIDOR ECO-DISTRICT	The Central SoMa Plan Area, which includes the 5M site, is identified by the City Planning Department for EcoDistrict implementation - the subject of a significant re-zoning effort to encourage sustainable growth. An Eco-District is a district where neighbors, community institutions, and businesses join with city leaders and utility providers to meet sustainability goals and co-develop innovative projects. The EcoDistrict Plan will be created in collaboration with area stakeholders through a Task Force, or as projects and financing mechanisms are established through grant-funded work.	Collaboration with the Central SoMa EcoDistrict Plan (completion goal: Fall 2013) is voluntary but Task Force and SF Planning Department may adopt future policies in the Eco-District Plan. Outside of EcoDistrict planning, one district level strategy already required in the Central SoMa is dual-plumbing for new construction in order to ready buildings for the city supplied recycled water line (SF Public Works Reclaimed Water Use Ordinances).	<ul style="list-style-type: none"> - Evaluate district-scale building and site strategies during design. - Design building systems to easily "plug into" district level heating and cooling infrastructure in the future. - District strategy areas may include transportation, energy, water, placemaking, waste.

Table 9.3.3 Sustainability Guidelines Matrix

9.4 STORMWATER MANAGEMENT

Stormwater management and treatment within the public realm areas at 5M will employ and integrate a variety of sustainable sites best practices and low impact design strategies throughout the District.

Low Impact Design (LID) measures help reduce and delay the volume of runoff leaving a site and entering the storm/sewer system, thereby reducing the frequency of combined storm/sewer overflows, minimizing flooding impacts, and protecting bay area water quality.

5M is served by a system that conveys storm and wastewater by the same piped system. The combined storm/sewer flows receive treatment at the City's wastewater treatment plant before discharged to the Bay. Unlike conventional stormwater systems, storm/sewer systems treat urban runoff before discharge. When the capacity of storm/sewer systems is exceeded by large storm events (typically greater than the 5-year storm), localized flooding and system overflows can occur, causing the release of partially-untreated storm/wastewater into receiving water bodies. Untreated storm/sewer overflow can harm natural bay area water quality, ecosystems, and species, and cause public health concerns and beach closures.

Given its composition of sandy fill, native dune sand, clay sand, and small marsh deposits, the 5M site can infiltrate stormwater diverted through LID measures. The groundwater table is about 15-30 feet below the existing grade.

Stormwater management and LID measures implemented at 5M will comply with the San Francisco Public Utilities Commission's Stormwater Design Guidelines and requirements for new development. These measures will reduce impervious surfaces; reduce stormwater runoff rates and volumes; and capture and treat runoff.



Fig. 9.4.2a Stormwater Planter

draft

9.4 STORMWATER MANAGEMENT CONT.

9.4.1 STORMWATER STANDARDS

Per San Francisco Stormwater Design Guidelines, 5M disturbs more than 5,000 square feet of ground and thus shall implement LID measures pursuant to LEED Sustainable Sites Credit 6.1 Stormwater Design: Quantity Control.

Per San Francisco Stormwater Design Guidelines, the 5M site is more than 50 percent impervious and thus shall implement a stormwater management plan that results in a 25 percent decrease in the flow and volume of runoff leaving the site (based on the 2-year 24-hour design storm), compared to the existing conditions.

The 5M Project shall incorporate dual plumbing for future connection to a recycled water system.

On-site LID measures are not required for parcel N3. Runoff from this parcel is encouraged to be addressed by other 5M parcels, streets, or open spaces.

Open, softscape bioswales and large tracts of at-grade lawn area necessitating irrigation are not permitted.

Stormwater Management Legend

-  Permeable Pavement
-  Bio-swale / Raingarden
-  Greenroof*
-  Cistern*
-  Flow-through Planter*

* Greenroof, Cistern, and Flow-through Planter can be used as independent LID measure or in combination.

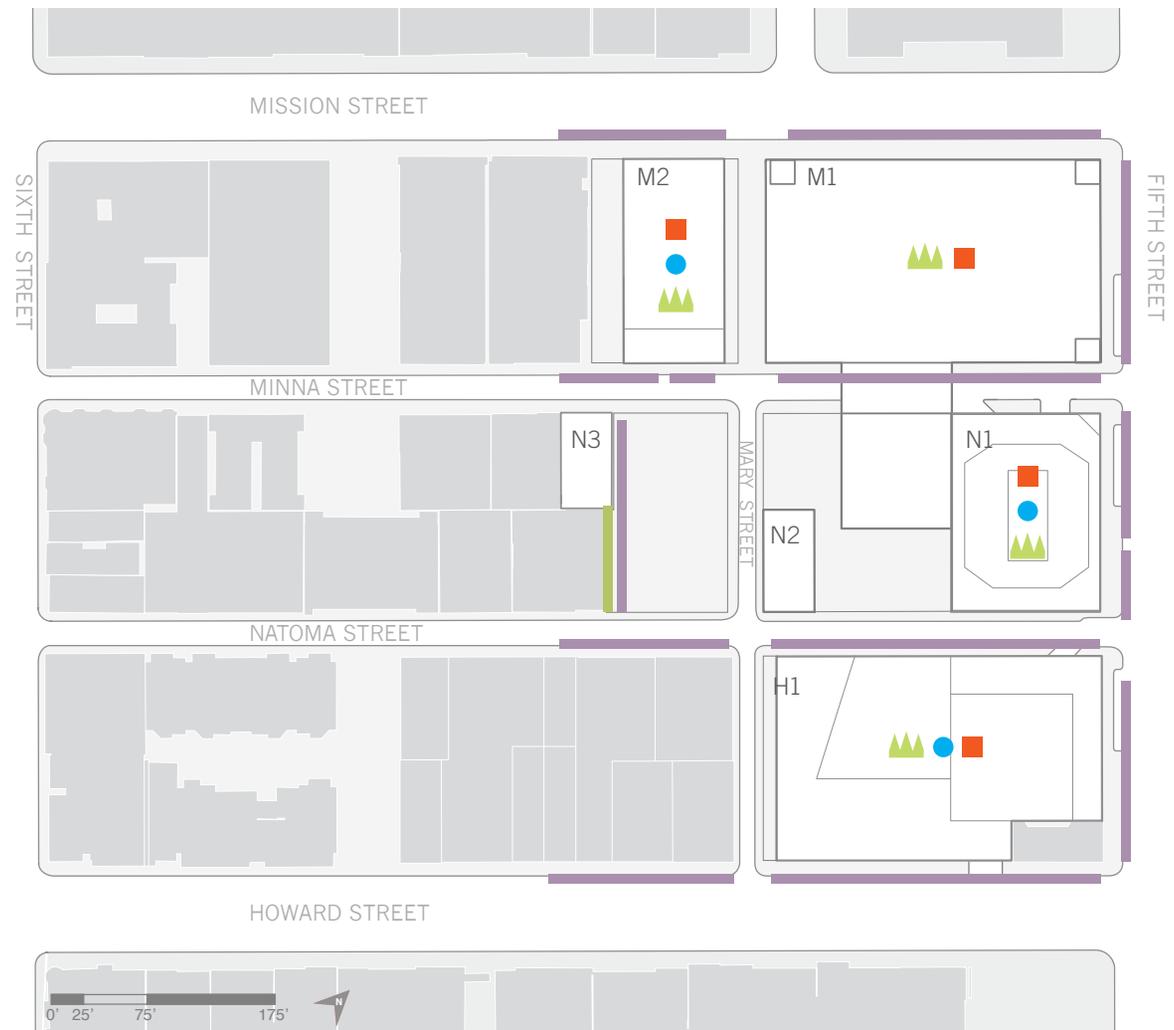


Fig. 9.4.1 Stormwater Management Strategies

draft

9.4 STORMWATER MANAGEMENT CONT.

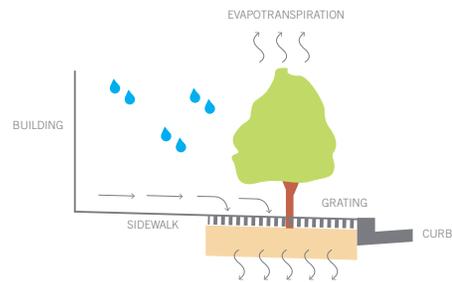
9.4.2 AT-GRADE STRATEGIES

Reduction of stormwater is achieved through reducing the area of impervious surfaces and/or replacing them with pervious surfaces that allow rainwater to percolate into the ground. At-grade strategies (see Figure 9.4.2b) include permeable street tree planters, permeable pavers within sidewalks and streets, and bio-retention areas.

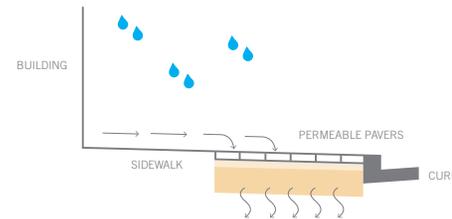
9.4.2 GUIDELINES: AT-GRADE STRATEGIES

Permeable Pavements: LID measures sited within the public realm are preferred. Recommended LID measures for streets, sidewalks, and open spaces include street tree planters, landscaping, permeable pavers, pervious pavement, and bio-retention. LID measures for streets, sidewalks, and open spaces should be compatible with the urban character of the project and the flexible, active programming of streets and public open spaces. Recommended LID measures for buildings and private open spaces include landscaping, rainwater cisterns, greenroofs, and flow-through planters.

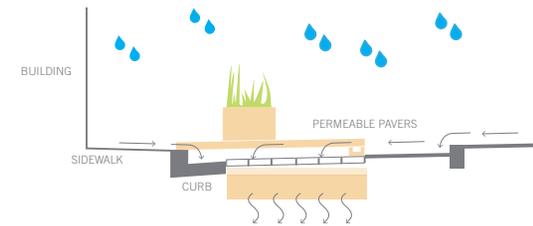
Biofiltration Planters: Interior streets and alleys should use pervious asphalt paving where feasible. Interior streets and alleys paved with permeable asphalt are encouraged to direct runoff to strips of permeable unit pavers located along curbs and at parking zones. Infiltration and storage basins are encouraged below interior streets and alleys with pervious asphalt and permeable paver strips, where feasible, depending on the nature of the native sub-soils. Strips of permeable unit pavers are encouraged for the back of curb area (street side) for sidewalks along Mission, Fifth, and Howard Streets. A bio-retention rain garden is encouraged for Central Mary Street, across from Mary Court.



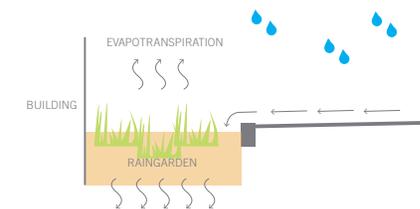
Permeable Street Tree



Permeable Pavers (Within Sidewalk)



Permeable Pavers (Street/Parklet Strips)



Bio-Retention Along Streets and Buildings

Fig. 9.4.2b At-Grade LID Strategies

draft



Green Wall



Plaza Infiltration Planter



Sidewalk Infiltration Planter



Below-grade Cistern and Infiltration Plaza



Permeable Paving



Green Roof

Fig. 9.4.2c Infiltration Strategies

9.4 STORMWATER MANAGEMENT CONT.

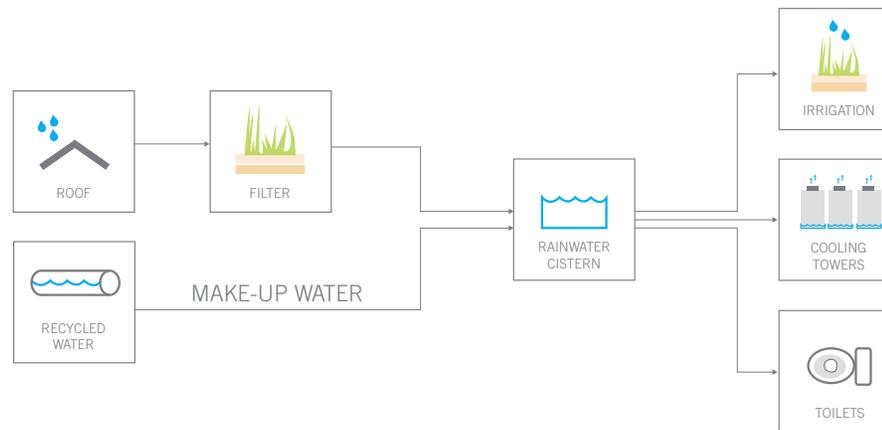
9.4.3 ABOVE GRADE STRATEGIES

Buildings can also incorporate stormwater collection strategies above grade. See Figure 9.4.3. Rainwater cisterns, green roofs, and flow-through planters all collect rainwater from roof areas and direct them through filters to either the city system or into tanks, where it is then re-used it for cooling towers, toilet flushing, irrigation and other non-potable water uses.

9.4.3 GUIDELINES: ABOVE GRADE STRATEGIES

Green Roofs: Per usable open space requirements, the Chronicle rooftop should incorporate greenroof area. Buildings are encouraged to have greenroofs, especially where combined with accessible open space. Greenroofs are encouraged to combine turf lawn, gardens, edible gardens, planter beds, native and drought-tolerant plants, local wildlife habitat, accessible open space, seating, shelter or areas for gathering. Greenroofs may be under drained or drained to the storm/sewer system, if required.

Below Grade Systems: Cisterns and rainwater harvesting systems are encouraged. Where feasible, harvested runoff could be used for non-potable uses including irrigation of streetscape and planting improvements in the public realm. Cisterns and rainwater harvesting may be under drained or drained to the storm/sewer system, if required.



Rainwater Cistern



Green Roof



Flow-Through Planter

Fig. 9.4.3 Above Grade LID Strategies

draft

9.4 STORMWATER MANAGEMENT CONT.

9.4.4 STORMWATER PARKLETS

Stormwater techniques can be leveraged alongside facilities for additional usable public open space. Curb-side parklets allow stormwater runoff from streets and sidewalks to flow underneath, percolating through permeable paving areas and recharging the groundwater resources. Public seating, furnishings, planting, and other public amenities expand open space areas above. See Figure 9.4.4.

9.4.4 GUIDELINES: STORMWATER PARKLETS

Public parklets should be sited and designed in accordance with San Francisco's Parklet Design Guidelines. Parklets above permeable paving areas will design surfaces and joints to drain water below, preventing ponding on habitable surfaces and between adjacent parklets.

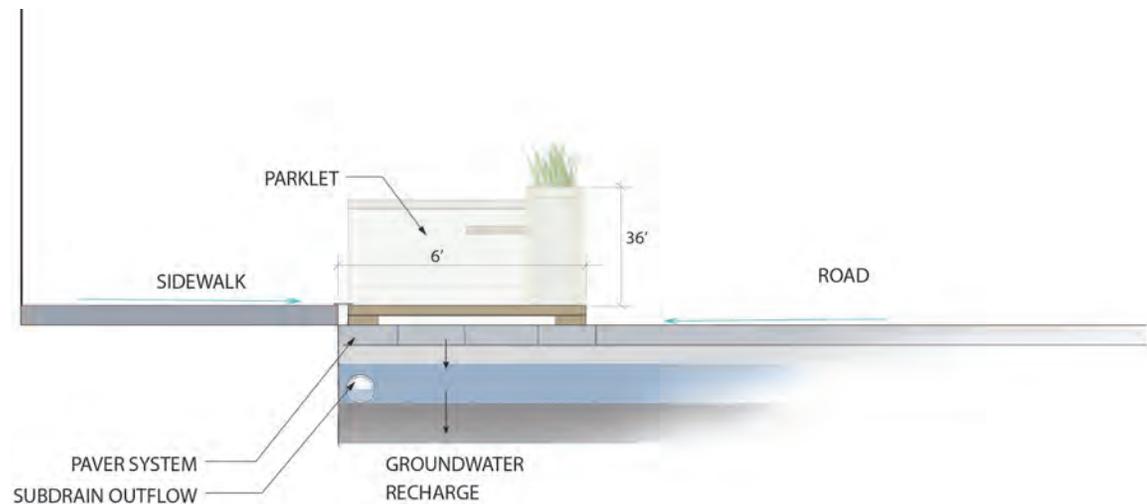
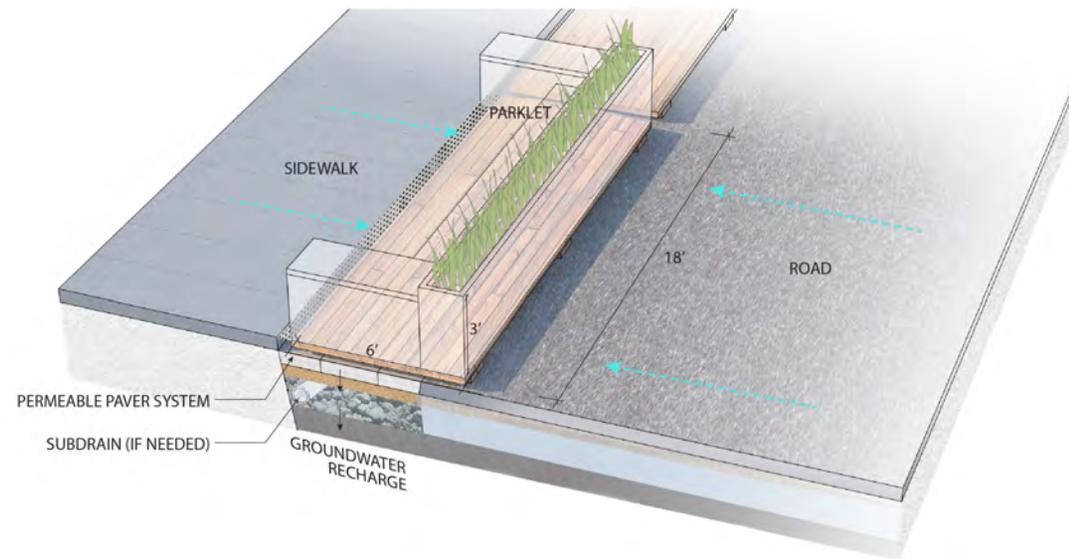


Fig. 9.4.4 Permeable Paver + Parklet Stormwater

9.5 UTILITIES

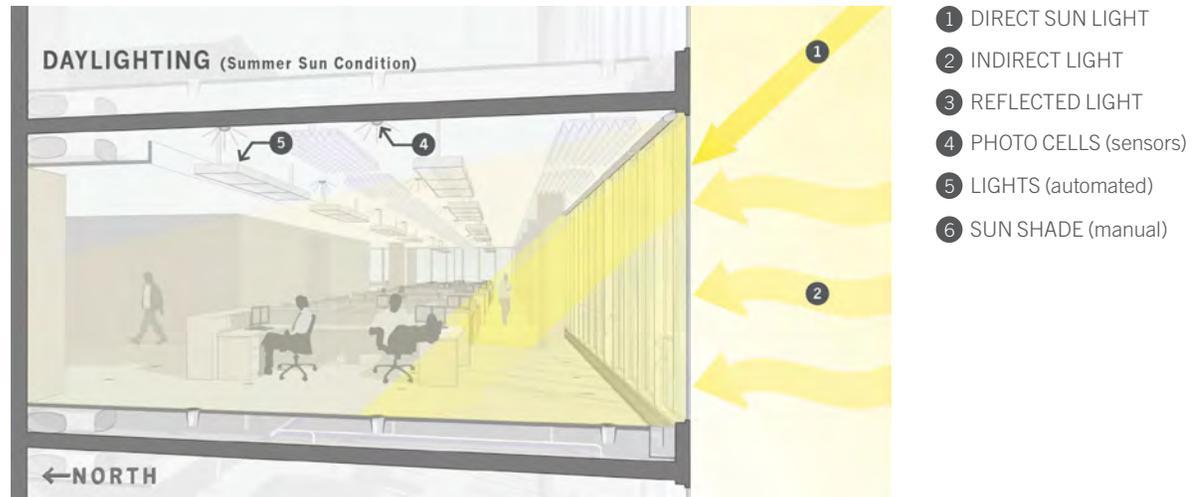
Strategic and energy-efficient daylighting, lighting, and HVAC systems can further building performance goals, achieve greater project sustainability, as well as enhance user comfort and experience.

9.5.1 GUIDELINES: INTERNAL DAYLIGHTING

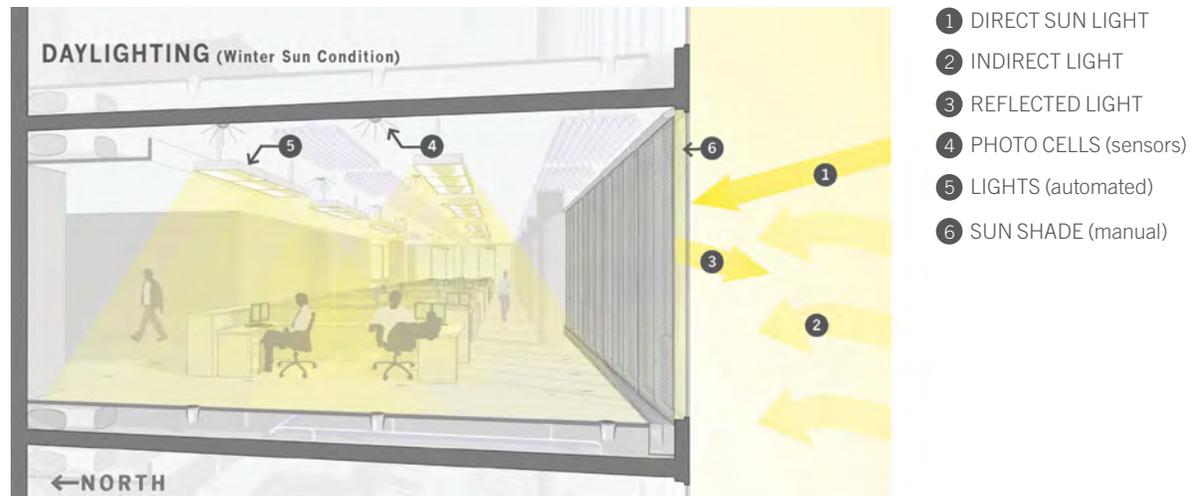
Energy-efficient lighting, appliances and HVAC equipment, as well as renewable energy options should be utilized to reduce energy use and carbon emissions. Electric lighting energy use should be reduced through daylighting, efficient lighting design and appropriate lighting controls. Facades of buildings with residential, retail and office uses should be designed to shield peak gains and optimize natural lighting.

9.5.2 GUIDELINES: LIGHTING

Lighting should be provided at the lowest levels which are in accordance with the Illumination Engineering Society of North America (IESNA) lighting guidelines and applicable codes. Light levels should limit night sky pollution. Refer to *Section 8.3 Signage: Art and Signage: Site Lighting*.



High/Summer—The majority of time the sun is not low in the sky. Buildings can let in sunlight and turn off electric lights.



Low/Winter—Low sun positions (early morning, late afternoon, winter) cause glare and visual discomfort. Users can lower shades and photo cells will turn on the lights in response to lower light levels.

Fig. 9.5.1 Internal Daylighting Strategies

draft

9.5 UTILITIES CONT.

9.5.3 GUIDELINES: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)

Building design should incorporate operable windows and open-air courtyards to encourage natural and cross ventilation as part of the HVAC system. HVAC energy should be reduced through load reduction measures (high performance building envelopes, lighting/equipment efficiencies, etc.) and through high-efficiency and thermally-comfortable conditioning options (displacement ventilation, active or passive chilled beams, mixed-mode ventilation, etc.). Efficiency heating and cooling energy generation should be addressed with strategies, such as high-efficiency chillers/boilers, water and air-side economizer option with cooling towers, and closed-loop ground source heat pump systems.

.....

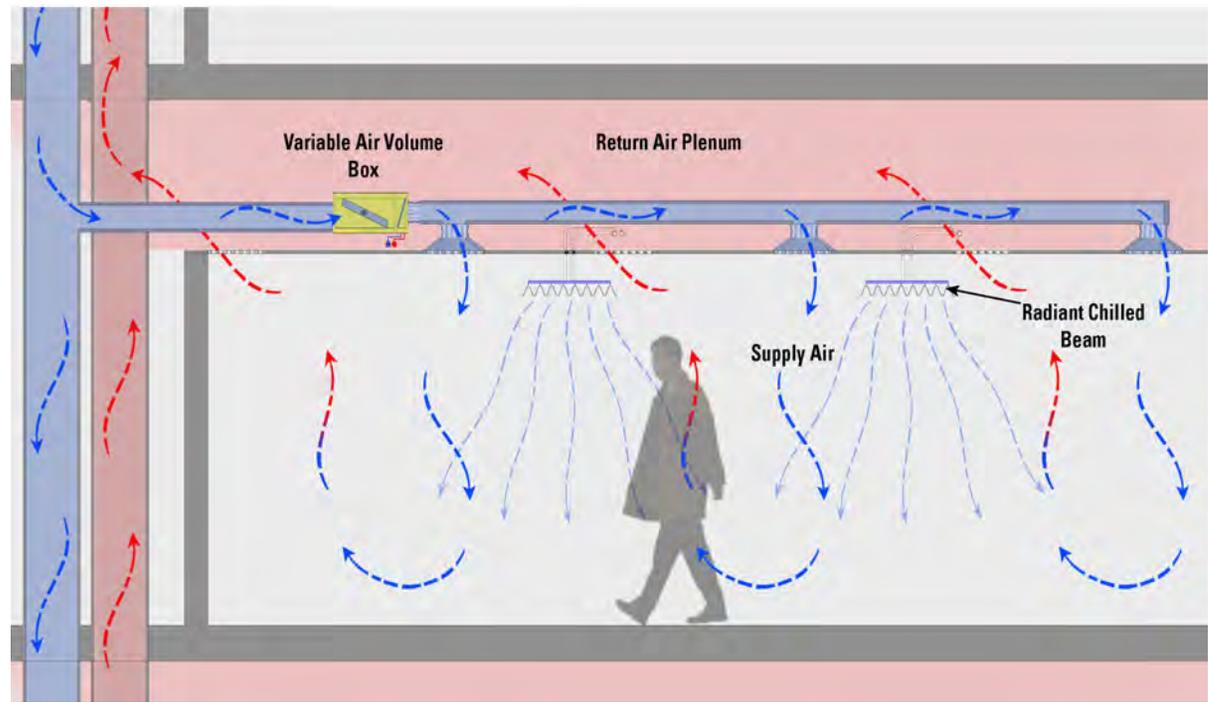


Fig. 9.5.3 HVAC Strategies: Overhead Air with Overhead Radiant Chilled Beam

RECORDING REQUESTED BY
CLERK OF THE BOARD OF SUPERVISORS
OF THE CITY AND COUNTY OF SAN FRANCISCO

(Exempt from Recording Fees
Pursuant to Government Code
Section 27383)

AND WHEN RECORDED MAIL TO:

Angela Calvillo
Clerk of the Board of Supervisors
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND 5M PROJECT, LLC

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EXHIBITS

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- B Project Description and Site Plan
- C Youth Development Program
- D Community Benefits Schedule
- E Affordable Housing Program
- F Workforce Agreement
- G Transportation Program
- H Art Program
- I List of Approvals
- J MMRP
- K Form of Assignment and Assumption Agreement
- L Notice of Completion and Termination

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND 5M, LLC

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") dated for reference purposes only as of this ___ day of _____, 2015, 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, and 5M Project, LLC, a Delaware limited liability company ("**Developer**"), pursuant to the authority of Section 65864 *et seq.* of the California Government Code and Chapter 56 of the San Francisco Administrative Code. The City and Developer are also sometimes referred to individually as a "**Party**" and together as the "**Parties**". Capitalized terms not defined when introduced shall have the meanings given in Article 1.

RECITALS

This Agreement is made with reference to the following facts:

A. Developer owns and operates the nearly 4-acre area generally between Mission, Fifth and Howard Streets composed of 8 building and 7 surface parking lots on 22 parcels, containing approximately 317,700 gross square feet of existing office and commercial uses and 219 parking spaces, including the historic Dempster Printing Building, Camelline Building and San Francisco Chronicle Building, all located on the real property more particularly described on Exhibit A (the "**Project Site**").

B. The Developer proposes a mixed use development that recognizes the transit-rich location for housing and employment on the Project Site, including office, residential, retail,

cultural, educational, open space, parking and related uses. Specifically, the Project includes up to 807,600, gross square feet of office uses (including ground floor uses), up to 821,300 gross square feet of residential uses (including both rental and ownership units), approximately 68,700 gross square feet of other active ground floor uses, and collectively up to 1,697,600 gross square feet of new construction and renovated existing building space, approximately 463 associated parking spaces in three subterranean levels, approximately 429 Class 1 bicycle parking spaces, approximately 66 Class 2 bicycle parking spaces, and approximately 59,500 square feet of public and private open space, all as more particularly described on Exhibit B (the "**Project**").

C. The Project is anticipated to generate an annual average of approximately 1,200 construction job years and, upon completion, approximately 3,150 net new permanent jobs, and an approximately \$12,100,000 annual increase in general fund revenues to the City.

D. 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 San Francisco 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.

E. 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. Major additional public benefits to the City from the Project include an increase in affordable housing that exceeds that otherwise required and is anticipated to equal thirty-three percent (33%) of the total market-rate housing for the Project; a robust workforce commitment, community benefits fees, and the rehabilitation of the Chronicle and Dempster Printing Buildings; and the retention of the Camelline Building; each as further described in this Agreement.

F. It is the intent of the Parties that all acts referred to in this Agreement shall be accomplished in a way as to fully comply with the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq.*; "**CEQA**"), the CEQA Guidelines (Title 14, California Code of Regulations, Section 15000 *et seq.*), the 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.

G. The Final Environmental Impact Report ("**FEIR**") prepared for the Project and certified by the Planning Commission on _____, 2015, together with the CEQA findings (the "**CEQA Findings**") and the mitigation measures adopted concurrently therewith and set forth in the MMRP (the "**Mitigation Measures**"), comply with CEQA, the CEQA Guidelines, and Chapter 31 of the Administrative Code. The FEIR thoroughly analyzes the Project and Project alternatives, and the Mitigation Measures were designed to mitigate significant impacts

to the extent they are susceptible to feasible mitigation. The information in the FEIR and the CEQA Findings were considered by the City in connection with approval of this Agreement.

H. On _____, 2015, 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 thoroughly analyzes the Project, and the Mitigation Measures are designed to mitigate significant impacts to the extent they are susceptible to a feasible mitigation ("**CEQA Findings**"), 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 and the CEQA Findings has been considered by the City in connection with this Agreement.

I. On _____, 2015 the Board of Supervisors ("**Board**"), 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 Findings [and adopted Resolution Nos. _____].

J. On _____, 2015, the Board adopted Ordinance Nos. _____, amending the Planning Code, Zoning Map, and General Plan, 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 _____, 2015.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS

In addition to the definitions set forth in the above preamble paragraph, Recitals and elsewhere in this Agreement, the following definitions shall apply to this Agreement:

1.1 "**5M Community Benefit Fee**" means an amount equal to eight dollars thirty-five cents (\$8.35) per square foot of new gross floor area as defined in Planning Code Section 102 of commercial or residential uses (exclusive of Existing Uses) as same is set forth in the applicable Approval.

1.2 "**5M SUD**" means Planning Code Section 249.____ as adopted by the Board in Ordinance No. ____.

1.3 "**Administrative Code**" means the San Francisco Administrative Code.

1.4 "**Affiliate**" 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.

1.5 "**Agreement**" means this Development Agreement, the Exhibits which have been expressly incorporated herein and any amendments thereto.

1.6 "**Applicable Laws**" has the meaning set forth in Section 5.2 (where not capitalized, "applicable Law" has its plain meaning and refers to Laws as otherwise defined herein).

1.7 "**Approvals**" means the City approvals, entitlements, and permits listed on Exhibit I.

1.8 "**Assignment and Assumption Agreement**" has the meaning set forth in Section 12.2.

1.9 "**Backup Payment**" has the meaning set forth in the Housing Program.

1.10 "**BMR units**" has the meaning set forth in the Housing Program.

1.11 "**Board of Supervisors**" or "**Board**" means the Board of Supervisors of the City and County of San Francisco.

1.12 "**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.

1.13 "**CEQA**" has the meaning set forth in Recital F.

1.14 "**CEQA Findings**" has the meaning set forth in Recital G.

1.15 "**CEQA Guidelines**" means Title 14 of the California Code of Regulations Section 15000 *et seq.*

1.16 "**Chapter 56**" has the meaning set forth in Recital D.

1.17 "**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.

1.18 **"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, Mayor's Office of Housing and Community Development (MOHCD), Office of Economic and Workforce Development (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 a Subsequent Approval.

1.19 **"City Attorney's Office"** means the Office of the City Attorney of the City and County of San Francisco.

1.20 **"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.

1.21 **"City Parties"** has the meaning set forth in Section 4.7.

1.22 "**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.

1.23 "**Commence Construction**" means groundbreaking in connection with the commencement of physical construction of the applicable Building foundation, but specifically excluding the demolition or partial demolition of existing structures.

1.24 "**Community Benefits**" has the meaning set forth in Section 4.1.

1.25 "**Costa-Hawkins Act**" has the meaning set forth in Section 5.11.

1.26 "**Default**" has the meaning set forth in Section 9.3.

1.27 "**Dempster Building**" has the meaning set forth in Exhibit B.

1.28 "**Dempster MOU**" has the meaning set forth in Section 3.2.2.

1.29 "**Design for Development**" means that certain 5M Design for Development adopted by the City Planning Commission by Resolution No. ____ on _____, 2015 as same may be amended from time to time.

1.30 "**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.

1.31 "**Development Agreement Statute**" has the meaning set forth in Recital D, as in effect as of the Effective Date.

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

1.33 "**Effective Date**" has the meaning set forth in Section 2.1.

1.34 "**Enacting Ordinance**" has the meaning set forth in Recital J.

1.35 "**Excusable Delay**" has the meaning set forth in Section 11.5.2.

1.36 "**Existing Standards**" has the meaning set forth in Section 5.2.

1.37 "**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 Subsequent Approvals.

1.38 "**Federal or State Law Exception**" has the meaning set forth in Section 5.6.

1.39 "**FEIR**" has the meaning set forth in Recital G.

1.40 "**Finally Granted**" means (i) any and all applicable appeal periods for the filing of any administrative or judicial appeal challenging the issuance or effectiveness of any of the Approvals, this Agreement or the FEIR shall have expired and no such appeal shall have been filed, or if such an administrative or judicial appeal is filed, the Approvals, this Agreement or the FEIR, as applicable, shall have been upheld by a final decision in each such appeal without adverse effect on the applicable Approval, this Agreement or the FEIR and the entry of a final judgment, order or ruling upholding the applicable Approval, this Agreement or the FEIR and (ii) if a referendum petition relating to this Agreement is timely and duly circulated and filed, certified as valid and the City holds an election, the date the election results on the ballot measure are certified by the Board of Supervisors in the manner provided by the Elections Code reflecting the final defeat or rejection of the referendum.

1.41 "**Future Changes to Existing Standards**" has the meaning set forth in Section 5.3.

1.42 "**General Plan Consistency Findings**" has the meaning set forth in Recital H.

1.43 "**Housing Program**" means the Affordable Housing Program attached hereto as Exhibit E.

1.44 "**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. 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.

1.45 "**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.

1.46 "**Litigation Extension**" has the meaning set forth in Section 11.5.1.

1.47 "**Losses**" has the meaning set forth in Section 4.7.

1.48 "**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 5M SUD or the Design for Development or that (i) extends the Term, (ii) changes the permitted uses of the Project Site, (iii) decreases the Community Benefits,

(iv) increases the maximum height, density, bulk or size of the Project, (vii) changes parking ratios, or (viii) reduces or changes the Impact Fees and Exactions.

1.49 "**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 Subsequent Approval.

1.50 "**MMRP**" means that certain mitigation monitoring and reporting program attached hereto as Exhibit J.

1.51 "**Mortgage**" means a mortgage, deed of trust or other lien on all or part of the Project Site to secure an objection made by the applicable property owner.

1.52 "**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.

1.53 "**Municipal Code**" means the San Francisco Municipal Code.

1.54 "**New Building Parcel**" shall mean the parcel on which the H-1, N-1 or M-2 Building will be constructed (i.e., there are three New Building Parcels).

1.55 "**Non-City Agency**" has the meaning set forth in Section 7.3.

1.56 "**Non-City Approval**" has the meaning set forth in Section 7.3.

1.57 "**OEWD**" means the San Francisco Office of Economic and Workforce Development.

1.58 "**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.

1.59 **"Party"** and **"Parties"** has the meaning set forth in the opening paragraph of this Agreement.

1.60 **"Planning Code"** means the San Francisco Planning Code.

1.61 **"Planning Commission"** means the Planning Commission of the City and County of San Francisco.

1.62 **"Planning Department"** means the Planning Department of the City and County of San Francisco.

1.63 **"Planning Director"** means the Director of Planning of the City and County of San Francisco.

1.64 **"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.

1.65 **"Project"** means the mixed use development project as described in Recital B and Exhibit B and the Approvals, together with Developer's rights and obligations under this Agreement.

1.66 **"Project Site"** has the meaning set forth in Recital A, and as more particularly described in Exhibit A.

1.67 **"Public Health and Safety Exception"** has the meaning set forth in Section 5.6.

1.68 **"Scheduling Plan"** means the illustrative schedule attached hereto as Exhibit C.

1.69 **"SFFD"** means the San Francisco Fire Department.

1.70 **"SFMTA"** means the San Francisco Municipal Transportation Agency.

1.71 "**SFPUC**" means the San Francisco Public Utilities Commission.

1.72 "**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.

1.73 "**Subdivision Code**" means the San Francisco Subdivision Code.

1.74 "**Subdivision Map Act**" means the California Subdivision Map Act, California Government Code § 66410 *et seq.*

1.75 "**Subsequent Approval**" means any other land use approvals, entitlements, or permits from the City other than the Approvals, that are consistent with the Approvals and that are necessary or advisable 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, major and minor encroachment permits, street and sidewalk modifications, street improvement permits, permits to alter, certificates of occupancy, transit stop relocation permits, subdivision maps, improvement plans, lot mergers, lot line adjustments, and re-subdivisions. A Subsequent Approval shall also include 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.

1.76 "**Term**" has the meaning set forth in Section 2.2.

1.77 "**Third-Party Challenge**" has the meaning set forth in Section 7.4.

1.78 "**Transfer Agreement**" means that certain Agreement for Transfer of Real Estate attached as Schedule 2 of Exhibit E for the transfer of certain property outside the Project Site from Developer to the City to be used by the City for the development of affordable housing

or to fund the development of affordable housing, as may be determined by City, as further described in the Housing Program.

1.79 **"Transfer," "Transferee" and "Transferred Property"** have the meanings set forth in Sections 12.1, 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), (3) the placement of a Mortgage on the Project Site, and (4) a transfer of the Dempster Building and a transfer under the Transfer Agreement in accordance with this Agreement.

1.80 **"Transportation Program"** means the transportation program set forth in Exhibit G.

1.81 **"Vacation Ordinance"** has the meaning set forth in Exhibit I.

1.82 **"Vested Elements"** has the meaning set forth in Section 5.1.

1.83 **"Workforce Agreement"** means the Workforce Agreement attached hereto as Exhibit F.

2. EFFECTIVE DATE; TERM

2.1 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**").

2.2 Term. The term of this Agreement shall commence upon the Effective Date and shall continue in full force and effect for fifteen (15) years thereafter unless extended or earlier terminated as provided herein ("**Term**"); provided, however, (i) the Term shall be extended for each day of a Litigation Extension, and (ii) Developer shall have the right to

terminate this Agreement with respect to a parcel upon completion of the Building within that parcel, and the Community Benefit Programs and other improvements tied to that Building, as set forth in Section 7.1. 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.

3. GENERAL RIGHTS AND OBLIGATIONS

3.1 Development of the Project. Developer shall have the vested right to develop the Project in accordance with and subject to the provisions of this Agreement and the City shall consider and process all Subsequent Approvals for development of the Project in accordance with and subject to the provisions of this Agreement. The Parties acknowledge that Developer has obtained all Approvals from the City required to commence construction of the Project, other than any required Subsequent Approvals and that Developer may proceed in accordance with this Agreement with the construction and, upon completion, use and occupancy of the Project as a matter of right, subject to the attainment of any required Subsequent Approvals and any Non-City Approvals.

3.2 Transfer of Properties. In connection with the Project, Developer will:

3.2.1 transfer certain real property located off of the Project Site to the City in accordance with the Transfer Agreement (or alternatively pay to the City the Backup Payment); and

3.2.2 transfer certain real property, referred to as the Dempster Building located on the Project Site at 447 Minna Street, to the Community Arts and Stabilization Trust ("CAST") or to another nonprofit organization (or to the City), as set forth in Section 7.8 and Exhibit H, to be used for arts, and other cultural and community purposes when and as described

in the Memorandum of Understanding (the "**Dempster MOU**") entered into by Developer and CAST, dated _____, 2015. The Dempster MOU shall not be materially amended with respect to the rights, obligations and conditions to the transfer or use of the Dempster Building without the prior review and written approval of City, acting by and through its Director of Planning, which approval shall not be unreasonably withheld or delayed.

4. PUBLIC BENEFITS; DEVELOPER OBLIGATIONS AND CONDITIONS TO DEVELOPER'S PERFORMANCE

4.1 Community Benefits Exceed Those Required by Existing Ordinances and Regulations. The Parties acknowledge and agree that the development of the Project in accordance with this Agreement provides a number of public benefits to the City beyond those achievable through existing Laws, including, but not limited to, those set forth in this Article 4 (the "**Community Benefits**"). 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. Developer acknowledges and agrees that, as a result of the benefits to Developer under this Agreement, Developer has received good and valuable consideration for its provision of the Community Benefits, and that the City would not be willing to enter into this Agreement without the Community Benefits. Payment or delivery of each of the Community Benefits is tied to a specific Building as described in the Community Benefits Schedule attached as Exhibit D or as described elsewhere in this Agreement. Upon Developer's Commencement of Construction, the Community Benefits obligations tied to that Building shall survive the expiration or termination of this Agreement to the date of completion of the applicable Community Benefit. Time is of the essence with respect to the completion of the Community Benefits.

4.1.1 Community Benefits. Developer shall provide the following Community Benefits (collectively, the “**Community Benefit Programs**”):

- (a) the 5M Community Benefit Fee;
- (b) the Housing Program benefits as further described in Exhibit E;
- (c) the Workforce Agreement benefits including the Workforce Jobs Readiness Training as further described in Exhibit F;
- (d) the Transportation Program benefits as further described in Exhibit G;
- (e) the transfer of the Dempster Building to CAST, as described in Section 3.2.2 and in Section 7.8;
- (f) the Arts Program benefits as described in Section 5.4.2.1 and Exhibit H;
- (g) the Youth Development Program benefits, as described in Exhibit C; and
- (h) a One Million Dollar (\$1,000,000) contribution for capital improvements to and associated technical studies for the San Francisco Old Mint building at the time and as provided in Exhibit D.

Developer shall pay the 5M Community Benefits Fee or complete each of the Community Benefits on or before the dates provided in this Agreement (including the Community Benefits Schedule attached hereto as Exhibit D) and the Approvals. Any payments or property received by the City as part of the Community Benefits shall be used by the City as

described in this Agreement. Upon Developer's request, the City shall provide to Developer evidence of the use of the funds by the City consistent with the requirements of this Agreement.

4.2 Conditions to Performance of Community Benefits. Developer's obligation to perform Community Benefits is expressly conditioned upon each and all of the following conditions precedent:

- (a) All Approvals shall have been Finally Granted;
- (b) The City and any applicable Non-City Agency shall have performed or granted any and all of their respective actions, approvals or authorizations and/or issued such permits or licenses required in order to permit Developer to Commence Construction of the Building or Project component to which Community Benefit applies, and same shall have been Finally Granted except to the extent that such actions, approvals or authorizations, or permits or licenses have not been performed or granted due to the failure of Developer to timely initiate and then diligently and in good faith pursue such actions, approvals, authorizations or issuances; and
- (c) Developer shall have obtained all Subsequent Approvals necessary to Commence Construction of the applicable Building to which the Community Benefit or Project component applies, and same shall have been Finally Granted, except to the extent that such Subsequent Approvals have not been obtained or Finally Granted due to the failure of Developer to timely initiate and then diligently and in good faith pursue such Subsequent Approvals.

Whenever this Agreement requires completion of a Community Benefit at or before completion of a Building, the City may, except as set forth in Section 7.8, withhold a certificate of occupancy for that Building until the required Community Benefit is completed.

4.3 No Additional CEQA Review Required; Reliance on FEIR for Future

Discretionary Approvals. The Parties acknowledge that the FEIR prepared for the Project complies with CEQA. The Parties further acknowledge that (a) the FEIR contains a thorough analysis of the Project and possible alternatives, (b) the Mitigation Measures have been adopted to eliminate or reduce to an acceptable level certain adverse environmental impacts of the Project, 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, (i) 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 (ii) the City shall rely on the FEIR, 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 Subsequent Approvals to the extent that such additional environmental review is required by applicable Laws, including CEQA.

4.3.1 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 and the associated MMRP are intended to be used in connection with each of the Approvals and any Subsequent 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.

4.4 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.

4.5 City Cost Recovery

4.5.1 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 5.4 of this Agreement.

4.5.2 Developer shall timely pay to the City all Processing Fees applicable to the processing or review of applications for the Approvals and Subsequent Approvals as set forth in Section 5.4 of this Agreement.

4.5.3 Developer shall pay to the City all City Costs incurred in connection with the drafting and negotiation of this Agreement, defending the Approvals and Subsequent Approvals as set forth in Section 7.4, and in processing and issuing any Subsequent Approvals or administering this Agreement (except for the costs that are covered by Processing Fees), within sixty (60) days following receipt of a written invoice complying with Section 4.5.4 from the City.

4.5.4 OEWD shall provide Developer on a quarterly basis (or such alternative period as agreed to by the Parties) a reasonably detailed statement showing costs incurred by OEWD, the City Agencies and the City Attorney's Office, including the hourly rates for each City staff member at that time, the total number of hours spent by each City staff member during the invoice period, any additional costs incurred by the City Agencies and a brief non-confidential description of the work completed (provided, for the City Attorney's Office, the billing statement will be reviewed and approved by OEWD but the cover invoice forwarded to Developer will not include a description of the work). OEWD will use reasonable efforts to provide an accounting of time and costs from the City Attorney's Office and each City Agency in each invoice; provided, however, if OEWD is unable to provide an accounting from one or more of such parties OEWD may send an invoice to Developer 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. Developer's obligation to pay the City Costs shall survive the termination of this Agreement. Developer shall have no obligation to reimburse the City for any City Cost that is not invoiced to Developer within eighteen (18) months from the date the City Cost was incurred. The City will maintain records, in reasonable detail, with respect to any City Costs and upon

written request of Developer, and to the extent not confidential, shall make such records available for inspection by Developer.

4.5.5 If Developer in good faith disputes any portion of an invoice, then within sixty (60) days following receipt of the invoice Developer shall provide notice of the amount disputed and the reason for the dispute, and the Parties shall use good faith efforts to reconcile the dispute as soon as practicable. Developer shall have no right to withhold the disputed amount. If any dispute is not resolved within ninety (90) days following Developer's notice to the City of the dispute, Developer may pursue all remedies at law or in equity to recover the disputed amount.

4.6 Prevailing Wages. Developer agrees that all persons performing labor in the construction of public 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 improvements. Upon request, Developer and its contractors will provide to City any workforce payroll records as needed to confirm compliance with this section.

4.7 Indemnification of City. Developer shall indemnify, reimburse, and hold harmless the City and its officers, agents and employees (the "**City Parties**") from and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims ("**Losses**") arising or resulting directly or indirectly from (i) any third party claim arising from a default by Developer under this Agreement, (ii) Developer's failure to comply with any

Approval, Subsequent Approval or Non-City Approval, (iii) the failure of any improvements constructed pursuant to the Approvals or Subsequent Approvals to comply with any Federal or State Laws, the Existing Standards or any permitted Future Changes to Existing Standards, (iv) any accident, bodily injury, death, personal injury or loss of or damage to property occurring on a Project Site (or off-site, with regard to the Public Improvements) in connection with the construction by Developer or its agents or contractors of any improvements pursuant to the Approvals, Subsequent Approvals or this Agreement, (v) a Third-Party Challenge instituted against the City or any of the City Parties, (vi) any dispute between Developer, its contractors or subcontractors relating to the construction of any part of the Project, and (vii) any dispute between Developer and any Transferee or any subsequent owner of any of the Project Site relating to any assignment of this Agreement or the obligations that run with the land, or any dispute between Developer and any Transferee or other person relating to which party is responsible for performing certain obligations under this Agreement, each regardless of the negligence of and regardless of whether liability without fault is imposed or sought to be imposed on the City or any of the City Parties, 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 negligence or willful misconduct of the City Parties. The foregoing indemnity shall include, without limitation, reasonable attorneys' fees and costs and the City's reasonable cost of investigating any claims against the City or the City Parties. All indemnifications set forth in this Agreement shall survive the expiration or termination of this Agreement, to the extent such indemnification obligation arose from an event occurring before the expiration or termination of this Agreement. To the extent the indemnifications relate to Developer's obligations that survive

the expiration or termination of this Agreement, the indemnifications shall survive for the term of the applicable obligation plus four years.

5. VESTING AND CITY OBLIGATIONS

5.1 Vested Rights. By the Approvals the City has made a policy decision that the Project, as described in and as may be modified in accordance with the Approvals, is in the best interests of the City and promotes the public health, safety and welfare. Developer shall have the vested right to develop the Project as set forth in 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 open space vehicular access and parking, (collectively, the "**Vested Elements**"; provided the Existing Uses on the Project Site shall also be included as Vested Elements). The Vested Elements are subject to and shall be governed by Applicable 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 Subsequent Approvals at any time during the Term, any of which shall be governed by Applicable Laws. Each Subsequent Approval, once granted, shall be deemed an Approval for purposes of this Section 5.1.

5.2 Existing Standards. The City shall process, consider, and review all Subsequent Approvals in accordance with (i) the Approvals, (ii) the San Francisco General Plan, the San Francisco 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 5.3, and (iii) this Agreement (collectively, "**Applicable Laws**").

5.3 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 or the terms and conditions of the Approvals. In the event of such a conflict, the terms of this Agreement and the Approvals shall prevail, subject to the terms of Section 5.6.

5.3.1 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 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 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;
- (g) require the issuance of permits or approvals by the City other than those required under the Existing Standards, except as otherwise provided in Section 5.4.2;
- (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 Subsequent Approvals that are consistent with Approvals; or,
- (j) impose or increase any Impact Fees and Exactions, as they apply to the Project, except as permitted under Section 5.4.2 of this Agreement.

5.3.2 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 definition of the

"**Project**" 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.

5.3.3 The Parties acknowledge that, for certain parts of the Project, Developer must submit a variety of applications for Subsequent Approvals before Commencement of Construction, including, without limitation, building permit applications, street, sidewalk or other adjacent property improvement permits, encroachment permits, street and sidewalk modifications, and final maps. Developer shall be responsible for obtaining all Subsequent 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 Subsequent 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.

5.3.4 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 as shown generally in Exhibit B. 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.

5.4 Fees and Exactions.

5.4.1 Generally. The Project shall only be subject to the Processing Fees and Impact Fees and Exactions as set forth in this Section 5.4, 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 5.4 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.

5.4.2 Impact Fees and Exactions. During the first ten (10) years of the Term, as extended by the Litigation Extension (if any), no Impact Fees and Exactions shall apply to the Project (or components thereof) except for (i) the SFPUC Capacity Charges in effect at the time of assessment and (ii) those in effect as of the Effective Date. Starting on the tenth (10th) anniversary of the Effective Date, as extended by the Litigation Extension (if any), all Impact Fees and Exactions in effect at the time of assessment shall apply to any development on the

Project Site under this Agreement. For the purposes of this Section 5.4.2, any sums payable as part of the Community Benefits shall not be considered Impact Fees and Exactions.

5.4.2.1 Art Fee. Notwithstanding the provisions of Planning Code Section 429.3, sixty percent (60%) of the Public Art Fee contributions from the Project Site will be used for the payment of capital costs, including, without limitation, the costs of interior or exterior design, engineering, and construction, relating to the redevelopment of the Dempster Building, and forty percent (40%) of the Public Art Fee contributions will be used for public art and cultural programming purposes in the publicly accessible open space within the Project Site, as further provided in Exhibit H, the Arts Program.

5.4.3 Processing Fees. Except as provided in Section 5.4.4, for three (3) years following the Effective Date, as extended by the number of days in any extension of the Term under Section 11.5.1, Processing Fees for the Project 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 Project 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 Project.

5.4.4 Recognition of Project Review Process/No Conditional Use Fee. In recognition of the extensive Design for Development and 5M SUD process, notwithstanding any other provision of Applicable Law, no Processing Fee has been charged under Planning Code Section 352 in connection with the conditional use portions of the Approvals nor shall a Processing Fee be charged or be due for any Conditional Use application filed in connection with

any Subsequent Approval, modification of any Approval, or any implementation action in connection with the Project under Section 247. (e) [**confirm**] of the 5M SUD.

5.4.5 Office Allocation. Notwithstanding the provisions of Planning Code Section 321(d)(2), within the Project Site the Developer shall have the greater of the period provided by Applicable Laws or three (3) years from the date on which a Project authorization for an office development is granted to obtain a site permit for an office development Project, as may be extended by a Litigation Extension (if any), but otherwise subject to the provisions of Planning Code Section 321(d)(2).

5.5 Limitation on City's Future Discretion. In accordance with Section 4.3, the City in granting the Approvals and, as applicable, vesting the Project through this Agreement is limiting its future discretion with respect to the Project and Subsequent Approvals to the extent that they are consistent with the Approvals and this Agreement. For elements included in a request for a Subsequent Approval that have not been reviewed or considered by the applicable City Agency previously (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 5M SUD and the other Approvals and otherwise in accordance with customary practice. In no event shall a City Agency deny issuance of a Subsequent 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: (i) proposed Subsequent Approvals that seek a Material Change to the

Approvals, or (ii) Board of Supervisor approvals of subdivision maps, as required by law, not contemplated by the Approvals.

5.6 Changes in Federal or State Laws.

5.6.1 City's Exceptions. Notwithstanding any provision in this Agreement to the contrary, each City Agency having jurisdiction over the Project shall exercise its discretion under this Agreement in a manner that is consistent with the public health and safety and shall at all times retain its respective authority to take any action that is necessary to protect the physical health and safety of the public (the "**Public Health and Safety Exception**") or reasonably calculated and narrowly drawn to comply with applicable changes in Federal or State Law affecting the physical environment (the "**Federal or State Law Exception**"), including the authority to condition or deny a Subsequent 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.

5.6.2 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 5.6.4, as applicable.

5.6.3 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.

5.6.4 Termination of Agreement. If any of the modifications, amendments or additions described in Section 5.3.3 or this Section 5.6 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 5.6.2 or 5.6.3 or any changes in Federal or State Laws described thereunder 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 5.6.4, 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 the Community Benefits for development commenced in connection with a particular new Building as set forth in Section 4.1.

5.7 No Action to Impede Approvals. Except and only as required under Section 5.6, 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 5.3.1.

5.8 Criteria for Approving Subsequent Approvals. The City shall not disapprove applications for Subsequent 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). The City may subject a Subsequent Approval to any condition that is necessary to bring the

Subsequent Approval into compliance with Applicable Laws. The City shall in no event be obligated to approve an application for a Subsequent Approval that would effect a Material Change. If the City denies any application for a Subsequent Approval that implements a Project as contemplated by the Approvals, 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, to the greatest extent possible, as more particularly described in Section 4.3. With respect to any Subsequent 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 in connection with any Subsequent Approvals that, as a result of amendments to the Approvals, require new or revised General Plan consistency findings.

5.9 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 his or her 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 Section 8. 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.

5.10 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 not a component of or contemplated by the Project is subject to Planning Code Section 178 and the applicable provisions of Section 5. Developer may install interim or temporary uses on the Project Site, which uses must be consistent with those uses allowed under the Project's zoning and the 5M SUD.

5.11 Costa-Hawkins Rental Housing Act.

5.11.1 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 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. This Agreement falls within the express exception to the Costa-

Hawkins Act, Section 1954.52(b) because this Agreement is a contract with a public entity in consideration for contributions and other forms of assistance specified in Chapter 4.3 (commencing with Section 65919 of Division 1 of Title 7 of the California Government Code). The City and Developer would not be willing to enter into this Agreement without the understanding and agreement that Costa-Hawkins Act provisions set forth in California Civil Code section 1954.52(a) do not apply to the BMR Units as a result of the exemption set forth in California Civil Code section 1954.52(b) for the reasons set forth in this Section 5.11.

5.11.2 General Waiver. Developer, on behalf of itself and all of its successors and assigns of all or any portion of the Project Site, agrees not to challenge and expressly waives, now and forever, any and all rights to challenge the requirements of this Agreement related to the establishment of the BMR Units under the Costa-Hawkins Act (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.

5.11.3 Inclusion in All Assignment and Assumption Agreements and Recorded Restrictions. Developer shall include the provisions of this Section 5.11 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.

5.12 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 (Government Code §§ 53311 *et seq.*) but not including business improvement districts or community benefit districts formed by a vote of the affected property owners) that includes the Project Site unless the new district is City-Wide or Developer gives its prior written consent to or requests such proceedings, and (ii) no such tax or assessment shall be targeted or directed at the Project, including, without limitation, any tax or assessment targeted solely at all or any part of the Project Site. Nothing in the foregoing prevents the City from imposing any tax or assessment against the Project Site, or any portion thereof, that is enacted in accordance with Law and applies to all similarly-situated property on a City-Wide basis.

6. NO DEVELOPMENT OBLIGATION

There is no requirement under this Agreement that Developer initiate or complete development of the Project, or any portion thereof. There is also no requirement that development be initiated or completed within any period of time or in any particular order, subject to the requirement to complete applicable Community Benefits with each portion of the Project started by Developer as set forth in Section 4.2. The development of the Project is subject to numerous factors that are not within the control of Developer or the City, such as availability of financing, interest rates, access to capital, and similar factors. Except as expressly required by this Agreement, the City acknowledges that Developer may develop the Project in such order and at such rate and times as Developer deems appropriate within the exercise of its

sole and subjective business judgment. In *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), the California Supreme Court ruled that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development and controlling the parties' agreement. It is the intent of the Parties to avoid such a result by acknowledging and providing for the timing of development of the Project in the manner set forth herein. The City acknowledges that such a right is consistent with the intent, purpose and understanding of the Parties to this Agreement, and that without such a right, Developer's development of the Project would be subject to the uncertainties sought to be avoided by the Development Agreement Statute, Chapter 56 and this Agreement.

7. MUTUAL OBLIGATIONS

7.1 Notice of Completion, 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. In addition, upon Developer's request, when one or more Buildings have been completed, and all of the Community Benefits tied to those specific Buildings have also been completed, the City and Developer shall execute and record a notice of completion in the form attached as Exhibit L for the applicable property on which the Buildings or other facilities or improvements are located.

7.2 General Cooperation Agreement to Cooperate. The Parties agree to cooperate with one another to expeditiously implement the Project in accordance with the Approvals, any Subsequent 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 Subsequent Approvals are implemented. Except for ordinary administrative costs of the City, nothing in this Agreement obligates the City to spend any sums of money or incur any costs other than City Costs or costs that Developer must reimburse through the payment of permitted Processing Fees. 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: (i) work with Developer to ensure that all such applications to the City are technically sufficient and constitute complete applications and (ii) interface with City staff responsible for reviewing any application under this Agreement to facilitate an orderly, efficient approval process that avoids delay and redundancies.

7.2.1 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, modifying (including changes from vehicular to pedestrian use) or changing the grades of streets, alleys, sidewalks, and other rights-of-way, and other necessary modifications of the streets, the street layout, and other public or private rights-of-way 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 rights-of-way as identified in the Approvals and Subsequent Approvals. Except as set forth in Section 9.4.4, 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.

7.3 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.

7.3.2 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.

7.4 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 Subsequent Approvals, the adoption or certification of the FEIR 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.

7.4.1 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 monthly invoices for all such costs.

7.4.2 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.

7.4.3 The filing of any Third Party Challenge shall not delay or stop the development, processing or construction of the Project or the issuance of Subsequent Approvals unless the third party obtains a court order preventing the activity.

7.5 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 City-owned property on the City's standard form permit, 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.

7.6 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 Subsequent 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.

Upon Developer's request, the City agrees to use reasonable good faith efforts to assist Developer in applying for and obtaining authorization to utilize for the M-2 Building and, to the extent available, for any on-site BMR units: (i) multi-family tax-exempt or taxable bond financing; (ii) 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, as contemplated in the Approvals and as set forth in this Housing Program. All costs incurred by the City in such efforts shall be City Costs.

7.7 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 Subsequent 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.

7.8 Dempster Building. Subject to Section 4.2(a), Developer shall transfer the Dempster Building in accordance with the provisions of Section 3.2.2, provided, however, if the transfer of the Dempster Building to CAST or another nonprofit is not completed before issuance of a certificate of occupancy for Building N-1 or H-1, whichever occurs first, despite

Developer's good faith efforts to do so; then, the City shall either (1) extend the period for the transfer of the Dempster Building and waive such transfer as a condition of the issuance of a certificate of occupancy for Building N-1 or H-1, as applicable, or (2) accept the transfer of the fee interest in the Dempster Building and assume the transferor's obligations under the Dempster MOU with respect thereto and the condition shall be deemed satisfied. If CAST fails to close escrow when required under the Dempster MOU for any reason other than a Developer default, the City and Developer shall promptly and in good faith meet and confer and select a substitute nonprofit organization to receive the donation of the Dempster Building and the applicable portion of the Public Art Fee to be used for renovation or operation of the Dempster Building. If the City and Developer are not able to reach agreement on a substitute nonprofit arts organization within ninety (90) days, the City shall have the right to designate a substitute nonprofit organization or to accept the donation of the Dempster Building itself upon the same basis and conditions provided in the Dempster MOU. Upon Developer's transfer to CAST or another nonprofit as set forth in this Section 7.8, or upon the City's election not to take title to the Dempster Building (which election must occur within one hundred twenty (120) days after satisfaction of all conditions to transfer and Developer's offer of the Dempster Building to the City as set forth above), Developer and the City shall have no further obligation under this Agreement for the transfer of the Dempster Building and the provisions of Section 4.1.1(e) shall be deemed satisfied.

8. PERIODIC REVIEW OF DEVELOPER'S COMPLIANCE

8.1 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 the 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 the 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.

8.2 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 8.2.

8.2.1 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 explaining, with appropriate backup documentation, Developer's compliance with this Agreement, including, but not limited to, compliance with the requirements regarding Community Benefits. The burden of proof, by substantial evidence, of compliance is upon Developer. The Planning Director shall post a copy of Developer's submittals on the Planning Department's website.

8.2.2 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 Section shall be included in the City Costs.

8.2.3 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, and if appealed, the Planning Commission and Board of Supervisors shall make its determinations and take its action separately with respect to Developer and each Transferee, as applicable, pursuant to Administrative Code Chapter 56. 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.

8.2.4 Default. The rights and powers of the City under this Section 8.2 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 of an Event of Default.

9. ENFORCEMENT OF AGREEMENT; DEFAULT; REMEDIES

9.1 Enforcement. The only Parties to this Agreement are the City 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.

9.2 Meet and Confer Process. Before sending a notice of default in accordance with Section 9.3, 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 9.3 would impair, prejudice or otherwise adversely affect a Party or its rights under this Agreement. The Party asserting such failure shall request that such meeting and conference occur within three (3) business days following the request and if, despite the good faith efforts of the requesting Party, such meeting has not occurred within seven (7) business days of such request, such Party shall be deemed to have satisfied the requirements of this Section and may proceed in accordance with the issuance of a notice of default under Section 9.3.

9.3 Default. The following shall constitute a "Default" under this Agreement: (i) the failure to make any payment within sixty (60) days following notice that such payment was not made when due and demand for compliance; and (ii) the failure to perform or fulfill any other material term, provision, obligation, or covenant of this Agreement and the continuation of such failure for a period of sixty (60) days following notice and demand for compliance. Notwithstanding the foregoing, if a failure can be cured but the cure cannot reasonably be

completed within sixty (60) days, then it shall not be considered a Default if a cure is commenced within 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 and there is more than one Party that assumes obligations of "**Developer**" under this Agreement, there shall be no cross-default between the separate Parties that assumed Developer obligations. Accordingly, if a Transferee Defaults, it shall not be a Default by any other Transferee or Party that owns a different portion of the Project Site.

9.4 Remedies.

9.4.1 Specific Performance. Subject to, and as limited by, the provisions of Section 9.4.3, 9.4.4 and 9.4.5, in the event of a Default the remedies available to a Party shall include specific performance of this Agreement in addition to any other remedy available at law or in equity.

9.4.2 Termination. Subject to the limitation set forth in Section 9.4.4, in the event of a Default, the non-defaulting Party may elect to terminate this Agreement by sending a notice of termination to the other Party, 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.

9.4.3 Limited Damages. The Parties have determined that except as set forth in this Section 9.4.3, (i) monetary damages are generally inappropriate, (ii) it would be extremely difficult and impractical to fix or determine the actual damages suffered by a Party as

a result of a Default hereunder, and (iii) equitable remedies and remedies at law not including damages but including specific performance and termination are particularly appropriate remedies for enforcement of this Agreement. Consequently, Developer agrees that the City shall not be liable to Developer for damages under this Agreement, and the City agrees that Developer shall not be liable to the City for damages under this Agreement, and each covenants not to sue the other for or claim any damages under this Agreement and expressly waives its right to recover damages under this Agreement, except as follows: (1) 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, (2) 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, Developer would have incurred to complete, (3) for any Community Benefit for which specific performance is determined by a court of competent jurisdiction not to be an available remedy (and the attached Exhibit does not include a liquidated damages 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 Benefit, (4) either Party shall have the right to recover reasonable attorneys' fees and costs as set forth in Section 9.6, and (5) the City shall have the right to administrative penalties or liquidated damages if and only to the extent expressly stated in an Exhibit or 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.

9.4.4 City Processing/Certificates of Occupancy. The City shall not be required to process any requests for approval or take other actions under this Agreement during any period in which payments from Developer are past due. The City shall have the right to withhold a final certificate of occupancy for a Building until all of the Community Benefits tied to that Building have been completed. Subject to the conditions as to offsite obligations in Exhibit G, for a Building to be deemed completed Developer shall have completed all of the streetscape and open space improvements described in Exhibit B for that Building; provided, if the City issues a final certificate of occupancy before such items are completed, then Developer shall promptly complete such items following issuance.

9.5 Time Limits; Waiver; Remedies Cumulative. Failure by a Party to insist upon the strict or timely performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of any condition or failure of performance, including a Default, shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such failure. No express written waiver shall affect any other condition, action or inaction, or cover any other period of time, other than any condition, action or inaction and/or period of time specified in such express waiver. One or more written waivers under any provision of this Agreement shall not be deemed to be a waiver of any subsequent condition, action or inaction, 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.

9.6 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.

10. FINANCING; RIGHTS OF MORTGAGEES.

10.1 Owner'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 for the benefit of any Mortgagee as security for one or more loans. Developer represents that there are no Mortgages on the Project Site as of the Effective Date.

10.2 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 from or through the Mortgagee, or any other purchaser at a foreclosure sale other than the Mortgagee itself, on which certain Community Benefits must be completed as set forth in Section 4.2. 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.

10.3 Copy of Notice of Default and Notice of Failure to Cure to Mortgagee. Whenever the City shall deliver any notice or demand to 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.

10.4 Mortgagee's Option to Cure Defaults. After receiving any notice of failure to cure referred to in Section 10.3, each Mortgagee shall have the right, at its option, to commence within the same period as the Developer to remedy or cause to be remedied any 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.

10.5 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.

10.6 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.

10.7 Cured Defaults. Upon the curing of any event of default by Mortgagee within the time provided in this Article 10 the City's right to pursue any remedies with respect to the cured event of default shall terminate.

11. AMENDMENT; TERMINATION; EXTENSION OF TERM

11.1 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 portion of the Project Site owned by Developer or the Transferee 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 2.2, 5.6.4, 7.4.3, 9.4.2 and 11.2, 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). Any amendment or termination of this Agreement, and any required notice thereof, shall also be subject to the requirements of the Development Agreement Statute.

11.2 Early Termination Rights. Developer shall, upon thirty (30) days prior notice to the City, have the right, in its sole and absolute discretion, to terminate this Agreement in its entirety at any time if Developer does not Commence Construction on any part of the Project Site by the date which is five (5) years following the Effective Date. Thereafter, the City shall, upon sixty (60) days prior notice to Developer, have the right, in its sole and absolute discretion, to terminate this Agreement if the Developer has not Commenced Construction; provided Developer can prevent any such termination by the City by providing to the City notice, within the above sixty (60) day period, of Developer's intent to start construction and the

Developer thereafter Commences Construction within one hundred twenty (120) days following delivery of Developer's notice to the City, or, if unable to actually Commence Construction within said time period, demonstrates reasonable, good faith and continuing efforts to Commence Construction, such as by pursuing all necessary Subsequent Approvals, and thereafter promptly Commences Construction upon receipt of the Subsequent Approvals. Any termination under this Section 11.2 shall result in the termination of the entirety of this Agreement affecting all of the Project Site, and any Transferee shall assume the risk of a termination of this Agreement by Developer or the City under this Section 11.2.

11.3 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 Building 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 Benefits shall continue as to the Building 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 11.3 shall survive the termination of this Agreement.

11.4 Amendment Exemptions. No issuance of a Subsequent Approval, or amendment of an Approval or Subsequent Approval, shall by itself require an amendment to this Agreement. And no change to the Project that is permitted under the 5M SUD 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 Subsequent Approval). Notwithstanding the foregoing, if there is any direct conflict between the terms of this Agreement and a Subsequent Approval, or between this Agreement and any amendment to an Approval or Subsequent 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 Subsequent Approval or the proposed amendment to an Approval or Subsequent 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 and the 5M SUD, 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 Subsequent Approval or any amendment to an Approval or Subsequent Approval that conflicts with this Agreement.

11.5 Extension Due to Legal Action or Referendum; Excusable Delay.

11.5.1 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 any Approval 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.

11.5.2 "**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 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.

12. TRANSFER OR ASSIGNMENT; RELEASE; CONSTRUCTIVE NOTICE

12.1 Permitted Transfer of this Agreement. At any time, Developer shall have the right to convey, assign or transfer all or any part of its right, title and interest in and to all or part of the Project Site (a “**Transfer**”) without the City's consent, provided that it also transfers to such party (the “**Transferee**”) all of its interest, rights or obligations under this Agreement (a “**Transfer**”) with respect to such portions of the Project Site (the “**Transferred Property**”). Developer shall not, by Transfer, separate a portion of the Project Site from the Community Benefits tied to that portion of the Project Site, as described in this Agreement, without the prior written consent of the Planning Director. If Developer Transfers one or more parcels such that there are separate fee owners within the Project Site, the obligation to perform and complete the applicable Community Benefits and other improvements associated with a Building; shall be the sole responsibility of the applicable Transferee (*i.e.*, the person or entity that owns the legal parcel on which the Building is located). Notwithstanding the foregoing (i) off-site improvements associated with the Dempster Building may be retained by Developer, and (ii) any ongoing obligations (such as open space operation and maintenance) may be transferred 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.

12.2 Notice of Transfer. Developer shall provide not less than ten (10) days' notice to the City before any proposed Transfer of its interests, rights and obligations under this Agreement, together with a copy of the assignment and assumption agreement for that parcel (each, an “**Assignment and Assumption Agreement**”) with a legal description of the parcel. Each Assignment and Assumption Agreement shall be in recordable form, in substantially the form attached as Exhibit K (including the indemnifications, the agreement and covenant not to challenge the enforceability of this Agreement, and not to sue the City for disputes between Developer and any Transferee) and any material changes to the attached form will be subject to the review and approval of the Director of Planning not to be unreasonably withheld or delayed. Notwithstanding the foregoing any Transfer of Community Benefit obligations to a CMA as set forth in Section 12.1 shall be limited to the specified Community Benefit obligations and shall not require the transfer of any land to the CMA.

12.3 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, 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. Additionally, the annual review provided by Section 8 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.

12.4 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 Subsequent Approvals based upon the acts or omissions of a different party.

12.5 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.

12.6 Rights of Developer. The provisions in this Section 12 shall not be deemed to prohibit or otherwise restrict Developer from (i) granting easements or licenses to facilitate development of the Project Site, (ii) encumbering the Project Site or any portion of the improvements thereon by any Mortgage, (iii) granting an occupancy leasehold interest in portions of the Project Site, (iv) entering into a joint venture agreement or similar partnership agreement to fulfill its obligations under this Agreement, or (v) 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.

12.7 Transfers to REITs and UPREITs. The Parties recognize that there are no limitations on transfer of constituent membership interests in Developer. Nevertheless, in the interests of clarity the Parties agree that reappportionments and transfers by Forest City Enterprises, Inc. or any of its direct or indirect subsidiaries or affiliates (“**FCE**”) of beneficial interests in Developer shall be permitted without prior notice to or review or consent from City, notwithstanding any provisions in this Article 12, so long as such reappportionments or transfers are to (1) affiliates or wholly-owned subsidiaries of FCE, or (2) any real estate investment trust sponsored by FCE or any successor, by operation of law or otherwise (a “**REIT**”), and/or any umbrella limited partnership related to any such REIT and in which the REIT has an ownership

interest (an "UPREIT"), or any entity that is an affiliate of either the UPREIT or the REIT. In no event or circumstance shall any City consent or approval be required with respect to the trading or issuance of shares or other securities of FCE or a REIT or UPREIT in the public or private markets or where such Transfers are a part of a merger, consolidation or sale of all or substantially all of the assets or stock of FCE, a REIT, an UPREIT or any of their respective affiliates. The provisions of this Section 12.7 shall similarly apply to permit the transfer of any other constituent member interest in Developer. Reapportionments or transfers of membership interests under this Section 12.7 shall not require an Assignment and Assumption Agreement, and the rights and obligations Developer (or Transferee) and the City under this Agreement shall not be affected in any way by such reapportionment or transfer.

13. DEVELOPER REPRESENTATIONS AND WARRANTIES

13.1 Interest of Developer; Due Organization and Standing. Developer represents that it is the legal or beneficial owner of the Project Site, with authority to enter into this Agreement on behalf of all fee owners of the Project Site. Developer is a _____ limited liability corporation, 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. Developer represents and warrants 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.

13.2 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.

13.3 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.

13.4 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.

13.5 Other Documents. To the current, actual knowledge of _____, 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.

13.6 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. MISCELLANEOUS PROVISIONS

14.1 Entire Agreement. This Agreement, including the preamble paragraph, Recitals and Exhibits, and the agreements specifically referenced in this Agreement, constitutes the entire agreement between the Parties with respect to the subject matter contained herein.

14.2 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.

14.3 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 12, 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 Transfers set forth in Section 12, all provisions of this Agreement shall be enforceable during the term hereof 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.

14.4 Applicable Law and Venue. This Agreement has been executed and delivered in and shall be interpreted, construed, and enforced in accordance with the laws of the State of California. 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.

14.5 Construction of Agreement. The Parties have mutually negotiated the terms and conditions of this Agreement and its terms and provisions have been reviewed and revised by legal counsel for both the City and Developer. Accordingly, no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement. 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.

14.6 Project Is a Private Undertaking; No Joint Venture or Partnership. The development proposed to be undertaken by Developer on the Project Site is a private development. The City has no interest in, responsibility for, or duty to third persons concerning any of said improvements. Developer shall exercise full dominion and control over the Project Site, subject only to the limitations and obligations of Developer contained in this Agreement.

14.6.1 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. Neither Party is acting as the agent of the other Party in any respect hereunder. Developer is not a state or governmental actor with respect to any activity conducted by Developer hereunder.

14.7 Recordation. Pursuant to the Development Agreement Statute and Chapter 56, the Clerk of the Board of Supervisors shall have a copy of this Agreement 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.

14.8 Obligations Not Dischargeable in Bankruptcy. Developer's obligations under this Agreement are not dischargeable in bankruptcy.

14.9 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.

14.10 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.

14.11 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, 5M Project

To Developer:

[5M LLC]
875 Howard Street, Suite 330
San Francisco, CA 94103
Attn: Alexa Arena

with a copy to:

14.12 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.

14.13 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.

14.14 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.

14.15 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.

14.16 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.

14.17 Waiver of Personal LiabilityNon-Liability of City Officials and Others.

Notwithstanding anything to the contrary in this Agreement, no individual board member, director, commissioner, officer, employee, official or agent of City or other City Parties 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.

14.17.2Non-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.

14.18 No Third Party Beneficiaries. There are no third party beneficiaries to this

Agreement.

[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: _____
Charles Sullivan, Deputy City Attorney

Approved on _____, 2015
Board of Supervisors Ordinance No. _____

Approved and Agreed:

By: _____
Naomi Kelly, City Administrator

By: _____
Mohammad Nuru,
Director of Public Works

Developer:

5M PROJECT, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

CONSENT TO DEVELOPMENT AGREEMENT

San Francisco Municipal Transportation Agency

The Municipal Transportation Agency of the City and County of San Francisco ("SFMTA") has reviewed the Development Agreement (the "**Development Agreement**") between the City and 5M, LLC, a _____ limited liability corporation ("**Developer**") to which this Consent to Development Agreement (this "**SFMTA Consent**") is attached and incorporated. Except as otherwise defined in this SFMTA Consent, initially capitalized terms have the meanings given in the Development Agreement.

By executing this SFMTA Consent, the undersigned confirms that the SFMTA Board of Directors, after considering at a duly noticed public hearing the CEQA Findings, including the Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program contained or referenced therein, consented to and agrees to be bound by the Development Agreement as it relates to matters under SFMTA jurisdiction, including the Transportation Program and the transportation-related Mitigation Measures.

By executing this SFMTA Consent, the SFMTA does not intend to in any way limit, waive or delegate the exclusive authority of the SFMTA as set forth in Article VIII A of the City's Charter.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, acting by and through the
SAN FRANCISCO MUNICIPAL TRANSPORTATION
AGENCY

By: _____
EDWARD D. REISKIN,
Director of Transportation

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

By: _____
Deputy City Attorney

San Francisco Municipal Transportation Agency Board of Directors
Resolution No. _____
Adopted: _____, 2015

**CONSENT TO DEVELOPMENT AGREEMENT
Arts Commission**

A. The Arts Commission of the City and County of San Francisco ("SFMTA") has reviewed the Development Agreement (the "**Development Agreement**") between the City and 5M, LLC, a _____ limited liability corporation ("**Developer**") to which this Consent to Development Agreement (this "**Arts Commission Consent**") is attached and incorporated. Except as otherwise defined in this Arts Commission Consent, initially capitalized terms have the meanings given in the Development Agreement.

B. By executing this Arts Commission Consent, the undersigned confirms that the Arts Commission, after considering at a duly noticed public hearing the CEQA Findings, including the Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program contained or referenced therein, consented to and agrees to be bound by the Development Agreement as it relates to matters under the Arts Commission's jurisdiction, including the Arts Program.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, acting by and through the
SAN FRANCISCO ARTS COMMISSION

By: _____
Mr. Tom DeCaigny, Director

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

By: _____
Susan Dawson, Deputy City Attorney

San Francisco Arts Commission
Resolution No. _____
Adopted: _____, 2015

EXHIBIT A
Project Site Legal Descriptions & Site Plan

EXHIBIT A
5M PROJECT
LEGAL DESCRIPTIONS

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Building H-1 Site

BEGINNING at the point of intersection of the Southwesterly line of 5th Street with the Southeasterly line of Natoma Street; running thence Southeasterly along said line of 5th Street, 105 feet; thence at a right angle Southwesterly 75 feet; thence at a right angle Northwesterly 105 feet to the Southeasterly line of Natoma Street; thence Northeasterly along said Southeasterly line, 75 feet to the point of beginning.

BEING a portion of 100 Vara Block No. 381
Assessor's Block 3725, Lot 005

COMMENCING at a point on the Westerly line of 5th Street, distant thereon 30 feet Northerly from the Northwest corner of Howard and 5th Streets; thence running Northerly along the Westerly line of 5th Street, 25 feet; thence at right angles Westerly 75 feet, parallel with Howard Street; thence at right angles Southerly 25 feet; thence at right angles Easterly 75 feet to 5th Street, the point of beginning.

SAID LOT BEING a subdivision of the 100 Vara Lot shown upon the Official Map of San Francisco as Number 381 of the 100 Vara Lot Survey, Assessor's Block 3725, Lot 006

BEGINNING at a point on the Northwesterly line of Howard Street, distant thereon 70 feet Southwesterly from the Southwesterly line of 5th Street; running thence Southwesterly along said line of Howard Street, 29 feet and 3-1/2 inches; thence at a right angle Northwesterly 80 feet; thence at a right angle Southwesterly 25 feet and 8-1/2 inches; thence at a right angle Northwesterly 80 feet to the Southeasterly line of Natoma Street; thence at a right angle Northeasterly along said line of Natoma street, 50 feet; thence at a right angle Southeasterly 130 feet; thence at a right angle Northeasterly 5 feet; thence at a right angle Southeasterly 30 feet to the point of beginning.

BEING a portion of 100 Vara Block No. 381
Assessor's Block 3725, Lot 008

COMMENCING at a point on the Northwesternly line of Howard Street, distant thereon 99 feet, 3-1/2 inches Southwesterly from the point formed by the intersection of the said Northwesternly line of Howard Street with the Southwesterly line of 5th Street; running thence Southwesterly along the said Northwesternly line of Howard Street, 25 feet, 8-1/2 inches; thence at a right angle Northwesternly 80 feet; thence at a right angle Northeasterly, 25 feet 8-1/2 inches; and thence at a right angle Southeasterly 80 feet to the Northwesternly line of Howard Street and the point of commencement.

BEING a portion of 100 Vara Lot Number 196
Assessor's Block 3725, Lot 009

COMMENCING at the point of intersection of the Northwesternly line of Howard Street and the Northerly line of Mary Street; running thence Northeasterly and along said line of Howard Street, 47 feet, 6 inches; thence at a right angle Northwesternly 160 feet to the Northeasterly line of Natoma Street; thence at a right angle Southwesterly along said line of Natoma Street, 47 feet, 6 inches to the Northeasterly line of Mary Street; thence at a right angle Southeasterly along said line of Mary Street, 160 feet to the point of commencement.

BEING a portion of 100 Vara Lot Number 381
Assessor's Block 3725, Lot 012

BEGINNING at a point on the Northwesternly line of Howard Street, distant thereon 125 feet Southwesterly from the Southwesterly line of 5th Street; running thence Southwesterly along said line of Howard Street, 92 feet and 11-3/4 inches to a point distant thereon 47 feet and 6 inches Northeasterly from the Northeasterly line of Mary Street; thence at a right angle Northwesternly 160 feet to the Southeasterly line of Natoma Street; thence Northeasterly along said line of Natoma Street, 92 feet and 11-3/4 inches; thence at a right angle Southeasterly 160 feet to the point of beginning.

BEING a portion of 100 Vara Lot Number 381
Assessor's Block 3725, Lot 098

Building N1, New Examiner and Mary Court East Site

Parcel 1:

BEGINNING at the point of intersection of the Southwesterly line of 5th Street and the Southeasterly line of Minna Street; running thence Southeasterly, along said line of 5th Street, 75 feet; thence at a right angle Southwesterly 275 feet to the Northwesterly line of Mary Street; thence at a right angle Northwesterly, along said line of Mary Street, 75 feet to the Southeasterly line of Minna Street; thence at a right angle Northeasterly, along said line of Minna Street, 275 feet to the point of beginning.

EXCEPTING THEREFROM so much thereof as conveyed to the City and County of San Francisco in that certain Exchange Deed dated December 30, 1966 and recorded January 27, 1967 in Book B113, Official Records, Page 623, more particularly described as follows:

BEGINNING at a point on the Southeasterly line of Minna Street, distant thereon 265 feet Southwesterly from the Southwesterly line of 5th Street; and thence running Southwesterly, along said line of Minna Street, 10 feet to the Northeasterly line of Mary Street; thence at a right angle Southeasterly, along said line of Mary Street, 75 feet; thence at a right angle Northeasterly 10 feet; thence at a right angle Northwesterly 75 feet to the point of beginning.

BEING a portion of 100 Vara Block No. 381

Parcel 2:

BEGINNING at a point on the Southwesterly line of 5th Street, distant thereon 30 feet Northwesterly from the Northwesterly line of Natoma Street; running thence Northwesterly, along said line of 5th Street, 50 feet; thence at a right angle Southwesterly 75 feet; thence at a right angle Southeasterly 50 feet; thence at a right angle Northeasterly 75 feet to the point of beginning.

BEING a portion of 100 Vara Block No. 381

Parcel 3:

BEGINNING at the point of intersection of the Southwesterly line of 5th Street and the Northwesterly line of Natoma Street; running thence Northwesterly, and along said line of 5th Street, 30 feet; thence at a right angle Southwesterly 75 feet; thence at a right angle Southeasterly 30 feet to the Northwesterly line of Natoma Street; thence at a right angle Northeasterly, along said line of Natoma Street, 75 feet to the point of beginning.

BEING a portion of 100 Vara Block No. 381

Parcel 4:

BEGINNING at a point on the Northwesterly line of Natoma Street, distant thereon 75 feet Southwesterly from the Southwesterly line of 5th Street; running thence Southwesterly, and along said Northwesterly line of Natoma Street 150 feet; thence at a right angle Northwesterly 80 feet; thence at a right angle Northeasterly 150 feet; thence at a right angle Southeasterly 80 feet to the point of beginning.

BEING a portion of 100 Vara Block No. 381

Parcels 1 through 4 constituting Assessor's Block 3725, Lot 097

Building M-2 Site

BEGINNING at a point on the Southeasterly line of Mission Street, distant thereon 97 feet and 6 inches Southwesterly from the Southwesterly line of Mary Street; running thence Southwesterly and along said line of Mission Street 20 feet; thence at a right angle Southeasterly 160 feet to the Northwesterly line of Minna Street; thence at a right angle Northeasterly along said line of Minna Street 20 feet; thence at a right angle Northwesterly 160 feet to the point of beginning.

BEING a portion of 100 Vara Block No. 381
Assessor's Block 3725, Lot 089

BEGINNING at a point on the Southeasterly line of Mission Street, distant thereon 57 feet and 6 inches Southwesterly from the Southwesterly line of Mary Street; running thence Southwesterly and along said line of Mission Street 40 feet; thence at a right angle Southeasterly 160 feet to the Northwesterly line of Minna Street; thence at a right angle Northeasterly along said line of Minna Street 40 feet; thence at a right angle Northwesterly 160 feet to the point of beginning.

BEING a portion of 100 Vara Block No. 381
Assessor's Block 3725, Lot 090

BEGINNING at the point of intersection of the Southeasterly line of Mission Street with the Southwesterly line of Mary Street; running thence Southwesterly along the Southeasterly line of Mission Street 57 feet 6 inches; thence at a right angle Southeasterly 160 feet to the Northwesterly line of Minna Street; thence Northeasterly and along the Northwesterly line of Minna Street 57 feet and 6 inches to the Southwesterly line of Mary Street; and thence Northwesterly and along the Southwesterly line of Mary Street 160 feet to the point of beginning.

BEING a portion of 100 Vara Block No. 381
Assessor's Block 3725, Lot 091

M-1 Building Site

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

BEGINNING at the point formed by the intersection of the Southeasterly line of Mission Street with the Southwesterly line of 5th Street; and running thence Southeasterly along said line of 5th Street 160 feet to the Northwesterly line of Minna Street; thence at a right angle Southwesterly, along said line of Minna Street, 275 feet to the Northeasterly line of Mary Street; thence at a right angle Northwesterly, along said line of Mary Street, 160 feet to the southeasterly line of Mission Street; and thence at a right angle Northeasterly, along said line of Mission Street, 275 feet to the point of beginning.

EXCEPTING THEREFROM so much thereof as conveyed to the City and County of San Francisco in that certain Exchange Deed dated December 30, 1966 and recorded January 27, 1967 in Book B113, Official Records, Page 623, more particularly described as follows:

BEGINNING at a point on the Southeasterly line of Mission Street, distant thereon Southwesterly 265 feet from the Southwesterly line of 5th Street; and thence running Southwesterly along said line of Mission Street 10 feet to the Northwesterly line of Mary Street; thence at a right angle Southeasterly, along said line of Mary Street, 160 feet to the Northwesterly line of Minna Street; thence at a right angle Northwesterly, along said line of Minna Street, 10 feet; thence at a right angle Northwesterly 160 feet to the point of beginning.

BEING a portion of 100 Vara Block No. 381
Assessor's Block 3725, Lot 093

Camelline Building

BEGINNING at the point of intersection of the Northeasterly line of Mary Street with the Northwesterly line of Natoma Street; running thence Northeasterly, along the Northwesterly line of Natoma Street, 40 feet; thence at a right angle Northwesterly 80 feet; thence at a right angle Southwesterly 40 feet to the Northeasterly line of Mary Street; thence at a right angle Southeasterly, along the last mentioned line, 80 feet to the point of beginning.

BEING a portion of 100 Vara Block No. 381
Assessor's Block 3725, Lot 042

Dempster Printing Building

BEGINNING at a point on the Southeasterly line of Minna Street, distant thereon 402 feet 6 inches Northeasterly from the Northeasterly line of 6th Street; running thence Northeasterly and along said line of Minna Street 40 feet; thence at a right angle Southeasterly 75 feet; thence at a right angle Southwesterly 40 feet; thence at a right angle Northwesterly 75 feet to the point of beginning.

BEING a portion of 100 Vara Lot No. 202, in Block No. 381
Assessor's Block 3725, Lot 076

Mary Court West Site

BEGINNING at the point of intersection of the Southwesterly line of Mary Street and the Southeasterly line of Minna Street; running thence Southwesterly along said line of Minna Street 57 feet and 6 inches; thence at a right angle Southeasterly 25 feet; thence at a right angle Southwesterly 5 feet; thence at a right angle Southeasterly 24 feet; thence at a right angle Northeasterly 62 feet and 6 inches to the Southwesterly line of Mary Street; thence Southwesterly along said line of Mary Street 52 feet to the point of beginning.

BEING part of 100 Vara Block No. 381
Assessor's Block 3725, Lot 043

BEGINNING at a point on the Southwesterly line of Mary Street, distant thereon 80 feet Northwesterly from the Northwesterly line of Natoma Street; running thence Northwesterly and along said line of Mary Street 23 feet; thence at a right angle Southwesterly 62 feet and 6 inches; thence at a right angle Southeasterly 23 feet; thence at a right angle Northeasterly 62 feet and 6 inches to the point of beginning.

BEING a portion of 100 Vara Block No. 381
Assessor's Block 3725, Lot 044

BEGINNING at a point on the Southwesterly line of Mary Street, distant thereon 40 feet Northwesterly from the Northwesterly line of Natoma Street; running thence Northwesterly along said Southwesterly line of Mary Street 40 feet; thence at a right angle Southwesterly 76 feet and 2 inches; thence at a right angle Southeasterly 40 feet; thence at a right angle Northeasterly 76 feet and 2 inches to the point of beginning.

BEING a portion of 100 Vara Block No. 381
Assessor's Block 3725, Lot 045

BEGINNING at the point of intersection of the Northwesterly line of Natoma Street and the Southwesterly line of Mary Street; running thence Northwesterly and along said line of Mary Street 40 feet; thence at a right angle Southwesterly 76 feet and 2 inches; thence at a right angle Southeasterly 40 feet to the Northwesterly line of Natoma Street; thence at a right angle Northeasterly along said line of Natoma Street 76 feet and 2 inches to the point of beginning.

BEING a portion of 100 Vara Block No. 381
Assessor's Block 3725, Lot 046

BEGINNING at a point on the Northwesterly line of Natoma Street, distant thereon 76 feet and 2 inches Southwesterly from the Southwesterly line of Mary Street; running thence Southwesterly along said line of Natoma Street 28 feet and 2 inches; thence at a right angle Northwesterly 80 feet; thence at a right angle Northeasterly 28 feet and 2 inches; thence at a right angle Southeasterly 80 feet to the point of beginning.

BEING a portion of 100 Vara Block No. 381
Assessor's Block 3725, Lot 047

BEGINNING at a point on the Southeasterly line of Minna Street, distant thereon 57 feet and 6 inches Southwesterly from the Southwesterly line of Mary Street, (which point of beginning is perpendicularly distant 155 feet Northwesterly from the Northwesterly line of Natoma Street); running thence Southwesterly along said line of Minna Street 40 feet; thence at a right angle Southeasterly 75 feet; thence at a right angle Northeasterly 35 feet; thence at a right angle Northwesterly 47 feet; thence at a right angle Northeasterly 5 feet; thence at a right angle Northwesterly 28 feet to the Southeasterly line of Minna Street and the point of beginning.

BEING a portion of 100 Vara Block 381
Assessor's Block 3725, Lot 077

Chronicle/Examiner Connector Air Space Parcel

ALL OF THE AIRSPACE between elevations 34 feet and 103 feet per datum of the City and County of San Francisco and bounded by the following described area:

BEGINNING at the point of intersection of the Southwesterly line of Fifth Street with the Northwesterly line of Minna Street and thence running Southwesterly along said line of Minna Street 265 feet; thence at a right angle Southeasterly 40 feet to the Southeasterly line of Minna Street; thence at a right angle Northeasterly, along said Southeasterly line of Minna Street 265 feet; thence at a right angle Northwesterly 40 feet to the point of beginning.

BEING a portion of the airspace above and across Minna Street, as said street existed prior to the vacation of a portion thereof, by Ordinance No. 188-60, adopted by the Board of Supervisors on August 22, 1966 and approved by the Mayor on August 26, 1966 and as conveyed by Exchange Deed from the City and County of San Francisco to The Chronicle Publishing Company, a Nevada Corporation and The Hearst Corporation, a Delaware corporation recorded January 27, 1967, Instrument No. P38074, Book B133, Page 623, Official Records.

Assessor's Block 3725, Lot 094

Minna Street Air Space Parcel

ALL OF THE SPACE between a horizontal plane at elevation 31.00 feet and a horizontal plane at elevation 103.00 feet per datum of the City and County of San Francisco bounded by planes projected vertically above the surface limits of certain land described as follows:

BEGINNING at the point of intersection of the Southwesterly line of Fifth Street with the Northwesterly line of Natoma Street and thence running Southwesterly along said line of Natoma Street 265.00 feet to the Northeasterly line of Mary Street; thence Southeasterly along the Southeasterly prolongation of the Northeasterly line of Mary Street 35 feet to the Southeasterly line of Natoma Street; thence Northeasterly, along the Southeasterly line of Natoma Street 265.00 feet to the Southwesterly line of Fifth Street; thence Northwesterly along the Northwesterly prolongation of the Southwesterly line of Fifth Street 35.00 feet to the point of beginning.

BEING a portion of the airspace above and across Natoma Street, as said street existed prior to the vacation of a portion thereof, by Ordinance No. 524-79, adopted by the Board of Supervisors on October 22, 1976 and approved by the Mayor on November 2, 1976 and as conveyed by Quitclaim Deed from the City and County of San Francisco to The Chronicle

Publishing Company, a Nevada Corporation and The Hearst Corporation, a Delaware corporation recorded November 14, 1979, Instrument No. C47229, Book C896, Page 503, of Official Records.

Assessor's Block 3725, Lot 099

Natoma Street Air Space Parcel

All of the space between a horizontal plane at elevation 36.00 feet and a horizontal plane at elevation 103.00 feet per datum of the City and County of San Francisco bounded by planes projected Vertically above the surface limits of certain land described as follows:

BEGINNING at the point of intersection of the Southwesterly line of Mary Street with the Northwesterly line of Minna Street and thence running Southwesterly along said line Minna Street 97.50 feet; thence at a right angle Southeasterly 40 feet to the Southeasterly line of Minna Street; thence Northeasterly along the Southeasterly line of Minna Street 97.50 feet to the Southwesterly line of Mary Street; thence Northwesterly along the Northwesterly prolongation of the Southwesterly line of Mary Street 40.00 feet to the point of beginning.

BEING a portion of the airspace above and across Minna Street, as said street existed prior to the vacation of a portion thereof, by Ordinance No. 524-79, adopted by the Board of Supervisors on October 22, 1976 and approved by the Mayor on November 2, 1976 and as conveyed by Quitclaim Deed from the City and County of San Francisco to The Chronicle Publishing Company, a Nevada Corporation and The Hearst Corporation, a Delaware corporation recorded November 14, 1979, Instrument No. C47229, Book C896, Page 503, of Official Records.

Assessor's Block 3725, Lot 100

Exhibit A

Site Plan

[to be provided]

EXHIBIT B
Project Description and Site Plan

EXHIBIT B
5M PROJECT
PROJECT DESCRIPTION¹

The Project is a mixed-use development of new construction, rehabilitated and renovated existing buildings, and open space, constituting up to 1,697,600 gross square feet (gsf)² of building space, including up to: 821,300 gsf of residential uses (approximately 690 units), 807,600 gsf of office uses (including active office uses at or below the ground floor), 68,700 gsf of other active ground floor uses (including mezzanine and basement spaces), 59,500 square feet of open space and approximately 463 vehicle parking spaces, 429 Class 1 bicycle spaces and 66 Class 2 bicycle spaces. The Project contains seven buildings (three new buildings and four retained buildings), six open space areas, and associated streetscape improvements, all as further described in the Design for Development, and listed below.

1. **Building H-1³**

- Demolition of existing buildings at 190 Fifth Street, 910 Howard Street, 912 Howard Street and 924 Howard Street (Assessor's Block/Lot No. 3725/005, 006, 008, 009, 012 & 098) for construction of the following:
 - An up to approximately 617,900 gsf, 25-story 395-foot tall office building with 584,900 gsf of office space above the ground floor, 33,000 square feet of active ground floor and mezzanine space (including 7,100 gsf of retail and 8,600 gsf of office uses, 17,300 square feet of lobby/core and building services space);
 - Up to three subterranean levels of vehicle and bicycle parking and loading, including up to: 254 vehicular parking spaces, 6 loading spaces and 104 Class 1 bicycle spaces, and 23 Class 2 spaces;
 - A three-stall off-street freight loading dock on the ground floor, with a combined automobile parking entrance/exit and freight loading entrance from Howard Street and freight loading exit onto Natoma Street;
 - An approximately 11,000 square-foot private terrace on the southwest side of the building at or about the tenth floor; and

¹ Any capitalized term used in this Exhibit that is not defined herein shall have the meaning given to such term in this Agreement.

² Gross square footage excludes subterranean parking and loading, parking and loading ingress and egress, as well as a full mechanical floor for commercial Building H-1. All quantities stated herein are approximate unless otherwise noted. Size and location of private open spaces and related elements may be modified and/or relocated during design development in accordance with Approvals or Subsequent Approvals.

³ As more particularly described in Planning Commission Motion No.[--], dated July __, 2015, and any Subsequent Approvals.

- Construction of an up to 1,600 square-foot pedestrian improvement adjacent to Building H-1 along Mary Street.
- Demolition of existing surface parking on 435-39 and 441-45 Minna Street, 44 and 55 Mary Street, and 432-38 and 440 Natoma Street (Assessor's Block 3725, Lots 043- 047, 077), for construction of Mary Court West, a 14,600 sf open space;
- Construction and installation of the following streetscape improvements:
 - Removal of two metered vehicle parking spaces on Howard Street adjacent to the Building and replacement with a passenger loading/unloading zone adjacent to the Project on Howard Street, and addition of a metered commercial loading space;
 - Widening the Fifth Street sidewalk between Natoma and Howard Streets from 10 feet to 18 feet, with a 60-foot long, approximately 8-foot deep inset for three commercial loading spaces;
 - Widening the Mary Street sidewalk adjacent to Mary Court West, from 5 to 10 feet;
 - Streetscape improvements to sidewalks adjacent to Mary Court West;
 - Conversion of Mary Street between Minna and Howard Streets to a shared public way;
 - Sidewalk improvements on Howard Street adjacent to the off-site parcel at 198 Fifth Street;
 - Streetscape improvements to sidewalks adjacent to the Natoma, Fifth, Howard and Mary Street building frontages and street trees within a 300-foot long portion of the south Howard Street sidewalk extending west from Fifth Street.

2. Building N-1⁴

- Demolition of a portion of the existing building at 110 Fifth Street (Assessor's Block/Lot No. 3725/097) to provide an approximately 18,000 square foot footprint for construction of the following:
 - An up to 400-unit, 470-foot tall 45-story residential building with approximately 570,000 gsf devoted to residential use, 13,200 square feet of active ground floor uses (composed of 7,300 gsf of active ground floor retail space; 5,900 square feet lobby/core and building services space);
 - Up to three subterranean levels of vehicle and bicycle parking and loading accessible from Minna Street, including up to: 156 vehicle spaces⁵ and 176 Class 1 bicycle spaces, and 24 Class 2 bicycle spaces;
 - A one-stall off-street freight loading bay within the building, accessible from a separate entrance on Minna Street.

⁴ As more particularly described in Planning Commission Motion No.[--], dated July __, 2015, and any Subsequent Approvals.

⁵ Building N-1 is entitled to use of an additional 135 parking spaces, accessory to Building N-1, in the garage of Building H-1

- A 23,000 sf open space atop Building M-1, including an access elevator, stairway and a ground-floor entrance lobby on the southern (Minna Street) façade of M-1;⁶
- Demolition of existing surface parking on Assessor's Block/Lot 3725/097 and construction of the southern approximately 6,700 square feet of Mary Court East;⁷
- Construction of a 3,600 square-foot private open space terrace on the north side of the building on or about the sixth floor of the building.
- Construction and installation of the following streetscape improvements:
 - Widening of the Fifth Street sidewalk adjacent to the building, between Minna and Natoma Streets, from 10 feet to 18 feet with an 60-foot long, approximately 8-foot deep inset for three commercial loading spaces;
 - Streetscape improvements to the sidewalks on the Fifth and Minna Street building frontages.

3. Building M-2⁸

- Demolition of existing surface parking at 939-949 Mission Street (Assessor's Block/Lot No. 3725/089-091) for construction of the following:
 - An up to 288-unit, 200-foot tall 20-story residential building with approximately 250,800 gsf devoted to residential use, and 13,500 square feet of active ground floor uses composed of 6,800 gsf of active retail space and 6,700 square feet of lobby/core and building services.
 - Up to three subterranean levels of vehicle and bicycle parking and loading with an entrance and exit from and onto Minna Street, including up to: 53 vehicle spaces, 149 Class 1 bicycle spaces and 19 Class 2 bicycle spaces.
 - Construction of an approximately 3,600 square-foot private open space terrace on the west side of Building M-2.
- Demolition of existing surface parking on Assessor's Block/Lot 3725/097 and construction of the northern approximately 4,800 square feet of Mary Court East.
- Construction and installation of the following streetscape improvements:
 - New curb and striping on Mission Street for a passenger loading zone and two commercial metered parking spaces, and on Minna Street, removal of six parking spaces and replacement with two commercial metered spaces adjacent to the building.
 - Conversion of Mary Street between Mission and Minna Streets to a pedestrian-only alley, the North Mary Pedestrian Alley, closed to vehicular

⁶ Construction of this open space may be carried out together with separate renovations of Building M-1 (Chronicle) described in Item 4 below, if those proceed prior to construction of Building N-1.

⁷ Overall, Mary Court East is an 11,500 square-foot open space that will be constructed in stages with Building N-1 and Building M-2.

⁸ As more particularly described in Planning Commission Motion No.[--], dated July __, 2015, and any Subsequent Approvals.

and bicycle traffic, and construction associated improvements to the sidewalks and roadway;

- An up to 1,600 square-foot pedestrian improvement adjacent to Building M-2 along North Mary Alley;
- Streetscape improvements on the sidewalks adjacent to the Mission Street building frontage, and streetscape improvements to Minna and Mary Street sidewalks adjacent to Mary Court East constructed with Building M-2.

4. Building M-1⁹

- Renovation of an existing 179,200 square-foot office building located at 901-925 Mission Street (Assessor's Block/Lot 3725/093, commonly referred to as the San Francisco Chronicle Building), as follows:
 - Conversion of up to 40,000 square feet of storage within the building basement to office use;
 - Exterior and interior renovations to accommodate changes to mechanical, electrical and plumbing systems and building circulation necessitated by the demolition of a portion of the existing two-story above-ground connector between Building M-1 and the San Francisco Examiner Building (Block/Lot 3725/097);
 - Exterior and interior renovations to create additional ground floor building ingress/egress on the secondary Minna and/or Mary Street building façades;
- Building M-1 would remain three stories and 50 feet tall, and would include three floors, two first-floor mezzanines and a basement comprising up to: 170,700 gsf of office space, 1,100 gsf of ground floor retail use and 3,400 gsf of lobby/core space.
- Construction and installation of the following streetscape improvements:
 - Widening of the Fifth Street sidewalk from 10 feet to 18 feet (with an 60-foot inset for on-street loading) between Minna and Mission Street, and related sidewalk improvements;
 - Sidewalk improvements to the adjacent Mission and Minna Street frontages.

5. Examiner Building¹⁰

- Renovation and partial demolition of an existing 92,100 square-foot office building located at 110 Fifth Street, Assessor's Block 3725 Lot 097 (commonly referred to as the San Francisco Examiner Building) including an approximately 14,800 square-foot above-ground connector over Minna Street between the Examiner Building and Building M-1, as follows:

⁹ As more particularly described in Planning Commission Motion No.[--], dated July__, 2015, and any Subsequent Approvals.

¹⁰ As more particularly described in Planning Commission Motion No.[--], dated July__, 2015, and any Subsequent Approvals.

- Demolition of the eastern approximately two-thirds of the existing building and connector;
 - Exterior and interior renovations to the remaining, post-demolition building, including mechanical, electrical and plumbing systems and building circulation;
 - Conversion of up to 9,600 square feet of storage within the building basement to retail use.
- After demolition and renovation, the Examiner Building would remain three stories and 50 feet tall, and would be a 34,900 gsf building composed of up to: 21,800 gsf of office use above the ground floor (including 7,000 gsf of office use within the remaining above-ground connector), 11,800 gsf of active ground floor and basement retail space, and 1,300 gsf of lobby/core space.
 - Construction and installation of streetscape improvements to the sidewalk on the Minna Street frontage of the Examiner Building.
6. Camelline Building (430 Natoma Street, Assessor's Block/Lot 3725/042).
- Retention of the existing building for continued use as a 9,600 square foot office building.
7. Dempster Printing Building (447 Minna Street, Assessor's Block/Lot 3725/076).
- Retention of the existing building with exterior and interior structural rehabilitation and interior renovation for continued use as a 12,000 square-foot office building.

KEY

- ||||| Retail/lobby frontages
- (A) Publicly accessible open space
- (B) Publicly accessible open space (Chronicle rooftop, above ground)
- ▨ Private open space (N1 and H1 terraces, above ground)
- (D) Pedestrian enhancement
- (E) North Mary pedestrian-only alley
- (P) Private Vehicular parking
- (R) Residential building
- (C) Commercial building

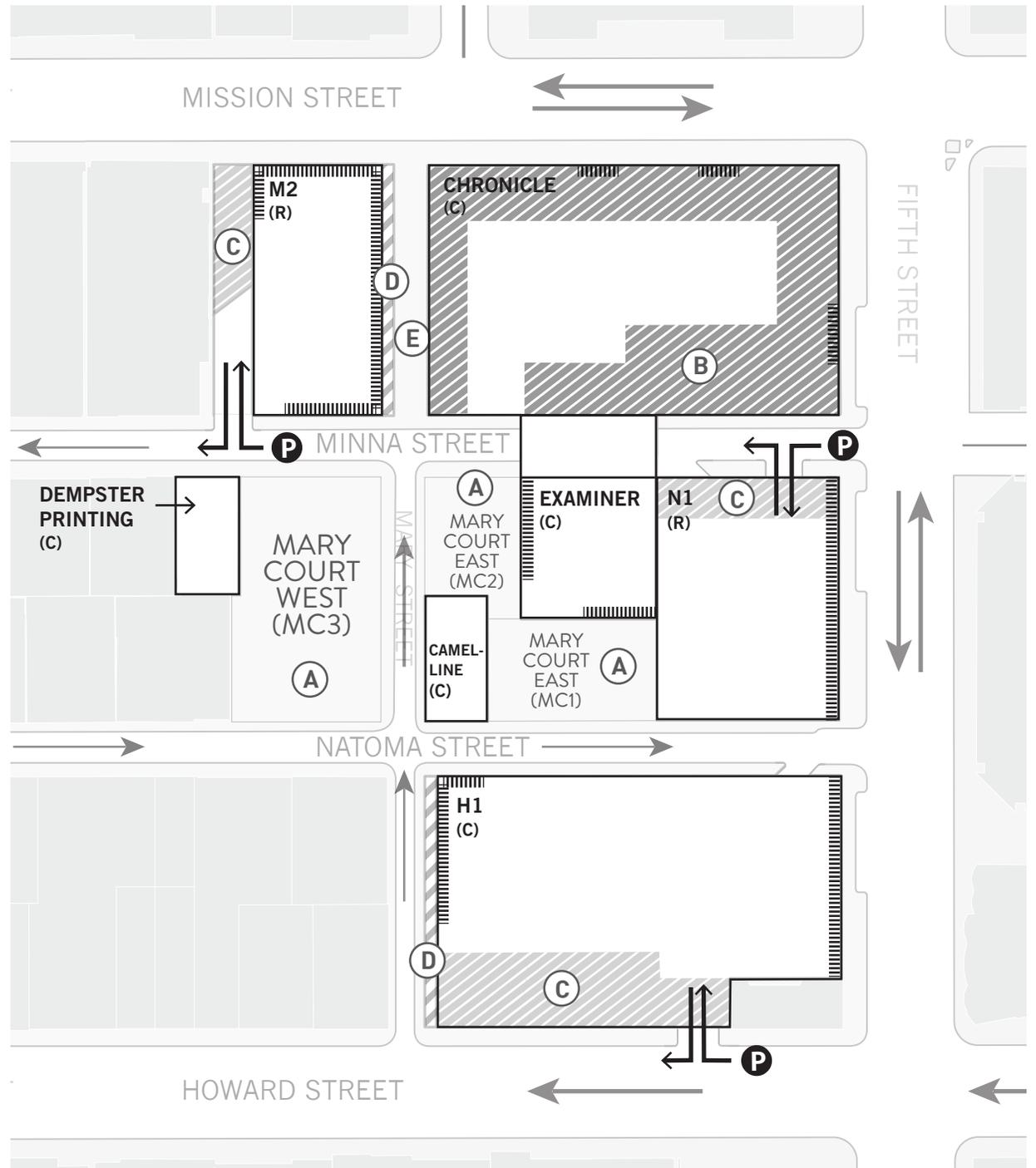


EXHIBIT C
Youth Development Program

Exhibit C**Youth Development Program**

Developer shall make contributions to support youth development in the total amount of \$3,500,000 (Three Million Five Hundred Thousand Dollars) (the "**Youth Development Funds**"). Of this amount, (1) \$1,000,000 (One Million Dollars) shall be paid to the City's Department of Children, Youth and Families ("**DCYF**"), (2) \$1,500,000 (One Million Five Hundred Thousand Dollars) shall be paid to MOHCD, and (3) 1,000,000 (One Million Dollars) shall be paid to the City's Department of Parks and Recreation ("**RecPark**").¹ The Youth Development Funds shall be paid to DCYF, MOHCD and RecPark, respectively, in the amounts and on or before the dates specified in Exhibit D and allocated as set forth in this Exhibit.

1. DCYF Funding. DCYF shall allocate approximately one-third of the DCYF funds to each of use categories set forth subsections (a)-(c) below, with each category receiving approximately one-third of each of the three payments specified in Exhibit D.

(a) SoMa Summer and After School Youth Programming. DCYF shall allocate funds to support after school youth programming during the summer and after school, including educational and social activities. The funds will be allocated through a competitive process, or as otherwise determined by DCYF, and shall be distributed to South of Market (SoMa)-based youth serving organizations that have a minimum of five (5) years of experience in serving youth in SoMa, including after school programs at Bessie Carmichael and summer programs that target both academic enrichment and augment the recreational activities offered to youth in the neighborhood. Recipient organizations should also have experience leading and facilitating events and have a history of creating partnerships with local community-based organizations in SoMa as a way to augment offerings and programs to benefit local youths. Potential community-based organizations that would be qualified for such funds include but are not limited to United Playaz, West Bay, and Filipino American Development Foundation/Galing Bata.

¹ Any capitalized term used in this Exhibit C that is not defined herein shall have the meaning given to such term in this Agreement.

(b) Bessie Carmichael Student Achievement. DCYF shall allocate funds to support student achievement at Bessie Carmichael. The funds will be distributed to the San Francisco Education Fund, a 501(c)(3) non-profit organization. The purpose of this funding is to facilitate progress with student achievement and improvement plans and implement strategies in partnership with nonprofits to support increased literacy, math proficiency, and college and career readiness.

(c) Bessie Carmichael Principal's Discretionary Fund. DCYF shall allocate funds to the Bessie Carmichael Principal's Discretionary Fund to be distributed to the San Francisco Unified School District for allocation to, and be used for programs at Bessie Carmichael School. The purpose of this funding is to support critical programs at the school, such as the Science Technology Arts and Math Initiative which provides aligned teacher training and professional development.

(d) DCYF Discretion. If the DCYF Director determines that any entity designated above is no longer operating a program that is qualified to deliver the specified services, then the DCYF Director shall have the right to substitute an alternative SoMa-based organization to receive the funds, provided DCYF shall continue to allocate the funding generally for the purposes described above.

2. MOHCD Funding.

(a) Non-Profit Capital Funds. The MOHCD funds shall be paid in the amount and at the time set forth in Exhibit D, and distributed by MOHCD to Northern California Community Loan Fund either as a lump sum or in installments to be used for capital improvements, organizational expansion and/or building acquisition within the SoMa impact area identified in Attachment 1 so as to provide facilities for youth and family organization or organizations, and which facilities may also serve as a site for civic gatherings and neighborhood programming. Consideration will be given to organizations with a demonstrated track record of providing financial expertise, supplying grants and technical assistance to non-profit arts and cultural institutions in SoMa (including those that target high risk and/or disadvantaged populations) that are seeking to acquire permanently affordable program and office space.

3. RecPark Funding.

(a) Gene Friend Recreation Center. Developer shall pay the RecPark funds to RecPark at the times provided in Exhibit D. RecPark will enter into a grant or other agreement with the Trust for Public Lands (“TFPL”) to use these funds to support renovations and upgrades to the Gene Friend Recreation Center and the adjacent outdoor play area located at 270 Sixth Street, as more particularly described in the capital campaign materials developed by TFPL, as fiscal agent for the Gene Friend Capital Campaign.

(b) RecPark Discretion. If the RecPark General Manager determines that any entity designated above is no longer operating a program that the RecPark General Manager reasonably determines is qualified to deliver the specified services, then the RecPark General Manager shall have the right to substitute an alternative organization in the SoMa area to receive the funds, provided RecPark shall continue to allocate the funding generally for the purposes described above.

4. Accounting.

Developer shall have no right to challenge the appropriateness of or the amount of any expenditure, so long as it is used in good faith in accordance with the provisions of this Youth Development Program. The Youth Development Funds may be commingled with other funds of the City for purposes of investment and safekeeping, but the City shall maintain records as part of the City's accounting system to account for all the expenditures for a period of four (4) years following the date of the expenditure, and make such records available to Developer upon request. The failure of any recipient to use funds as required by this Exhibit C shall not be a City or Developer breach of the Agreement. The City shall have no obligation to make any payment or provide any funds except for what it has received from the Developer as set forth in this Exhibit C, and Developer shall have no obligation to make any payment or provide any funds except as set forth in this Exhibit C.

5. Board Authorization

By approving the Agreement, the Board of Supervisors authorizes the City to accept and expend the Youth Development Funds paid by the Developer as set forth in this Exhibit C. The Board of Supervisors also agrees that any interest earned on any Youth Development Funds held

by the City shall remain in designated accounts for youth development purposes consistent with this Exhibit C and shall not be transferred to the City's general fund.



EXHIBIT D
Community Benefits Schedule

Exhibit D¹

Community Benefit Schedule

The Developer shall make the 5M Community Benefit Fee and applicable Impact Fee and Exaction payments in the amounts provided for each Building² listed on Schedule 1 determined, as applicable, on the actual square footage of the proposed Building at the time of issuance of the first construction document, provided, however, that where noted certain specified portions shall be paid in advance at the time the Approvals are Finally Granted.

The amounts payable as shown on Schedule 1, when tied to the square footage of a Building, are estimates based upon the anticipated square footage of that Building. The actual amount payable by Developer under the applicable provision of the San Francisco Planning and Administrative Codes or this Agreement will be calculated in accordance with Planning Code and Administrative Code, as applicable, at the time of issuance of the relevant construction document. The uses of the Impact Fees and Exactions and Community Benefit Fee are described in the Exhibits to this Agreement and in Schedule 1.

While the Impacts Fees and Exactions will equal the applicable amounts required under the Planning and Administrative Codes, this Exhibit D reflects that the specified fees will be used by the City and allocated under this Agreement in a manner designed to first advance funds

¹ Any capitalized term used in this Exhibit not defined herein shall have the meaning given in this Agreement.

² "Building" as is shown on the Project Description, Exhibit B to this Agreement

and the contribution of land for affordable housing, and thereafter to fund transit and transportation but without reducing the overall amount to be used for transit and transportation.

The parties currently anticipate that the H-1 Building will start construction before the N-1 Building. If the N-1 Building starts construction before the H-1 Building, the Planning Director may, in consultation with the City's Controller, use the N-1 Building funds to first accomplish the uses specified in Schedule 1 for the H-1 Building, including the payment for the Eddy & Taylor Street project. Upon any such adjustment in the use of funds from the N-1 Building, a corresponding change will be made in the use of funds for the H-1 Building so that the overall community benefit funding remains the same.

In addition, in light of the fact that the payment amounts shown on Schedule 1 are estimates, the Planning Director, in consultation with the City Controller, may adjust dollar amounts in the line items for the use of funds as may be needed in order to achieve the overall community benefits reflected in this Agreement by increasing or decreasing any line item amount by up to 10%. For any increase or decrease of more than 10%, the Planning Director must get the prior approval of the Planning Commission.

IMPACT FEES & EXACTIONS AND 5M COMMUNITY BENEFIT FEES PER BUILDING*	Approvals Finally Granted	H1 Building	M2 Building	N1 Building	Examiner Building	M1 Chronicle Building	TOTAL FEES
IMPACT FEES & EXACTIONS							
Transit (TIDF)		\$ 8,025,275	\$ 99,212	\$ 69,058	\$ 172,162	\$ 517,351	\$ 8,883,058
Jobs Housing Linkage Fee (JHL)		\$ 13,801,013	\$ 152,456	\$ 103,132	\$ 264,556	\$ 896,319	\$ 15,217,476
Affordable Housing In-Lieu Fee				\$ 27,290,432			\$ 27,290,432
Art Fee	\$ 150,000	\$ 1,926,301	\$ 1,140,101	\$ 2,224,732			\$ 5,441,134
Downtown Open Space Fee		\$ 1,436,859				\$ 90,639	\$ 1,527,498
Childcare Fee		\$ 715,473				\$ 45,133	\$ 760,606
Schools Fee		\$ 231,741	\$ 731,796	\$ 1,660,811	\$ 2,867	\$ 14,510	\$ 2,641,726
TOTAL BASE FEES	\$ 150,000	\$ 26,136,662	\$ 2,123,565	\$ 31,348,165	\$ 439,585	\$ 1,563,952	\$ 61,761,930
5M COMMUNITY BENEFIT FEES	\$ 350,000	\$ 4,587,355	\$ 2,094,180	\$ 4,763,675			\$ 11,795,210
TOTAL IMPACT FEES & EXACTIONS AND 5M COMMUNITY BENEFIT FEES	\$ 500,000	\$ 30,724,017	\$ 4,217,745	\$ 36,111,840	\$ 439,585	\$ 1,563,952	\$ 73,557,140
IMPACT FEES & EXACTIONS AND 5M COMMUNITY BENEFIT FEES ALLOCATED PER BUILDING							
IMPACT FEES & EXACTIONS							
<i>In Accordance with Exhibit E, Affordable Housing Funding & Transit Fees</i>							
Transit (TIDF)			\$ 99,212	\$ 8,094,333	\$ 172,162	\$ 517,351	\$ 8,883,058
Eddy & Taylor		\$ 18,000,000					\$ 18,000,000
Senior Housing Parcel		\$ 3,826,288	\$ 152,456	\$ 19,368,289	\$ 264,556	\$ 896,319	\$ 24,507,909
		<i>Credit for Land</i>	\$ (3,500,000)				
		<i>Predev Payment for Senior Parcel</i>	\$ 326,288				
1% Arts Fee Allocation							
In Accordance with Exhibit H, Public Arts Fee	\$ 150,000	\$ 1,926,301	\$ 1,140,101	\$ 2,224,732			\$ 5,441,134
		<i>Arts Capital Funds</i>	\$ 150,000	\$ 1,926,301	\$ 1,140,101	\$ 48,278	
		<i>Arts Programming Funds</i>			\$ 2,176,454		
Additional Impact Fees & Exactions							
Downtown Open Space Fee		\$ 1,436,859				\$ 90,639	\$ 1,527,498
Childcare Fee		\$ 715,473				\$ 45,133	\$ 760,606
Schools Fee		\$ 231,741	\$ 731,796	\$ 1,660,811	\$ 2,867	\$ 14,510	\$ 2,641,726
TOTAL IMPACT FEES & EXACTIONS	\$ 150,000	\$ 26,136,662	\$ 2,123,565	\$ 31,348,165	\$ 439,585	\$ 1,563,952	\$ 61,761,931
5M COMMUNITY BENEFIT FEES							
In Accordance with Exhibit C, Youth Development Program		\$ 2,500,000	\$ 930,230	\$ 69,770			\$ 3,500,000
		<i>DCYF Funding for SOMA Youth Programming</i>	\$ 500,000	\$ 430,230	\$ 69,770		
		<i>MOHCD for Non-Profit Capital Funds</i>	\$ 1,000,000	\$ 500,000			
		<i>Rec Park Funding for Gene Friend Recreation Center</i>	\$ 1,000,000				
In Accordance with Exhibit H, Non-Profit Arts Facilities Funds			\$ 600,000				\$ 600,000
In Accordance with Exhibit F, Workforce Agreement		\$ 937,355	\$ 563,950				\$ 1,500,000
		<i>Barrier Removal Funds</i>	\$ 250,000				
		<i>Job Seeking Resources for Disadvantaged Adults</i>	\$ 250,000				
		<i>Internships, Training and Certification Programs</i>	\$ 437,355	\$ 563,950			
The Old Mint Improvements	\$ 350,000	\$ 650,000					\$ 1,000,000
In Accordance with Exhibit G, Transportation Program (TSP)		\$ 500,000		\$ 2,900,000			\$ 3,400,000
In Accordance with Exhibit E, Senior Housing Gap Funding				\$ 1,793,905			\$ 1,793,905
TOTAL 5M COMMUNITY BENEFIT FEE	\$ 350,000	\$ 4,587,355	\$ 2,094,180	\$ 4,763,675			\$ 11,795,210
TOTAL ALLOCATION OF IMPACT FEES & EXACTIONS AND 5M COMMUNITY BENEFIT FEES	\$ 500,000	\$ 30,724,017	\$ 4,217,745	\$ 36,111,840	\$ 439,585	\$ 1,563,952	\$ 73,557,140

* Buildings are as defined in the Project Description.

EXHIBIT E
Affordable Housing Program

Exhibit E

5M Affordable Housing Program

All initially capitalized terms shall have the meaning given in Section 1 (Definitions) of the Agreement, unless separately defined in this Exhibit E.

A. 5M Affordable Housing.

The 5M Affordable Housing Program consists of following components:

1) Impact Fees and Exactions and 5M Community Benefit Fee. The Impact Fees and Exactions and the 5M Community Benefit Fee for the H-1 and N-1 Buildings shall be allocated to and used for affordable housing as provided in the Community Benefit Schedule attached to this Agreement as Exhibit D (collectively, as allocated, the “**Affordable Housing Fees**”). All Affordable Housing Fees shall be dedicated to affordable houses uses in the area described on Schedule 1 to this Exhibit E as the “**Housing Impact Area**”.

2) M-2 Rental Building. Twenty percent (20%) of the units located in the M-2 Building shall be permanently restricted, for the life of the M-2 Building, for occupancy by very low income tenants meeting the applicable income eligibility and rent requirements set forth in Sections 42(g)(1) and 142(d)(1) of the Internal Revenue Code and California Health and Safety Code Section 52080, *et. seq.*

3) Transfer Parcel. Developer shall transfer the Transfer Parcel to the City, acting through MOHCD, in accordance with the Transfer Agreement attached as Schedule 2 to this Exhibit E. The City shall use the Transfer Parcel to develop affordable housing; provided if the City decides after acceptance that it cannot develop affordable housing on the Transfer Parcel, the City may sell the Transfer Parcel and use the net sales proceeds for affordable housing in the Housing Impact Area. If the City does not accept the Transfer Parcel following the City’s due diligence for any reason, then Developer shall pay to the City Three Million Five Hundred Thousand Dollars (\$3,500,000) (the “**Backup Payment**”) as set forth in the Transfer Agreement. The City shall use the

Backup Payment for affordable housing in the Housing Impact Area and no other purpose.

B. Total Affordable Housing Anticipated to Equal to 33% of Market Rate Housing.

With the Affordable Housing Fees, the Transfer Parcel and the M-2 Building on-site housing so dedicated as set forth above, the funds and property allocated to affordable housing generated by the Project is anticipated to equal 33% of the market rate housing for the Project; all provided in the Housing Impact Area.

C. Housing Fees and Program Administered by MOHCD.

In order to effectuate the foregoing, all of the Affordable Housing Fees shall be dedicated to an affordable housing fund administered by MOHCD and used for predevelopment and development expenses and administrative costs associated with the acquisition, construction, and rehabilitation of permanently affordable housing units in the Housing Impact Area. If the City uses other funds, in advance of the City's receipt of the Affordable Housing Fees, to pay for any of the work contemplated by this Exhibit E, then the City may reimburse itself for such payments upon receipt of the Affordable Housing Fees and such reimbursement shall satisfy the requirement to use the Affordable Housing Fees in the Housing Impact Area. The City intends to provide financing for the construction of the City-approved affordable housing project at 168-186 Eddy Street (which is anticipated to generate 71 Project-generated units out of the anticipated 103 units to be constructed at this site). Thereafter, all Affordable Housing Fees shall be used as MOHCD shall determine, in its sole discretion, in any manner so long as consistent with this Agreement and used for affordable housing within the Housing Impact Area. If MOHCD determines that any of the Affordable Housing Fees cannot be used for a specific project as described in this Agreement, MOHCD shall use such funds for another affordable housing project in the Housing Impact Area.

D. Accounting.

Developer shall have no right to challenge the appropriateness of or the amount of any expenditure, so long as it is used in accordance with the provisions of this 5M Affordable Housing Program. The Affordable Housing Fees may be commingled with other funds of the

City for purposes of investment and safekeeping, but the City shall maintain records as part of the City's accounting system to account for all the expenditures for a period of four (4) years following the date of the expenditure, and make such records available to Developer upon request.

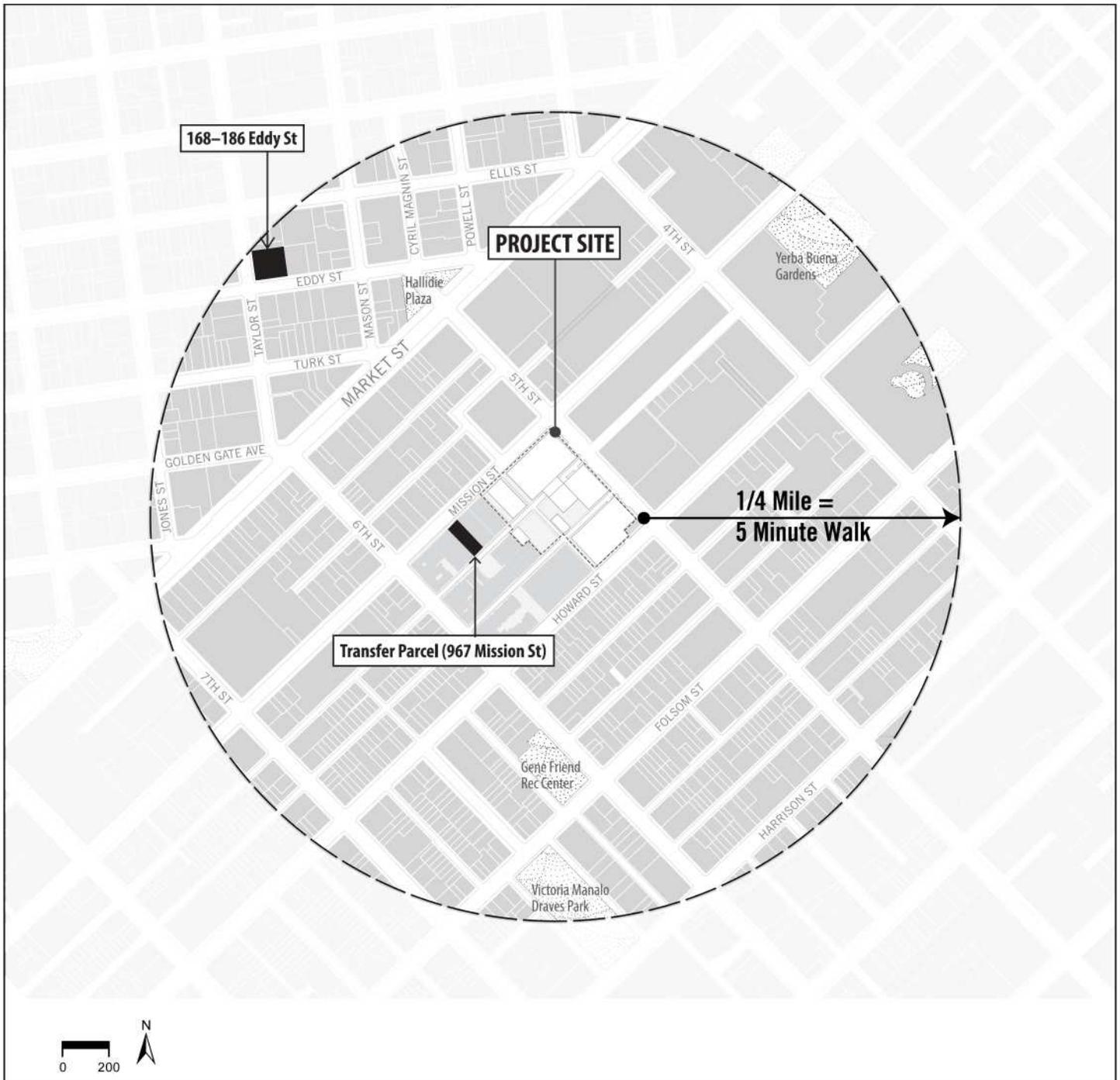
E. Board Authorization.

By approving the Agreement, the Board of Supervisors authorizes the City (including MOHCD, the Director of Property and the Controller) to: (1) accept and expend the Affordable Housing Fees paid by the Developer as set forth in this Exhibit E, and to take such actions as may be reasonably necessary to create the proposed affordable housing units as described in this Exhibit E; and (2) to accept the Transfer Parcel and utilize the Transfer Parcel, or alternatively to accept the Transfer Parcel Payment and use it for affordable housing within the Housing Impact Area, each as provided in the Schedule 2. As to M-2 Building, the Board of Supervisors also: (1) authorizes and encourages MOHCD to use good faith reasonable efforts to assist, in a timely manner, Developer in connection with any and all applications relating to the Available Funding Sources to the California Tax Credit Allocation Committee, and the California Debt Limit Allocation Committee ("CDLAC"), and the issuance of any tax-exempt bond financing awarded by CDLAC with respect to any multifamily rental housing, and 2) authorizes City staff and agrees, subject to applicable Board approvals and the receipt of CDLAC allocation, to use good faith reasonable efforts to assist with the issuance of multifamily housing revenue bonds, or alternatively, to allow for an alternative bond issuer to do so. Subject to necessary Board of Supervisor approvals, the City intends to be the issuer of the bonds needed for the M-2 Rental Building.

The City also agrees that any interest earned on any the Affordable Housing Fees shall remain in designated accounts for use by MOHCD for affordable housing consistent with this Exhibit E and shall not be transferred to the City's general fund.

Notwithstanding the foregoing, nothing herein shall prevent or limit the absolute discretion of the City to conduct environmental review in connection with any future proposal for development on the Transfer Parcel or any other site within the Housing Impact Areas, to make any modifications or select feasible alternatives to such future proposals as may be deemed

necessary to conform to any applicable Laws, including without limitation, CEQA, balance benefits against unavoidable significant impacts before taking final action, or determine not to proceed with such future proposals and to obtain any applicable permits or other authorization for uses on the Transfer Parcel or any other site within the Housing Impact Area.



Schedule 2

Form of Transfer Agreement

TRANSFER AGREEMENT

BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND

5M PROJECT, LLC, a Delaware limited liability company

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AGREEMENT
FOR TRANSFER OF REAL ESTATE

This Agreement for Transfer of Real Estate (the "Agreement") is effective as of _____, _____, [the effective date of the Development Agreement] (the "Effective Date"), by and between 5M Project, LLC, a Delaware limited liability company (the "Owner") and the City and County of San Francisco, a municipal corporation ("CCSF"), with reference to the following facts, understandings and intentions of the parties:

RECITALS

A. CCSF and Owner are concurrently entering into that certain Development Agreement dated as of the Effective Date (the "Development Agreement"). The Development Agreement provides for the redevelopment of the approximately 4-acre property located off-of or between Mission, Fifth and Howard Streets (the "Project Site").

B. The Development Agreement, and in particular the Affordable Housing Program attached as Exhibit E to the Development Agreement ("Affordable Housing Program"), require that Developer convey or cause certain real property located near the Project Site, at 967 Mission Street, San Francisco, and as more particularly described in Exhibit A hereto (the "Property"), to be conveyed to CCSF for such purpose or purposes as CCSF may, in its discretion determine in a manner consistent with the Affordable Housing Program, including to either be developed by CCSF, or its assignee or transferee, for affordable housing purposes, or for the purpose of funding or assisting in funding development of affordable housing.

C. The Property is currently used as a surface parking lot serving buildings on the Project Site and as an advertising venue with an active illuminated billboard.

D. Subject to the satisfaction of the conditions precedent in this Agreement, CCSF and the Owner desire to provide for the conveyance of the Property to CCSF as set forth in this Agreement to satisfy the requirements of the Affordable Housing Program.

THEREFORE, CCSF and the Owner agree as follows:

ARTICLE 1.
DEFINITIONS AND EXHIBITS

Section 1.1 Definitions.

In addition to the terms defined elsewhere in this Agreement, the following definitions shall apply throughout this Agreement. Any capitalized term used this in this Agreement that is not defined herein shall have the meaning given to such term in the Development Agreement.

- (a) "Affordable Housing Program" is defined in Recital B, as it may be amended from time to time.
- (b) "Approvals" as defined in the Development Agreement.
- (c) "Close of Escrow" means the date the Grant Deed is recorded in the Official Records.
- (d) "Development Agreement" is defined in Recital A.
- (e) "Finally Granted" as defined in the Development Agreement.
- (f) "Grant Deed" means the grant deed by which the Owner conveys the Property to CCSF in the form attached hereto.
- (g) "Hazardous Materials" means:
 - (1) any "hazardous substance" as defined in Section 101(14) of CERCLA (42 U.S.C. Section 9601(14)) or Section 25281(d) or 25316 of the California Health and Safety Code as amended from time to time;
 - (2) any "hazardous waste," "infectious waste" or "hazardous material" as defined in Section 25117, 25117.5 or 25501(j) of the California Health and Safety Code as amended from time to time;
 - (3) any other waste, substance or material designated or regulated in any way as "toxic" or "hazardous" in the RCRA (42 U.S.C. Section 6901 et seq.), CERCLA (42 U.S.C. Section 9601 et seq., Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), Safe Drinking Water Act (42 U.S.C. Section 300(f) et seq.), Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.), Clear Air Act (42 U.S.C. Section 7401 et seq.), California Health and Safety Code (Section 25100 et seq., Section 39000 et seq.), or California Water Code (Section 13000 et seq.) as amended from time to time; and
 - (4) any additional wastes, substances or materials which at such time are classified, considered or regulated as hazardous or toxic under any other present or future environmental or other similar laws relating to the Property.

The term "Hazardous Materials" shall not include: (i) construction materials, gardening materials, household products, office supply products or janitorial supply products customarily used in the construction or maintenance, of residential developments, or typically used in office or residential activities, or (ii) certain substances which may contain chemicals listed by the State of California pursuant to California Health and Safety Code Sections 25249.8 et seq., which substances are commonly used by a significant portion of the population living within the region of the Property, including, but not limited to, alcoholic beverages, aspirin, tobacco products, NutraSweet and saccharine.

(h) "Hazardous Materials Laws" means all federal, state, and local laws, ordinances, regulations, orders and directives pertaining to Hazardous Materials in, on or under the Property or any portion thereof.

(i) "Property" is defined in Recital B above.

(j) "Title Company" means Chicago Title Company, or such other title company as the parties may mutually select.

(k) "Title Report" means that certain title report dated March 5, 2015, issued by the Title Company for the Property.

Section 1.2 Exhibits.

The following exhibits are attached to and incorporated in the Agreement:

Exhibit A: Legal Description of the Property

Exhibit B: Form of Grant Deed

ARTICLE 2.
CONVEYANCE OF PROPERTY

Section 2.1 Conveyance.

Owner shall convey title to the Property to CCSF pursuant to the terms, covenants, and conditions of this Agreement at no cost to CCSF. The Property shall include all rights, privileges, and easements incidental or appurtenant to the land, and all mineral, oil, and gas rights, development rights, air rights, water, water rights, riparian rights and water stock relating to the land. There shall be no contracts, leases, or occupancy rights relating to the Property at the time of conveyance.

Section 2.2 Opening Escrow.

To accomplish the conveyance of the Property from the Owner to CCSF, the parties shall establish an escrow with the Title Company. The parties shall execute and deliver written instructions to the Title Company to accomplish the conveyance, which instructions shall be consistent with this Agreement.

Section 2.3 Close of Escrow.

The Close of Escrow shall occur on the later of (a) the date that the first building permit is issued for either of Blocks N1 or H1, as described in the Project Description and Site Plan for the Project Site, Exhibit B to the Development Agreement, and (b) the satisfaction or waiver of the Owner's Closing Conditions and the CCSF's Closing Conditions.

Section 2.4 Closing Documentation.

The Owner shall submit the following documents into escrow, duly executed by the Owner: (1) the Grant Deed; (2) an affidavit under Section 1445(b)(2) of the Federal Tax Code confirming that the Owner is not a "foreign person" within the meaning of the Federal Tax Code; (3) a California Franchise Tax Board Form 590 certifying that the Owner is a California resident; (4) such resolutions, authorizations, or other partnership documents or agreements relating to the Owner as the Title Company may reasonably require to close escrow and issue title insurance; and (5) a closing statement in form and content satisfactory to the Owner and CCSF. CCSF shall submit the following documents into escrow, duly executed by CCSF: (1) the Grant Deed, accepted by CCSF; (2) such resolutions, authorizations, or other documents or agreements relating to CCSF as the Title Company may reasonably require to close escrow and issue title insurance; and (3) a closing statement in form and content satisfactory to the Owner and CCSF.

Section 2.5 Owner Closing Conditions.

The following conditions for the benefit of the Owner ("Owner's Closing Conditions") shall be satisfied or waived by Owner prior to or concurrently with the Close of Escrow:

- (a) The Approvals shall be Finally Granted.
- (b) CCSF shall have executed and delivered into escrow the acceptance of the Grant Deed and the other documents required to close escrow in accordance with this Agreement.
- (c) There shall exist no condition, event or act which would constitute a breach or default by CCSF, or which, upon the giving of notice or the passage of time, or both, would constitute such a breach or default, under this Agreement.
- (d) There shall be no pending litigation or other governmental agency proceeding against Owner, CCSF or the Property concerning this Agreement.
- (e) CCSF shall have performed all of its obligations under this Agreement, and any CCSF representations and warranties in this Agreement shall be true and correct.

Section 2.6 CCSF Closing Conditions.

The following conditions for the benefit of CCSF ("CCSF's Closing Conditions") shall be satisfied or waived by CCSF prior to or concurrently with the Close of Escrow:

- (a) There shall exist no condition, event or act which would constitute a breach or default by the Owner, or which, upon the giving of notice or the passage of time, or both, would constitute such a breach or default, under this Agreement.
- (b) The Owner shall have executed and delivered into Escrow the Grant Deed and the other documents and funds required to close Escrow in accordance with this Agreement.

(c) Title Company shall be unconditionally prepared and committed to issue a Title Policy insuring fee title to the Property vested in CCSF, subject to the exceptions described in Section 2.7, and in such form as CCSF shall require, upon receipt of payment of the standard premiums paid therefor.

(d) There shall be no pending litigation or other governmental agency proceeding against Owner or CCSF concerning the Property or this Agreement. Any defense of such litigation shall be provided as set forth in the Development Agreement.

(e) The Owner shall have performed all of its obligations under this Agreement and any Owner representations and warranties in this Agreement shall be true and correct.

(f) CCSF shall have approved the physical, legal and environmental condition of the Property, and have determined that the Property is suitable for the development of housing.

(g) The Owner shall have terminated any existing contracts, leases or licenses relating to Property, including contracts with respect to the illuminated billboard on the Property, and removed, or caused to be removed, the billboard from the Property. The Owner shall have removed any cars, vehicles or movable equipment on the Property.

(h) CCSF shall have performed any required environmental review, as set forth in Section 6.19.

Section 2.7 Condition of Title.

Upon the Close of Escrow, CCSF shall have insurable title to the Property which shall be free and clear of all liens, encumbrances, clouds and conditions, rights of occupancy or possession, except:

- (a) applicable building and zoning laws and regulations;
- (b) the Grant Deed;
- (c) any lien for current taxes and assessments or taxes and assessments accruing subsequent to recordation of the Grant Deed; and
- (d) any other exceptions listed in the Title Report.

Section 2.8 Condition of Property.

(a) **"AS IS" PURCHASE. BY CLOSING, CCSF SHALL BE DEEMED TO HAVE APPROVED THE PHYSICAL CONDITION OF THE PROPERTY. CCSF SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE OWNER IS SELLING AND CCSF IS ACQUIRING THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT CCSF IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS (EXCEPT AS EXPRESSLY**

SET FORTH IN THIS AGREEMENT) OR IMPLIED, FROM THE OWNER OR ANY REPRESENTATIVE, AGENT OR EMPLOYEE OF OWNER, AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION: (A) THE QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, TOPOGRAPHY, CLIMATE, AIR, WATER RIGHTS, WATER, GAS, ELECTRICITY, UTILITY SERVICES, GRADING, DRAINAGE, SEWERS, ACCESS TO PUBLIC ROADS AND RELATED CONDITIONS); (B) THE QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF SOILS, GEOLOGY AND GROUNDWATER, (C) THE EXISTENCE, QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY, (D) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, AND THE PROPERTY'S USE, HABITABILITY, MERCHANTABILITY, OR FITNESS, SUITABILITY, VALUE OR ADEQUACY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE, (E) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS ON THE USE OF THE PROPERTY, (F) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS AND RESTRICTIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY OR OF ANY OTHER PERSON OR ENTITY, (G) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT THE PROPERTY OR THE ADJOINING OR NEIGHBORING PROPERTY, AND (H) THE CONDITION OF TITLE TO THE PROPERTY. CCSF AFFIRMS THAT CCSF HAS NOT RELIED ON THE SKILL OR JUDGMENT OF THE OWNER OR ANY OF ITS RESPECTIVE AGENTS, EMPLOYEES OR CONTRACTORS TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT THE OWNER MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE. EXPRESS FOR RELIANCE ON THE EXPRESS REPRESENTATIONS MADE BY THE OWNER IN THIS AGREEMENT, CCSF ACKNOWLEDGES THAT IT SHALL USE ITS INDEPENDENT JUDGMENT AND MAKE ITS OWN DETERMINATION AS TO THE SCOPE AND BREADTH OF ITS DUE DILIGENCE INVESTIGATION WHICH IT SHALL MAKE RELATIVE TO THE PROPERTY AND SHALL RELY UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC AND LEGAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, WHETHER THE PROPERTY IS LOCATED IN ANY AREA WHICH IS DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE OR LOCAL AGENCY). CCSF UNDERTAKES AND ASSUMES ALL RISKS ASSOCIATED WITH ALL MATTERS PERTAINING TO THE PROPERTY'S LOCATION IN ANY AREA DESIGNATED AS A SPECIAL FLOOD HAZARD AREA, DAM FAILURE INUNDATION AREA, EARTHQUAKE FAULT ZONE, SEISMIC HAZARD ZONE, HIGH FIRE SEVERITY AREA OR WILDLAND FIRE AREA, BY ANY FEDERAL, STATE OR LOCAL AGENCY.

(b) Acknowledgment. CCSF acknowledges and agrees that: (i) to the extent required to be operative, the disclaimers of warranties contained in this Section 2.8 are

"conspicuous" disclaimers for purposes of all applicable laws and other legal requirements; and (ii) the disclaimers and other agreements set forth in such sections are an integral part of this Agreement and that the Owner would not have agreed to convey the Property to CCSF without the disclaimers and other agreements set forth in this Section 2.8. The Owner is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property furnished by any contractor, agent, employee, servant or other person (other than the Owner). CCSF has fully reviewed the disclaimers and waivers set forth in this Agreement with counsel and understands the significance and effect thereof.

(c) CCSF's Release of the Owner. CCSF, on behalf of itself and anyone claiming by, through or under CCSF, hereby waives its right to recover from and fully and irrevocably releases the Owner and its members, partners, employees, officers, directors, representatives, agents, related and affiliated entities, successors and assigns (the "Released Parties") from any and all claims, responsibility and/or liability that CCSF may have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to: (i) the condition (including any construction defects, errors, omissions or other conditions, latent or otherwise), valuation, salability or utility of the Property, or its suitability for any purpose whatsoever; (ii) any presence of Hazardous Materials; and (iii) any information furnished by the Released Parties under or in connection with this Agreement; provided the foregoing release does not apply to a breach of any representation or warranty by the Owner under this Agreement, subject to the survival period set forth in Section 6.12.

(d) Scope of Release. In connection with the release in Section 2.8(c), CCSF expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

BY PLACING ITS INITIALS BELOW, CCSF SPECIFICALLY ACKNOWLEDGES AND CONFIRMS THE VALIDITY OF THE RELEASES MADE ABOVE AND THE FACT THAT CCSF WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THE ABOVE RELEASES.

Initialed on behalf of CCSF: _____

Section 2.9 Costs of Escrow and Closing.

Ad valorem taxes, if any, shall be prorated as of the date of conveyance of the Property from the Owner to CCSF. The Owner shall pay the cost of title insurance, transfer tax, Title Company document preparation, recordation fees and the escrow fees of the Title Company, if any, and any other costs and charges of the escrow to complete the Close of Escrow. The Owner shall be responsible for all costs incurred in connection with the prepayment or satisfaction of

any loan, bond or other indebtedness secured by the Property including, without limitation, any prepayment fees, penalties or charges, and the cost of removing any Title Defects.

ARTICLE 3.
PRIOR TO CLOSE OF ESCROW

Section 3.1 Responsibilities.

It shall be the responsibility of CCSF to coordinate, schedule and conduct all required reviews, inspections and due diligence with respect to its proposed use or disposition of the Property. It shall be the responsibility of the Owner to remove or cause to be removed existing vehicles, movable equipment and the existing billboard(s) from the Property. The Owner shall not permit the construction of any improvements on the Property from the effective date of this Agreement to the Close of Escrow.

Section 3.2 Title Defects.

(a) If after the date of this Agreement and prior to the Close of Escrow any claim of lien, encumbrance, covenant, assessment, easement, lease or other similar title encumbrance is filed against the Property ("Title Defects"), then the Owner shall, within twenty (20) days after receiving notice of the Title Defect, either remove the Title Defect of bond over or otherwise cause the release of the Title Defect in form reasonably acceptable to CCSF and the Title Company.

(b) If the Owner fails to discharge any Title Defect in the manner required in this Section 3.2 before the Close of Escrow, then in addition to any other right or remedy, CCSF may (but shall be under no obligation to) discharge such Title Defect at the Owner's expense. Alternatively, CCSF may require the Owner to immediately deposit with CCSF the amount necessary to satisfy such Title Defect and any costs, pending resolution thereof. CCSF may use such deposit to satisfy any Title Defect that is adversely determined against the Owner.

Section 3.3 Inspections.

(a) Upon not less than 24 hours' notice the Owner shall permit and facilitate, and shall require its agents, employees and contractors to permit and facilitate, observation and inspection at the Property by or on behalf of CCSF and its agents, consultants, employees and contractors, during reasonable business hours after the Effective Date and prior to the Close of Escrow for the purposes of conducting such due diligence as CCSF determines to be necessary or appropriate; provided, however, no invasive testing shall be performed on the Property, except as permitted by Section 3.3(b). CCSF has received a copy of that certain Phase I Environmental Site Assessment, San Francisco Chronicle Mission Street Campus, prepared by PANGEA Environmental Services, dated April 18, 2008 which relates to the Property (and certain additional properties) which has been updated by PANGAE Environmental Services on _____, 2015. CCSF shall rely entirely upon its own investigations, inspections and due diligence as to the condition or suitability of the Property for its intended purpose.

(b) CCSF and its agents, employees, and representatives shall have a right of access to the Property commencing on the date that the Approvals are Finally Granted for the

sole purpose of conducting a geotechnical analysis as may be required to evaluate engineering issues related to the construction of improvements on the Property; provided, however, no other intrusive testing shall be permitted without Owner's prior written approval, which may be granted or withheld in Owner's sole discretion. If CCSF desires to perform such geotechnical analysis, CCSF shall first obtain Owner's prior written approval (which approval shall not be unreasonably withheld or delayed) to CCSF's written protocol for conducting any invasive geotechnical testing. CCSF shall provide to Owner for its review a proposed written protocol for invasive testing not less than fifteen (15) business days prior to the date CCSF intends to commence such testing. CCSF shall deliver to Owner copies of any finalized geotechnical analysis related to the Property that CCSF orders or has conducted. In the course of its investigations: (i) CCSF shall, and shall cause its agents, employees and representatives to, use commercially reasonable efforts to minimize interference with the activities of Owner, and (ii) CCSF shall comply with all applicable safety protocols for such testing.

(c) Prior to any entry or inspection of the Property, CCSF or its agents and contractors shall provide Owner with evidence of insurance coverage (in commercially reasonable amounts) by providing Owner with a copy of an insurance certificate naming Owner as an additional insured. CCSF and its agents and contractors shall keep the insurance evidenced by such certificate in effect during the pendency of this Agreement. CCSF shall keep the Property free and clear of any liens caused by CCSF or its agents, employees and contractors and will indemnify, defend, and hold Owner harmless from all claims and liabilities asserted against Owner caused by CCSF, its agents, employees, or contractors entry onto or use of the Property. If any inspection or test damages the Property, CCSF will restore the Property to substantially the same condition as existed prior to any such inspection or test. CCSF waives all rights of subrogation against Owner and its agents, representatives, officers, directors and employees for recovery of damages to the extent such damages are covered by insurance maintained pursuant to this Agreement. CCSF's obligations under this Section 3.3(c) shall survive the Close of Escrow and any termination of this Agreement.

(d) .

Section 3.4 Taxes and Assessments.

The Owner shall pay all real and personal property taxes, assessments and charges and all franchise, income, employment, social security benefit, withholding, sales, and other taxes assessed against it, or payable by it, relative to the Property prior to the Close of Escrow; provided, however, that the Owner shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event the Owner exercises its right to contest any tax, assessment, or charge against it, (a) CCSF may extend the Close of Escrow until the contest has been finally determined, and (b) the Owner, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest. In no event shall CCSF be required to close during the pendency of any tax contest.

Section 3.5 Hazardous Materials.

(a) From the Effective Date and until the Close of Escrow, Owner may not cause or permit the use and operation of the Property to be in violation of any Hazardous Materials Law, and Owner may not cause or permit the use, generation, manufacture, storage or disposal of on, under, or about the Property or transportation to or from the Property of any Hazardous Materials, except for cleaning materials and other materials commonly used in connection with the operation of the Property for surface parking lot purposes, but not including vehicle maintenance.

(b) Owner shall immediately advise CCSF in writing if at any time prior to Close of Escrow (1) it receives written notice of any Hazardous Materials claims, (2) the Owner learns that a release of any Hazardous Material has occurred in or around the Property, and (3) the Owner discovers any occurrence or condition on any real property adjoining the Property that could cause the Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

(c) CCSF shall have the right to join and participate in, as a party if it so elects, and be represented by counsel acceptable to CCSF (or counsel of its own choice if a conflict exists with Owner) in any legal proceedings or actions initiated in connection with any Hazardous Materials claims arising after the Effective Date and prior to Close of Escrow and to have its reasonable attorneys' fees in connection therewith paid by Owner. Nothing shall require CCSF to join or participate, or to accept the Property if CCSF becomes aware of any Hazardous Materials claim in or around the Property.

Section 3.6 Notice of Litigation.

Owner shall promptly notify CCSF in writing of any existing or threatened (in writing) litigation affecting Owner or the Property prior to Close of Escrow.

ARTICLE 4.
ALTERNATIVE PERFORMANCE

If (A) there is no default by Owner under this Agreement but (i) CCSF is not prepared to take title and proceed with the Close of Escrow on the Property in accordance with the schedule described Section 2.3, and (ii) the failure of the Close of Escrow would delay or prevent the issuance or grant of a Subsequent Approval under the Development Agreement (unless any such condition to issuance of a subsequent approval under the Development Agreement is waived by CCSF); or (B) City elects at any time prior to the Close of Escrow, in the exercise of its discretion not to take title to the Property, then CCSF may elect to require the Owner to pay to CCSF cash in the amount of Three Million Five Hundred Thousand Dollars (\$3,500,000; the "Backup Payment") instead of transferring the Property to CCSF under this Agreement. [Note: Insert outside date for CCSF's election to receive the Backup Payment in lieu of the Property] CCSF shall notify the Owner of its election to accept the Backup Payment, in which case the parties agree to meet and confer for a period of thirty (30) days to determine whether there are any issues that can be resolved in order for CCSF to accept title to the Property. If, following the meet and confer period, CCSF elects not to take title, it shall notify the Owner of such

determination and the Owner shall make the Backup Payment to CCSF within thirty (30) days following the notification. Upon CCSF's receipt of the Backup Payment, Owner's obligations to CCSF under this Agreement and the Development Agreement with respect to the Property shall be deemed satisfied, and this Agreement will terminate without further notice or action by either party.

ARTICLE 5.
DEFAULT AND REMEDIES

Section 5.1 Default.

In the event CCSF or Owner fails to perform such party's obligations under this Agreement (except as may be caused or excused by the other party's default), including without limitation, failure to convey the Property within the time and in the manner set forth herein, the party claiming default shall first notify the other party in writing of its purported breach or failure, giving that party forty-five (45) days from receipt of such notice to cure or, if cure cannot be accomplished within forty-five (45) days, to commence to cure such breach, failure, or act. In the event the default is not cured within said forty-five (45) days, or if the breach or failure is of such a nature that it cannot be cured within forty-five (45) days, the defaulting party shall commence to cure and diligently complete such cure within a reasonable time thereafter but in no event later than one hundred twenty (120) days. Thereafter, if the default is not cured then the non-defaulting party shall be afforded all of its rights at law or in equity, by taking all or any of the following remedies: (a) waive such default; (b) prosecuting an action for actual damages (according to proof) or specific performance; and (c) terminating this Agreement.

Notwithstanding anything to the contrary above, it shall not be a CCSF default to fail to take the Property for any reason, so long as CCSF is willing to accept the Backup Payment or to extend the Close of Escrow if needed (and, in connection with any such extension, to continue to issue Subsequent Approvals during any period in which the Owner is not in default under this Agreement).

Section 5.2 Remedies Cumulative.

Except as expressly stated in this Agreement to the contrary, no right, power, or remedy given by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative. Neither the failure nor any delay to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

ARTICLE 6.
GENERAL PROVISIONS

Section 6.1 Notices, Demands and Communications.

Formal notices, demands, and communications between the Owner and CCSF shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified

mail, postage prepaid, return receipt requested, or delivered by reputable overnight delivery service, or delivered personally, to the principal office of the Owner and CCSF as follows:

CCSF: Mayor's Office of Housing and Community Development
1 South Van Ness Avenue
5th Floor
San Francisco, CA 94103
Attention: Director

with a copy to:

Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Attention: Director of Property

Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attention: Real Estate/Finance Team – 5M Project

Owner: _____

Attention: _____

with a copy to:

[Forest City Residential Development, Inc.
875 Howard Street, Suite 330
San Francisco, CA 94103
Attention: Alexa Arena, Senior Vice President]

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section 6.1.

Section 6.2 Forced Delay.

In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God, or other deities; acts of terrorism or the public enemy; epidemics; quarantine restrictions; freight embargoes; governmental restrictions or priority; litigation (including suits filed by third parties concerning or arising out of this Agreement); acts of the other party; acts or failure to act of any public or governmental agency or entity (other than the acts or failure to act of CCSF); or any

other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any cause will be deemed granted if notice by the party claiming such extension is sent to the other within ten (10) days from the date the party seeking the extension first discovered the cause and such extension of time is not rejected in writing by the other party within ten (10) days of receipt of the notice. Times of performance under this Agreement may also be extended by mutual agreement of the parties in writing.

Section 6.3 Title of Parts and Sections.

Any titles of the articles, sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any part of its provision.

Section 6.4 Applicable Law.

This Agreement shall be interpreted under and pursuant to the laws of the State of California.

Section 6.5 No Brokers.

Each party represents to the other that it has not had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any real estate broker or other person who can claim a right to a commission or finder's fee. If any broker or finder makes a claim for a commission or finder's fee based upon a contact, dealings, or communications, the party through whom the broker or finder makes this claim shall indemnify, defend with counsel of the indemnified party's choice, and hold the indemnified party harmless from all expense, loss, damage and claims, including the indemnified party's reasonable attorneys' fees, if necessary, arising out of the broker's or finder's claim. The provisions of this Section 6.5 shall survive expiration of the Close of Escrow or the termination of this Agreement, and shall remain in full force and effect.

Section 6.6 Severability.

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 remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 6.7 Legal Actions and Attorneys' Fees.

Any legal action commenced to interpret or to enforce the terms of this Agreement shall be filed in the Superior Court of the County of San Francisco. In the event any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach thereof, the party prevailing in any such action shall be entitled to recover against the party not prevailing all reasonable attorney's fees and costs incurred in such action. For purposes of this Agreement, reasonable attorneys' fees of CCSF's Office of the City Attorney 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 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. The term "attorneys' fees" shall also include, without limitation, all such fees incurred with respect to appeals, mediations, arbitrations, and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees were incurred.

Section 6.8 Binding Upon Successors.

This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest and assigns of each of the parties hereto. Any reference in this Agreement to a specifically named party shall be deemed to apply to any successor, heir, administrator, executor or assign of such party who has acquired an interest in compliance with the terms of this Agreement, or under law.

The covenants and restrictions set forth in this Agreement shall run with the land, and shall bind all successors in title to the Property. Each and every contract, deed, or other instrument hereafter executed covering or conveying the Property shall be held conclusively to have been executed, delivered, and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed, or other instrument, unless the parties expressly releases the Property from the requirements of this Agreement.

Section 6.9 Parties Not Co-Venturers.

Nothing in this Agreement is intended to or does establish the parties as partners, co-venturers, or principal and agent with one another.

Section 6.10 Time of the Essence.

In all matters under this Agreement, the parties agree that time is of the essence.

Section 6.11 Action by CCSF.

Except as may be otherwise specifically provided in this Agreement, whenever any approval, notice, direction, finding, consent, request, waiver, or other action by CCSF is required or permitted under this Agreement, such action may be given, made, or taken by the Director of the Mayor's Office of Housing and Community Development, or by any person who shall have been designated in writing to the Owner by the said Director, without further approval by the Board of Supervisors. Any such action shall be in writing.

Section 6.12 Representation and Warranties of Owner.

The Owner hereby represents and warrants to CCSF as follows:

(a) Organization. The Owner is a duly organized, validly existing Delaware limited liability company, and is in good standing under the laws of the State of California and has the power to own its property and carry on its business as now being conducted.

(b) Authority of Owner. The Owner has full power and authority to execute and deliver this Agreement, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Owner, and all actions required under the Owner's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

(d) Valid Binding Agreements. This Agreement and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of the Owner enforceable against it in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on the Owner, or any provision of the organizational documents of the Owner, or will conflict with or constitute a breach of or a default under any agreement to which the Owner is a party, or will result in the creation or imposition of any lien upon any assets or property of the Owner, other than liens established pursuant hereto.

(f) Pending Proceedings. The Owner is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of the Owner, threatened against or affecting the Owner, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to the Owner, materially affect the Owner's ability to perform its obligations under this Agreement.

(g) Hazardous Materials. In fulfillment of the purposes of Health and Safety Code Section 25359.7(a), the Owner hereby represents and warrants that it has no knowledge of, and no reasonable cause to believe that any release of Hazardous Materials has come to be located in, on or beneath the Property, except: (i) Owner discloses the possibility of gasoline, diesel or other vehicle fluids or exhaust associated with the surface parking lot use of the Property (yet the Owner has no knowledge of any actual Hazardous Material in, on or beneath the Property), (ii) as otherwise contained in any documents provided by Owner to CCSF prior to the Close of Escrow, or (iii) as otherwise known or discovered by CCSF prior to the Close of Escrow.

The Owner on behalf of itself and its successors and assigns, hereby agrees to indemnify, defend and hold harmless CCSF and its successors and assigns, from and against any and all liabilities,

claims, demands, damages, liens, costs, penalties, losses and expenses, including, without limitation, reasonable attorneys' and consultants' fees, resulting from any misrepresentation or breach of warranty made by the Owner in this Agreement. The provisions of this Section 6.12 shall survive beyond the Close of Escrow for a period of twelve (12) months and no claim for a breach of a representation or warranty shall be actionable or payable unless CCSF commences a legal action for such breach within such six-month period.

Section 6.13 Entire Understanding of the Parties.

This Agreement (together with the Development Agreement) constitutes the entire understanding and agreement of the parties. All prior discussions, understandings and written agreements are superseded by this Agreement. The parties' respective counsel have read and reviewed this Agreement and agree that any rule of construction (including, but not limited to Civil Code Section 1654, as may be amended from time to time) to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

Section 6.14 Amendments.

The parties can amend this Agreement only by means of a writing executed by the Owner and CCSF.

Section 6.15 Counterparts; Multiple Originals.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

Section 6.16 General Condition.

While this Agreement anticipates that the Property, after the Close of Escrow, may be used by CCSF to develop affordable low-income housing, or sold, mortgaged, or otherwise used by CCSF to finance affordable housing, unless the rights and obligations of the parties are liquidated as provided in Article 5, there are no terms or description of any such possible future development, which are not known or can be known and therefore any such future possible development is entirely speculative and uncertain. CCSF is under no legal obligation to use the Property for said purpose, or any other purpose, or on any schedule or description. Accordingly, CCSF retains absolute discretion before and after the Close of Escrow: to determine the nature, purpose, scope and schedule for any future use of the Property; to approve or deny necessary permits, authorizations or agreements in connection therewith; to modify or design any such project as may be necessary to mitigate significant environmental impacts in connection therewith; to select other feasible alternatives or adopt feasible mitigation measures to avoid or substantially lessen significant environmental impacts prior to taking final action if such significant impacts cannot be avoided; or to determine not to proceed with a project on the Property, or to proceed to accept the Backup Payment under this Agreement and not to proceed to Close of Escrow. The parties acknowledge and agree that if the Development Agreement terminates prior to the Community Benefit obligation to which this Agreement pertains, this Agreement shall concurrently terminate with the Development Agreement.

Section 6.17 Notification of Limitations on Contributions.

Through its execution of this Agreement, the Owner acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing of any land or building to or from the City whenever such transaction would require the approval by a City elective officer, the board on which that City elective officer serves, or a board on which an appointee of that individual serves, from making any campaign contribution to (1) the City elective officer, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The Owner acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. The Owner further acknowledges that the prohibition on contributions applies to each member of the Owner's board of directors, and the Owner's chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than twenty percent (20%) in the Owner; any subcontractor listed in the contract; and any committee that is sponsored or controlled by the Owner. Additionally, the Owner acknowledges that the Owner must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

Section 6.18 Non-Liability of Officials, Employees and Agents.

Notwithstanding anything to the contrary in this Agreement, no individual board member, director, commissioner, officer, employee, official or agent of CCSF shall be personally liable to the Owner or its successors and assigns, in the event of any default by CCSF, or for any amount which may become due to the Owner or its successors and assigns, under this Agreement.

Notwithstanding anything to the contrary in this Agreement, no individual member, partner, employee, officer, director, representative, or agent of the Owner or its affiliates shall be personally liable to CCSF or its successors and assigns, in the event of any default by the Owner, or for any amount which may become due to CCSF or its successors and assigns, under this Agreement.

Section 6.19 Environmental Review.

Subject to the limitations on invasive testing set forth in Section 3.3(b), no other provision in this Agreement shall prevent or limit the absolute discretion of CCSF to conduct environmental review in connection with any future proposal for development on the Property, to make any modifications or select feasible alternatives to such future proposals as may be deemed necessary to conform to any applicable Laws, including without limitation, CEQA, balance benefits against unavoidable significant impacts before taking final action, or determine not proceed with such future proposals, and to obtain any applicable permits or other authorization for uses on the Property.

[Signatures on following page.]

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the County and the Owner have executed this Agreement as of the Effective Date.

OWNER:

5M PROJECT, LLC,
a Delaware limited liability company

By: _____

Name: _____

Its: _____

CCSF:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA,
CITY ATTORNEY

By: _____
Charles Sullivan
Deputy City Attorney

EXHIBIT A

LEGAL DESCRIPTION

Outlier Parcel

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

COMMENCING at a point on the Southeasterly line of Mission Street, distant thereon 220 feet Northeasterly from the Northeasterly line of 6th Street; running thence Northeasterly and along said line of Mission Street 54 feet 10-5/8 inches; thence at a right angle Southeasterly 160 feet to the Northwesterly line of Minna Street; thence at a right angle Southwesterly along said line of Minna Street 54 feet 10-5/8 inches; thence at a right angle Northwesterly 160 feet to the point of commencement.

BEING part of 100 Vara Lot No. 221 in Block No. 381
Assessor's Block 3725, Lot 086

EXHIBIT B

Transfer Parcel Deed

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City and County of San Francisco
25 Van Ness Ave., 4th Floor
San Francisco, CA 94102
Attn: Director of Property (MOHCD Property)

MAIL TAX STATEMENTS TO:

[same as above]

(Above Space for Recorder's Use Only)

Exempt from documentary transfer tax pursuant to California Revenue and Taxation Code §11922. Exempt from recording fees pursuant to California Government Code §27383. Governmental agency acquiring title.

A.P.N.: 3725-086

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, 5M PROJECT, LLC, a Delaware limited liability company ("Grantor"), hereby GRANTS to THE CITY AND COUNTY OF SAN FRANCISCO, a political subdivision of the State ("Grantee"), the real property located in the City and County of San Francisco, State of California, as described in Exhibit 1 attached hereto and incorporated herein by this reference (the "Property").

This Grant Deed may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single agreement with the same effect as if both parties had signed the same counterpart. Any signature page from any counterpart of this Grant Deed, signed only by one party, may be detached from such counterpart and re-attached to any other counterpart of this Grant Deed signed only by the other party.

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed as of _____, 201____.

5M PROJECT, LLC,
a Delaware limited liability company

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

ACCEPTANCE BY GRANTEE

Government Code Section 27281

This is to certify that the interest in real property conveyed by the Grant Deed is hereby accepted by the undersigned officer, on behalf of the City and County of San Francisco, as Grantee, pursuant to the authority conferred by Ordinance No. _____, adopted by the San Francisco Board of Supervisors on _____, and Grantee consents to the recordation of this Grant Deed.

IN WITNESS WHEREOF, I have hereunder set my hand this ____ day of _____, 2015.

CITY AND COUNTY OF SAN FRANCISCO, a
municipal corporation

By: _____
Name: John Updike
Its Director of Property

EXHIBIT 1

TO DEED

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

COMMENCING at a point on the Southeasterly line of Mission Street, distant thereon 220 feet Northeasterly from the Northeasterly line of 6th Street; running thence Northeasterly and along said line of Mission Street 54 feet 10-5/8 inches; thence at a right angle Southeasterly 160 feet to the Northwesterly line of Minna Street; thence at a right angle Southwesterly along said line of Minna Street 54 feet 10-5/8 inches; thence at a right angle Northwesterly 160 feet to the point of commencement.

BEING part of 100 Vara Lot No. 221 in Block No. 381
Assessor's Block 3725, Lot 086

CERTIFICATE OF ACKNOWLEDGMENT
OF NOTARY PUBLIC

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 _____

CERTIFICATE OF ACKNOWLEDGMENT
OF NOTARY PUBLIC

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 F
Workforce Agreement

Exhibit F**Workforce Agreement**

Developer shall make contributions and require Project Sponsors, Contractors, Consultants, Subcontractors and Subconsultants, as applicable, to undertake activities to support workforce development in both the construction and end use phases of the Project, as set forth in this Exhibit F.¹

A. **Workforce Job Readiness and Training Funds.**

The Project shall contribute to OEWD \$1,500,000 (One Million Five Hundred Thousand Dollars) to support workforce job readiness and training ("**Workforce Job Readiness and Training Funds**"). Such funds shall be paid to OEWD at the time and allocated to and used as provided in Exhibit D to this Agreement. Priority for OEWD's use and allocation of Workforce Job Readiness and Training Funds shall be to organizations with an existing track record of working in the impacted communities within District 6.

1. **Barrier Removal Funds.** Approximately \$250,000 (Two Hundred and Fifty Thousand Dollars) of the Workforce Job Readiness and Training Funds shall be dedicated to reducing barriers to employment for at-risk populations, including low-income youth and young adults with histories of incarceration, homelessness, substance abuse or other factors that may create barriers to employment ("**Barrier Removal Funds**"). The Barrier Removal Funds shall be used and allocated by OEWD based on a competitive process to a qualified non-profit entity, and distributed over approximately two years (although OEWD may, in its discretion, advance funds sooner if OEWD identifies an earlier need for the funds consistent with this Exhibit F). The Barrier Removal Funds will be used to train enrolled individuals in areas such as life skill training, basic education (including assistance with attaining a GED or driver's license if applicable), job placement and retention services, and wrap-around social services, with a goal of allowing participants to be CityBuild-ready. OEWD shall give priority to allocating the Barrier

¹ Any capitalized term used in this Exhibit F, including its Attachments, that is not defined herein shall have the meaning given to such term in this Agreement.

Removal Funds to increase capacity of an established program. OEWD shall use good faith efforts to promptly initiate and complete the competitive process and begin distribution of the Barrier Removal Funds within one hundred and twenty (120) days after OEWD's initial receipt of such funds.

2. Job Seeking Resources for Disadvantaged Adults. Approximately \$250,000 (Two Hundred and Fifty Thousand Dollars) of the Workforce Job Readiness and Training Funds shall be dedicated to providing job seeking resources for disadvantaged adults, including individuals experiencing homelessness ("**Job Seeking Resources Funds**"). The Job Seeking Resources Funds shall be used and allocated by OEWD based on a competitive process to a qualified non-profit entity, and distributed over approximately two years (although OEWD may, in its discretion, advance funds sooner if OEWD identifies an earlier need for the funds consistent with this Exhibit F). The Job Seeking Resources Funds will be generally targeted to programs that include a comprehensive intake process, and that create a culturally competent, individualized plan for each client, including employment goals, training, and barrier removal. The programs may also include working with potential employers regarding any necessary accommodations or training, and ongoing support following job placement. OEWD shall give priority to allocating the Job Seeking Resources Funds to increase capacity of an established program with experience collaborating with other community-based organizations and social services agencies. OEWD shall use good faith efforts to promptly initiate and complete the competitive process and begin distribution of the Job Seeking Resources Funds within one hundred and twenty (120) days after OEWD's initial receipt of such funds.

3. Paid Information and Communications (ICT) Internships. Approximately \$250,000 (Two Hundred and Fifty Thousand Dollars) of the Workforce Job Readiness and Training Funds shall be dedicated to paid ICT internships. According to the San Francisco Controller's Office, the tech sector has accounted for more than 30% of the jobs added in San Francisco since 2010. Yet as tech firms draw talent from across the United States – and across the world – local residents are too often under-represented in the workforce. Paid ICT internships and apprenticeships, both with 5M tenants and with tech firms throughout San Francisco, will provide an opportunity for local residents to gain valuable experience and to

build professional networks in the tech world. The program will prioritize South of Market residents.

4. TechSF – Information and Communications Technology (ICT) Training Program. Approximately \$500,000 (Five Hundred Thousand Dollars) of the Workforce Job Readiness and Training Funds shall be dedicated to the TechSF ICT Training Program. TechSF is an OEWD training academy that provides occupational skills training, work experience opportunities, and job placement assistance to training participants and other individuals working in informational technology fields in various industries. TechSF offers training in high growth ICT occupations including Software Development, Web Design, Motion Graphics, Cloud Services, Network Administration and Support, and other skills in demand to serve a continuum of jobseekers and employers. South of Market residents will be targeted in the program’s outreach efforts, and slots will be prioritized for South of Market residents.

5. Specialized Construction Training and Certifications. Approximately \$250,000 (Two Hundred and Fifty Thousand Dollars) of the Workforce Job Readiness and Training Funds shall be dedicated to specialized construction training and certifications. OEWD’s CityBuild Academy Pre-apprenticeship Training Program is an 18-week construction training program in partnership with City College, trades unions, and employers. Leveraging its existing resources, CityBuild Academy will provide additional specialized training outside of the Pre-apprenticeship Training Program to prepare residents for construction work at 5M. Priority will be given to South of Market residents.

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

7. Board Authorization. By approving the Agreement, the Board of Supervisors authorizes the City (including OEWD) to accept and expend the Workforce Job Readiness and

Training Funds paid by the Developer as set forth in this Exhibit F. The Board of Supervisors also agrees that any interest earned on any the Workforce Job Readiness and Training Funds shall remain in designated accounts for use by OEWD for workforce readiness and training consistent with this Exhibit F and shall not be transferred to the City's general fund.

B. First Source Hiring Program.

1. Each Project Sponsor shall, with respect to each Workforce Building², (i) include in each Contract for construction work a provision requiring each Contractor to enter into a FSHA Construction Agreement in the form attached hereto as Attachment A before beginning any construction work, and (ii) provide a signed copy thereof to the First Source Hiring Administration ("**FSHA**") and CityBuild within 10 business days of execution.

2. Each Project Sponsor shall, with respect to each Workforce Building, comply with the requirements of San Francisco Administrative Code Chapter 83 ("**Chapter 83**") and upon entering into leases or other occupancy contracts for commercial space at the Premises that are subject to Chapter 83 with a tenant ("**Commercial Tenant**"), will include in each such contract a requirement that the Commercial Tenant enter into a FSHA Operations Agreement in the form attached hereto as Attachment B, and (ii) provide a signed copy thereof to the FSHA within 10 business days of execution.

3. CityBuild shall represent the FSHA and will provide referrals of Qualified Economically Disadvantaged Individuals for Entry Level Positions on the construction work for each Workforce Building as required under Chapter 83. The FSHA will provide referrals of Qualified Economically Disadvantaged Individuals for the permanent Entry Level Positions located within the Premises where required under Chapter 83.

² Any capitalized term used in this Section B that is not defined will have the definition given to such term in Attachment A, including the following terms: Contract, Contractor, Entry Level Positions, Project Sponsor, Qualified Economically Disadvantaged Individuals for Entry Level Positions, and Workforce Building.

4. The owners or residents of the individual residential units and any residential Homeowner's Association within the Project shall have no obligations under this Section B and no obligation to enter into a FSHA Construction Agreement or FSHA Operations Agreement.

5. FSHA shall notify any Contractor, Subcontractor and Commercial Tenant, as applicable, in writing, with a copy to Project Sponsor, of any alleged breach on the part of that entity of its obligations under Chapter 83 or its FSHA Construction Agreement or the FSHA Operations Agreement, as applicable, before seeking an assessment of liquidated damages pursuant to Section 83.12 of the Administrative Code. FSHA sole remedies against a Contractor, Subcontractor or Commercial Tenant shall be as set forth in Chapter 83, including the enforcement process. Upon FSHA's request, a Project Sponsor shall reasonably cooperate with FSHA in any such enforcement action against any Contractor, Subcontractor or Commercial Tenant, provided in no event shall a Project Sponsor be liable for any breach by a Contractor, Subcontractor or Commercial Tenant.

6. If a Project Sponsor fulfills its obligations as set forth in this Section B, it shall not be held responsible for the failure of a Contractor, Subcontractor, Commercial Tenant or any other person or party to comply with the requirements of Chapter 83 or this Section B. If a Project Sponsor fails to fulfill its obligations under this Section B, the applicable provisions of Chapter 83 shall apply, though the City and the Project Sponsor shall have the right to invoke the process set forth in Section 9.2 of the Agreement..

7. This Section B is an approved "First Source Hiring Agreement" as referenced in Section 83.11 of the Administrative Code.

C. **Local Business Enterprise (LBE) Hiring Program.**

Each Project Sponsor of a Workforce Building, as defined in Attachment C, and its respective Contractors and Consultants, shall comply with the Local Business Enterprise Hiring Program set forth in Attachment C hereto.

Attachment A:

First Source Construction Hiring Agreement

This First Source Construction Hiring Agreement ("FSHA Construction Agreement") is made as of _____, by and between _____, the First Source Hiring Administration, (the "FSHA"), and the undersigned contractor _____ ("Contractor"):

RECITALS

WHEREAS, Contractor has executed or will execute an agreement (the "Contract") to construct or oversee a portion of the project to construct _____ [specify number of new dwelling units, and/or square feet of commercial space and number of accessory, off-street parking spaces] ("Workforce Building") at _____, Lots _____ in Assessor's Block _____, San Francisco California ("Site"), and a copy of this FSHA Construction Agreement is attached as an exhibit to, and incorporated in, the Contract; and

WHEREAS, as a material part of the consideration given by Contractor under the Contract, Contractor has agreed to execute this First Source Construction Agreement and participate in the San Francisco Workforce Development System established by the City and County of San Francisco, pursuant to Chapter 83 of the San Francisco Administrative Code;

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

1. DEFINITIONS

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

- a. "Core" or "Existing" workforce: Contractor's "core" or "existing" workforce shall consist of any worker who appears on the Contractor's active payroll for at least 60 days of the 100 working days prior to the award of this Contract.
- b. Economically Disadvantaged Individual: An individual who is either (a) eligible for services under the Workforce Investment Act of 1998 (29 U.S.C.A. 2801, *et seq.*), as may be amended from time to time, or (b) designated as "economically disadvantaged" by the OEWD/First Source Hiring Administration as an individual who is at risk of relying upon, or returning to, public assistance.
- c. Hiring opportunity: When a Contractor adds workers to its existing workforce for the purpose of performing the Work under this Contract, a "hiring opportunity" is created. For example, if the carpentry subcontractor has an existing crew of five carpenters and needs seven carpenters to perform the work, then there are two hiring opportunities for carpentry on a Workforce Building.

- d. Job Notification: Written notice of job request from Contractor to CITYBUILD for any hiring opportunities. Contract shall provide Job Notifications to CITYBUILD with a minimum of 3 business days' notice.
- e. New hire: A "new hire" is any worker who is not a member of Contractor's core or existing workforce.
- f. Referral: A referral is an individual member of the CITYBUILD Referral Program who has received training appropriate to entering the construction industry workforce.
- g. Workforce Building: Buildings M-2, N-1 and H-1 as described in Exhibit B to the 5M Development Agreement, including initial tenant improvements therein, and any other Buildings or construction activities in the Project Site that require a Permit as defined in Chapter 83.
- h. Workforce participation goal: The workforce participation goal is expressed as a percentage of the Contractor's and its Subcontractors' new hires for a Workforce Building.
- i. Entry Level Position: A non-managerial position that requires no education above a high school diploma or certified equivalency, and less than two (2) years training or specific preparation, and shall include temporary and permanent construction jobs related to the development of a commercial activity.
- j. First Opportunity: Consideration by Contractor of System Referrals for filling Entry Level Positions prior to recruitment and hiring of non-System Referral job applicants.
- k. Job Classification: Categorization of employment opportunity or position by craft, occupational title, skills, and experience required, if any.
- l. Job Notification: Written notice, in accordance with Section 2(b) below, from Contractor to FSHA for any available Entry Level Position during the term of the Contract.
- m. Publicize: Advertise or post available employment information, including participation in job fairs or other forums.
- n. Qualified: An Economically Disadvantaged Individual who meets the minimum bona fide occupational qualifications provided by Contractor to the System in the job availability notices required this FSHA Construction Agreement.
- o. System: The San Francisco Workforce Development System established by the City and County of San Francisco, and managed by the Office of Economic and Workforce Development (OEWD), for maintaining (1) a pool of Qualified individuals, and (2) the mechanism by which such individuals are certified and referred to prospective employers covered by the First Source Hiring

requirements under Chapter 83 of the San Francisco Administrative Code. Under this agreement, CityBuild will act as the representative of the San Francisco Workforce Development System.

- p. System Referrals: Referrals by CityBuild of Qualified applicants for Entry Level Positions with Contractor.
- q. Subcontractor: A person or entity who has a direct contract with Contractor to perform a portion of the work under the Contract.
- r. Project Sponsor. Project Sponsor shall mean [*insert name of applicable project sponsor of the Workforce Building*] , including any successor during the term of this FSHA Operations Agreement.

2. PARTICIPATION OF CONTRACTOR IN THE SYSTEM

- a. The Contractor agrees to work in Good Faith with the Office of Economic and Workforce Development (OEWD)'s CityBuild Program to achieve the goal of 50% of new hires for employment opportunities in the construction trades and Entry-Level Position related to providing support to the construction industry.

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

- i. On Attachment A-1, the CityBuild Workforce Projection Form 1, Contractor will provide a detailed numerical estimate of journey and apprentice level positions to be employed on each Workforce Building for each trade.
 - ii. Contractor is required to ensure that a CityBuild Workforce Projection Form 1 is also completed by each of its Subcontractors.
 - iii. Contractor will collaborate with CityBuild staff in completing the CityBuild Workforce Hiring Plan Form 2, to identify, by trade, the number of Core workers at Workforce Building project start and the number of workers at Workforce Building project peak; and the number of positions that will be required to fulfill the First Source local hiring expectation.
 - iv. Contractor and Subcontractors will provide documented verification that its "core" employees for this contract meet the definition listed in Section 1.a.
 - v. A negotiated and signed CityBuild Workforce Hiring Plan Form 2 will constitute the First Source Hiring Plan for each Workforce Building as required under Chapter 83.
- b. Contractor must (A) give good faith consideration to all CityBuild Referrals, (B) review the resumes of all such referrals, (C) conduct interviews for posted Entry

Level Positions in accordance with the non-discrimination provisions of this contract, and (D) affirmative obligation to notify CityBuild of any new entry-level positions throughout the life of the Workforce Building.

- c. Contractor must provide constructive feedback to CityBuild on all System Referrals in accordance with the following:
 - i. If Contractor meets the criteria in Section 5(a) below that establishes “good faith efforts” of Contractor, Contractor must only respond orally to follow-up questions asked by the CityBuild account executive regarding each System Referral; and
 - ii. After Contractor has filled at least 5 Entry Level Positions under this Agreement, if Contractor is unable to meet the criteria in Section 5(b) below that establishes “good faith efforts” of Contractor, Contractor will be required to provide written comments on all CityBuild Referrals.
- d. Contractor must provide timely notification to CityBuild as soon as the job is filled, and identify by whom.

3. CONTRACTOR RETAINS DISCRETION REGARDING HIRING DECISIONS

Contractor agrees to offer the System the First Opportunity to provide qualified applicants for employment consideration in Entry Level Positions, subject to any enforceable Collective Bargaining Agreements as defined in Section 8 below. Contractor shall consider all applications of Qualified System Referrals for employment. Provided Contractor utilizes nondiscriminatory screening criteria, Contractor shall have the sole discretion to interview and hire any System Referrals.

4. COMPLIANCE WITH COLLECTIVE BARGAINING AGREEMENTS

Notwithstanding any other provision hereunder, if Contractor is subject to any Collective Bargaining Agreement(s) requiring compliance with a pre-established applicant referral process, Contractor’s only obligations with regards to any available Entry Level Positions subject to such Collective Bargaining Agreement(s) during the term of the Contract shall be the following:

- a. Contractor shall notify the appropriate union(s) of the Contractor’s obligations under this FSHA Construction Agreement and request assistance from the union(s) in referring Qualified applicants for the available Entry Level Position(s), to the extent such referral can conform to the requirements of the Collective Bargaining Agreement(s).
- b. Contractor shall use “name call” privileges, in accordance with the terms of the applicable Collective Bargaining Agreement(s), to seek Qualified applicants from the System for the available Entry Level Position(s).

- c. Contractor shall sponsor Qualified apprenticeship applicants, referred through the System, for applicable union membership.

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

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

- a. Contractor shall be deemed to have used good faith efforts if Contractor accurately completes and submits prior to the start of demolition and/or construction of a Workforce Building Attachment A-1: CityBuild Workforce Projection Form 1; and
- b. Contractor's failure to meet the criteria set forth from Section 5(c) to 5(m) does not impute "bad faith." Failure to meet the criteria set forth in Section 5(c) to 5(m) shall trigger a review of the referral process and the Contractor's efforts to comply with this FSHA Construction Agreement. Such review shall be conducted by FSHA in accordance with Section 11 (c) below.
- c. Meet with the Workforce Building project's Project Sponsor, general contractor, or CityBuild representative to review and discuss the plan to meet local hiring obligations under San Francisco's First Source Hiring Ordinance (Municipal Code- Chapter 83) or the City and County of San Francisco Administrative Code Chapter 6.
- d. Contact a CityBuild representative to review hiring projections and goals for this Workforce Building project. Contractor must take active steps to advise all of its subcontractors of the local hiring obligations on the Workforce Building project, including, but not limited to providing CityBuild access and presentation time at each pre-bid, each pre-construction, and if necessary, any progress meeting held throughout the life of the Workforce Building project.
- e. Submit to CityBuild a "Projection of Entry Level Positions" form or other formal written notification specifying expected hiring needs during the Workforce Building project's duration.
- f. Notify the respective union(s) regarding local hiring obligations and request their assistance in referring qualified San Francisco residents for any available position(s). This step applies to the extent that such referral would not violate the union's Collective Bargaining Agreement(s).
- g. Reserve "name call" privileges for qualified applicants referred through the CityBuild system. This should be done within the terms of applicable Collective Bargaining Agreement(s).

- h. Provide CityBuild with up-to-date list of all trade unions affiliated with any work on this project in a timely matter in order to facilitate CityBuild's notification to these unions of the Workforce Building project's workforce requirements.
- i. Submit a "Job Request" form to CityBuild for each apprentice level position that becomes available. Please allow a minimum of 3 Business Days for CityBuild to provide appropriate candidate(s). Contractor should simultaneously contact its union about the position as well, and let them know that Contractor has contacted CityBuild as part of its local hiring obligations.
- j. The Contractor has an ongoing, affirmative obligation and must advise each of its subs of their ongoing obligation to notify CityBuild of any/all apprentice level openings that arise throughout the duration of the Workforce Building project, including openings that arise from layoffs of original crew. Contractor shall not exercise discretion in informing CityBuild of any given position; rather, CityBuild is to be universally notified, and a discussion between the Contractor and CityBuild can determine whether a CityBuild graduate would be an appropriate placement for any given apprentice level position.
- k. Hire qualified candidate(s) referred through the CityBuild system. In the event of the firing/layoff of any CityBuild graduate, Contractor must notify CityBuild staff within two days of the decision and provide justification for the layoff; ideally, Contractor will request a meeting with the Workforce Building project's employment liaison as soon as any issue arises with a CityBuild placement in order to remedy the situation before termination becomes necessary.
- l. Provide a monthly report and/or any relevant workforce records or data from contractors to identify workers employed on the Workforce Building project, source of hire, and any other pertinent information as pertain to compliance with this FSHA Construction Agreement.
- m. Maintain accurate records of efforts to meet the steps and requirements listed above. Such records must include the maintenance of an on-site First Source Hiring Compliance binder, as well as records of any new hire made by the Contractor through a San Francisco CBO whom the Contractor believes meets the First Source Hiring criteria. Any further efforts or actions agreed upon by CityBuild staff and the Contractor on a Workforce Building project basis.

6. COMPLIANCE WITH THIS AGREEMENT OF SUBCONTRACTORS

In the event that Contractor subcontracts a portion of the work under the Contract, Contractor shall determine how many, if any, of the Entry Level Positions are to be employed by its Subcontractor(s) using Form 1: the CityBuild Workforce Projection Form and minimum hiring goals using Form 2: the CityBuild Workforce Hiring Plan, provided, however, that Contractor shall retain the primary responsibility for meeting the requirements imposed under this FSHA Construction Agreement. Contractor shall

ensure that this FSHA Construction Agreement is incorporated into and made applicable to such Subcontract.

7. EXCEPTION FOR ESSENTIAL FUNCTIONS

Nothing in this FSHA Construction Agreement precludes Contractor from using temporary or reassigned existing employees to perform essential functions of its operation; provided, however, the obligations of this FSHA Construction Agreement to make good faith efforts to fill such vacancies permanently with System Referrals remains in effect. For these purposes, "essential functions" means those functions absolutely necessary to remain open for business.

8. CONTRACTOR'S COMPLIANCE WITH EXISTING EMPLOYMENT AGREEMENTS

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

9. HIRING GOALS EXCEEDING OBLIGATIONS OF THIS AGREEMENT

Nothing in this FSHA Construction Agreement shall be interpreted to prohibit the adoption of hiring and retention goals, first source hiring and interviewing requirements, notice and job availability requirements, monitoring, record keeping, and enforcement requirements and procedures which exceed the requirements of this FSHA Construction Agreement.

10. OBLIGATIONS OF CITYBUILD

Under this FSHA Construction Agreement, CityBuild shall:

- a. Upon signing the CityBuild Workforce Hiring Plan, immediately initiate recruitment and pre-screening activities.
- b. Recruit Qualified individuals to create a pool of applicants for jobs who match Contractor's Job Notification and to the extent appropriate train applicants for jobs that will become available through the First Source Program;
- c. Screen and refer applicants according to qualifications and specific selection criteria submitted by Contractor;
- d. Provide funding for City-sponsored pre-employment, employment training, and support services programs;

- e. Follow up with Contractor on outcomes of System Referrals and initiate corrective action as necessary to maintain an effective employment/training delivery system;
- f. Provide Contractor with reporting forms for monitoring the requirements of this FSHA Construction Agreement; and
- g. Monitor the performance of the FSHA Construction Agreement by examination of records of Contractor as submitted in accordance with the requirements of this FSHA Construction Agreement.

11. CONTRACTOR'S REPORTING AND RECORD KEEPING OBLIGATIONS

Contractor shall:

- a. Maintain accurate records demonstrating Contractor's compliance with the First Source Hiring requirements of Chapter 83 of the San Francisco Administrative Code including, but not limited to, the following:
 - (1) Applicants
 - (2) Job offers
 - (3) Hires
 - (4) Rejections of applicants
- b. Submit completed reporting forms based on Contractor's records to CityBuild quarterly, unless more frequent submittals are reasonably required by FSHA. In this regard, Contractor agrees that if a significant number of positions are to be filled during a given period or other circumstances warrant, CityBuild may require daily, weekly, or monthly reports containing all or some of the above information.
- c. If based on complaint, failure to report, or other cause, the FSHA has reason to question Contractor's good faith effort, Contractor shall demonstrate to the reasonable satisfaction of the City that it has exercised good faith to satisfy its obligations under this FSHA Construction Agreement.

12. DURATION OF THIS AGREEMENT

This FSHA Construction Agreement shall be in full force and effect throughout the term of the Contract. Upon expiration of the Contract, or its earlier termination, this FSHA Construction Agreement shall terminate and it shall be of no further force and effect on the parties hereto.

13. NOTICE

All notices to be given under this FSHA Construction Agreement shall be in writing and sent by: certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail,

a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or hand delivery, in which case notice shall be deemed delivered on the date received, all as follows:

If to FSHA: First Source Hiring Administration
 OEWD, 1 South Van Ness 5th Fl.
 San Francisco, CA 94103
 Attn: Ken Nim, Compliance Manager,
 ken.nim@sfgov.org

If to CityBuild: CityBuild Compliance Manager
 OEWD, 1 South Van Ness 5th Fl.
 San Francisco, CA 94103
 Attn: Ken Nim, Compliance Manager,
 ken.nim@sfgov.org

If to Project Sponsor:

Attn:

If to Contractor:

Attn:

- a. Any party may change its address for notice purposes by giving the other parties notice of its new address as provided herein. A “business day” is any day other than a Saturday, Sunday or a day in which banks in San Francisco, California are authorized to close.
- b. Notwithstanding the forgoing, any Job Notification or any other reports required of Contractor under this Agreement (collectively, “Contractor Reports”) shall be delivered to the address of FSHA pursuant to this Section via first class mail, postage paid, and such Contractor Reports shall be deemed delivered two (2) business days after deposit in the mail in accordance with this Subsection.

14. ENTIRE AGREEMENT

This FSHA Construction Agreement and the 5M Development Agreement contain the entire agreement between the parties to this FSHA Construction Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest. This FSHA Construction Agreement shall inure to the benefit of and be binding on the parties and their respective successors and assigns. If there is more than one party comprising Contractor, their obligations shall be joint and several.

15. SEVERABILITY

If any term or provision of this FSHA Construction Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this FSHA Construction Agreement shall not be affected.

16. COUNTERPARTS

This FSHA Construction Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

17. HEADINGS

Section titles and captions contained in this FSHA Construction Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this FSHA Construction Agreement or the intent of any of its provisions

18. GOVERNING LAW

This FSHA Construction Agreement shall be governed and construed by the laws of the State of California, and interpreted consistent with the requirements of Chapter 83.

IN WITNESS WHEREOF, the following have executed this FSHA Construction Agreement as of the date set forth above.

CONTRACTOR:

Date: _____

Signature: _____

Name of Authorized Signer: _____

Company: _____

Address: _____

Phone: _____

Email: _____



FORM 1: CITYBUILD WORKFORCE PROJECTION

Instructions

*The Prime Contractor must complete and submit Form 1 within 30 days of award of contract.
All subcontractors with contracts in excess of \$100,000 must complete Form 1 and submit to the Prime Contractor within 30 days of award of contract.
The Prime Contractor is responsible for collecting all completed Form 1's from all subcontractors.
It is the Prime Contractor's responsibility to ensure the CityBuild Program receives completed Form 1's from all subcontractors in the specified time and keep a record of these forms in a compliance binder at the project jobsite.
All contractors and subcontractors are required to attend a preconstruction meeting with CityBuild staff.*

Construction Project Name: _____ Projected Start Date: _____ Company Name: _____ Main Contact Name: _____ Main Contact Email : _____ Name of Person with Hiring Authority: _____ Hiring Authority Email: _____	Construction Project Address: _____ Contract Duration: _____ (calendar days) Company Address: _____ Main Phone Number: _____ Hiring Authority Phone Number: _____
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Name of Authorized Representative	Signature of Authorized Representative*	Date
-----------------------------------	---	------

***By signing this form, the company agrees to participate in the CityBuild Program and comply with the provisions of the First Source Hiring Agreement pursuant to San Francisco Administrative Code Chapter 83.**

Table 1: Briefly summarize your contracted or subcontracted scope of work

Table 2: Complete on the following page

List the construction trade crafts that are projected to perform work. Do not list Project Managers, Engineers, Administrative, and any other non-construction trade employees.

Total Number of Workers on the Project: The total number of workers projected to work on the project per construction trade. This number will include existing workers and new hires. For union contractors this total will also include union dispatches.

Total Number of New Hires: List the projected number of New Hires that will be employed on the project. For union contractors, New Hires will also include union dispatches.

Table 2: List all construction trades projected to perform work

Construction Trades	Journey or Apprentice	Union (Yes or No)	Total Work Hours	Total Number of Workers on the Project	Total Number of New Hires
	J <input type="checkbox"/> A <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>			
	J <input type="checkbox"/> A <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>			
	J <input type="checkbox"/> A <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>			
	J <input type="checkbox"/> A <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>			
	J <input type="checkbox"/> A <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>			
	J <input type="checkbox"/> A <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>			
	J <input type="checkbox"/> A <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>			
	J <input type="checkbox"/> A <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>			
	J <input type="checkbox"/> A <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>			

Table 3: List your core or existing employees projected to work on the project

Please provide information on your projected core or existing employees that will perform work on the jobsite.

"Core" or "Existing" workers are defined as any worker appearing on the Contractor's active payroll for at least 60 out of the 100 working days prior to the award of this Contract. If necessary, continue on a separate sheet.

Name of Core or Existing Employee	Construction Trade	Journey or Apprentice	City	Zip Code
		J <input type="checkbox"/> A <input type="checkbox"/>		
		J <input type="checkbox"/> A <input type="checkbox"/>		
		J <input type="checkbox"/> A <input type="checkbox"/>		
		J <input type="checkbox"/> A <input type="checkbox"/>		
		J <input type="checkbox"/> A <input type="checkbox"/>		
		J <input type="checkbox"/> A <input type="checkbox"/>		
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		J <input type="checkbox"/> A <input type="checkbox"/>		
		J <input type="checkbox"/> A <input type="checkbox"/>		
		J <input type="checkbox"/> A <input type="checkbox"/>		
		J <input type="checkbox"/> A <input type="checkbox"/>		

FOR CITY USE ONLY: CityBuild Staff: _____	Approved: Yes <input type="checkbox"/> No <input type="checkbox"/>	Date: _____
Reason: _____		



FORM 3: CITYBUILD JOB NOTICE FORM

INSTRUCTIONS: To meet the requirements of the First Source Hiring Program (San Francisco Administrative Code Chapter 83), the Contractor shall notify CityBuild, the First Source Hiring Administrator, of all new hiring opportunities with a minimum of 3 business days prior to the start date.

1. Complete the form and fax to CityBuild 415-701-4896 or EMAIL: workforce.development@sfgov.org
2. Contact Workforce Development at 415-701-4848 or by email: local.hire.ordinance@sfgov.org

OR call the main line of the Office of Economic and Workforce Development (OEWD) at 415-701-4848 to confirm receipt of fax or email.

ATTENTION: Please also submit this form to your union or hiring hall if you are required to do so under your collective bargaining agreement or contract. CityBuild is not a Dispatching Hall, nor does this form act as a Request for Dispatch. All formal Requests for Dispatch will be conducted through your union or hiring hall.

Section A. Job Notice Information

Trade _____ # of Journeymen _____ # of Apprentices _____

Start Date _____ Start Time _____ Job Duration _____

Brief description of your scope of work: _____

Section B. Union Information (Union contractors complete Section B. Otherwise, leave Section B blank)

Local # _____ Union Contact Name _____ Union Phone # _____

Section C. Contractor Information

Project Name: _____

Jobsite Location: _____

Contractor: _____ Prime Sub

Contractor Address: _____

Contact Name: _____ Title: _____

Office Phone: _____ Cell Phone: _____ Email: _____

Alt. Contact: _____ Phone #: _____

Contractor Contact Signature _____ Date _____

OEWD USE ONLY Able to Fill Yes No



Edwin M. Lee, Mayor

**Attachment B: First Source Hiring Agreement
For Business, Commercial, Operation and Lease Occupancy of the Building**

This First Source Hiring Agreement (this “FSHA Operations Agreement”), is made as of _____, by and between _____ (the “Lessee”), and the First Source Hiring Administration, (the “FSHA”), collectively the “Parties”:

RECITALS

WHEREAS, Lessee has plans to occupy the building at [Address] “Premises” which required a First Source Hiring Agreement between the project sponsor and FSHA due to the issuance of a building permit for 25,000 square feet or more of floor space or construction of ten or more residential units; and,

WHEREAS, the Project Sponsor was required to provide notice in leases, subleases and other occupancy contracts for use of the Premises (“Contract”);and

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

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

1. DEFINITIONS

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

- a. **Entry Level Position:** Any non-managerial position that requires no education above a high school diploma or certified equivalency, and less than two (2) years training or specific preparation, and shall include temporary, permanent, trainee and intern positions.
- b. **Workforce System:** The First Source Hiring Administrator established by the City and County of San Francisco and managed by the Office of Economic and Workforce Development (OEWD).

- c. Referral: A member of the Workforce System who has been identified by OEWD as having the appropriate training, background and skill sets for a Lessee specified Entry Level Position.
- d. Lessee: Tenant, business operator and any other occupant of a Workforce Building requiring a First Source Hiring Agreement as defined in SF Administrative Code Chapter 83. Lessee shall include every person tenant, subtenant, or any other entity occupying a Workforce Building for the intent of doing business in the City and County of San Francisco and possessing a Business Registration Certificate with the Office of Treasurer.
- e. Project Sponsor shall mean [*insert name of applicable project sponsor of the Workforce Building*], including any successor during the term of this FSHA Operations Agreement.
- e. Workforce Building: Buildings M-2, N-1 and H-1 as described in Exhibit B to the 5M Development Agreement, including initial tenant improvements therein, and any other Buildings or construction activities within the Project Site that require a Permit as defined in Chapter 83.

2. OEWD WORKFORCE SYSTEM PARTICIPATION

- a. Lessee shall notify OEWD's Business Team of every available Entry Level Position and provide OEWD 10 business days to recruit and refer qualified candidates prior to advertising such position to the general public. Lessee shall provide feedback including but not limited to job seekers interviewed, including name, position title, starting salary and employment start date of those individuals hired by the Lessee no later than 10 business days after date of interview or hire. Lessee will also provide feedback on reasons as to why referrals were not hired. Lessee shall have the sole discretion to interview any Referral by OEWD and will inform OEWD's Business Team why specific persons referred were not interviewed. Hiring decisions shall be entirely at the discretion of Lessee.
- b. This FSHA Operations Agreement shall be in full force and effect as to each Workforce Building until the earlier of (a) ten (10) years following the date Lessee opens for business at the Premises, or (b) termination of Lessee's lease or other occupancy agreement, at which time this FSHA Operations Agreement shall terminate and be of no further force and effect on the parties hereto.

3. GOOD FAITH EFFORT TO COMPLY WITH ITS OBLIGATIONS HEREUNDER

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

- a. Lessee will execute this FSHA Operations Agreement and Attachment B-1 upon entering into leases for the commercial space of the Workforce Building. Lessee

will also accurately complete and submit Attachment B-1 annually to reflect employment conditions.

- b. Lessee agrees to register with OEWD's Referral Tracking System, upon execution of this FSHA Operations Agreement.
- c. Lessee shall notify OEWD's Business Services Team of all available Entry Level Positions 10 business days prior to posting with the general public. The Lessee must identify a single point of contact responsible for communicating Entry-Level Positions and take active steps to ensure continuous communication with OEWD's Business Services Team.
- d. Lessee accurately completes and submits Attachment B-1, the "First Source Employer's Projection of Entry-Level Positions" form to OEWD's Business Services Team upon execution of this FSHA Operations Agreement.
- e. Lessee fills at least 50% of open Entry Level Positions with First Source referrals. Specific hiring decisions shall be the sole discretion of the Lessee.
- f. Nothing in this FSHA Operations Agreement shall be interpreted to prohibit the continuation of existing workforce training agreements or to interfere with consent decrees, collective bargaining agreements, or existing employment contracts. In the event of a conflict between this FSHA Operations Agreement and an existing agreement, the terms of the existing agreement shall supersede this FSHA Operations Agreement.

Lessee's failure to meet the criteria set forth in Section 3 (a.b.c.d.e.) does not impute "bad faith" and shall trigger a review of the referral process and compliance with this FSHA Operations Agreement. Failure and noncompliance with this FSHA Operations Agreement will result in penalties as defined in SF Administrative Code Chapter 83, Lessee agrees to review SF Administrative Code Chapter 83, and execution of the FSHA Operations Agreement denotes that Lessee agrees to its terms and conditions.

4. NOTICE

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

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

5. ENTIRE AGREEMENT

This FSHA Operations Agreement and the 5M Development Agreement contain the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors. If any term or provision of this FSHA Operations Agreement shall be held invalid or

unenforceable, the remainder of this FSHA Operations Agreement shall not be affected. If this FSHA Operations Agreement is executed in one or more counterparts, each shall be deemed an original and all, taken together, shall constitute one and the same instrument. This FSHA Operations Agreement shall inure to the benefit of and be binding on the parties and their respective successors and assigns. If there is more than one party comprising Lessee, their obligations shall be joint and several.

Section titles and captions contained in this FSHA Operations Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions. This FSHA Operations Agreement shall be governed and construed by laws of the State of California.

IN WITNESS WHEREOF, the following have executed this FSHA Operations Agreement as of the date set forth above.

Date: _____

Signature: _____

Name of Authorized Signer: _____

Company: _____

Address: _____

Phone: _____

Email: _____

Business Name: _____ **Phone:** _____
Main Contact: _____ **Email:** _____

Signature of authorized representative* **Date**

**By signing this form, the lessee agrees to participate in the Workforce System managed by the Office of Economic and Workforce Development (OEWD) and comply with the provisions of Exhibit B First Source Hiring Agreement pursuant to San Francisco Administrative Code Chapter 83.*

Instructions:

- Upon entering into leases for the commercial space of the building, the Lessee must submit to OEWD, a signed Attachment B and Attachment B-1. Lessee will also complete and submit an Attachment B-1 annually to reflect employment conditions.
- The employer must notify the First Source Hiring Program (Contact Info below) if an **Entry Level Position** becomes available.

Section 1: Select your Industry

- | | | |
|--|---|--|
| <input type="checkbox"/> Auto Repair | <input type="checkbox"/> Entertainment | <input type="checkbox"/> Personal Services |
| <input type="checkbox"/> Business Services | <input type="checkbox"/> Elder Care | <input type="checkbox"/> Professionals |
| <input type="checkbox"/> Consulting | <input type="checkbox"/> Financial Services | <input type="checkbox"/> Real Estate |
| <input type="checkbox"/> Construction | <input type="checkbox"/> Healthcare | <input type="checkbox"/> Retail |
| <input type="checkbox"/> Government Contract | <input type="checkbox"/> Insurance | <input type="checkbox"/> Security |
| <input type="checkbox"/> Education | <input type="checkbox"/> Manufacturing | <input type="checkbox"/> Wholesale |
| <input type="checkbox"/> Food and Drink | <input type="checkbox"/> I don't see my industry <i>(Please Describe)</i> _____ | |

Section 2: Describe Primary Business Activity

Section 3: Provide information on all Entry Level Positions

Entry-Level Position Title	Job Description	Number of New Hires	Projected Hiring Date

Please email, fax, or mail this form SIGNED to:

ATTN: Business Services
Office of Economic and Workforce Development
1 South Van Ness Avenue, 5th Floor, San Francisco, CA 94103
Tel: 415-701-4848
Fax: 415-701-4897
<mailto:Business.Services@sfgov.org>
Website: www.workforcedevelopmentsf.org

ATTACHMENT C
LOCAL BUSINESS ENTERPRISE UTILIZATION PLAN
Exhibit F
Workforce Agreement

1. Purpose and Scope. This Attachment C ("LBE Utilization Plan") governs the Local Business Enterprise obligations of the Project pursuant to San Francisco Administrative Code Section 14B.20 and satisfies the obligations of each Project Sponsor and its Contractors and Consultants for a LBE Utilization Plan as set forth therein. In the event of any conflict between Administrative Code Chapter 14B and this Attachment, this Attachment shall govern.

2. Roles of Parties. In connection with the design and construction phases of each Workforce Building (as defined below), the Project will provide community benefits designed to foster employment opportunities for disadvantaged individuals by offering contracting and consulting opportunities to local business enterprises ("LBEs"). Each Project Sponsor of a Workforce Building shall participate in a local business enterprise program, and the City's Contract Monitoring Division ("CMD") will serve the roles as set forth below.

3. Definitions. For purposes of this Attachment, the definitions shall be as follows:

a. "CMD" shall mean the Contract Monitoring Division of the City Administrator's Office.

b. "Commercially Useful Function" shall mean that the business is directly responsible for providing the materials, equipment, supplies or services to the Project Sponsor, Construction Contractor or professional services firm retained to work on a Workforce Building, as the case may be (each, a "Contracting Party") as required by the solicitation or request for quotes, bids or proposals. Businesses that engage in the business of providing brokerage, referral or temporary employment services shall not be deemed to perform a "commercially useful function" unless the brokerage, referral or temporary employment services are those required and sought by the Project Sponsor or a Contractor or professional services firm. When the Project Sponsor or a Contractor or professional services firm requires and seeks products from an LBE supplier or distributor, no more than sixty percent of the cost of the product shall be credited towards LBE participation goals. If the listed supplier or distributor does not regularly stock or is a specially manufactured item(s), the required product, no more than five percent of the cost of the product shall be credited towards LBE participation goals.

c. "Consultant" shall mean a person or company that has entered into a professional services contract for monetary consideration with a Project Sponsor to provide advice or services to the Project Sponsor directly related to the architectural or landscape design, physical planning, and/or civil, structural or environmental engineering of a Workforce Building.

d. "Contract(s)" shall mean an agreement, whether a direct contract or subcontract, for Consultant or Contractor services for all or a portion of a Workforce Building.

e. "Contractor" shall mean a person or entity that enters into a direct Contract with a Project Sponsor to build or construct all or a portion of a Workforce Building.

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f. "Good Faith Efforts" shall mean procedural steps taken by the Project Sponsor, Contractor or Consultant with respect to the attainment of the LBE participation goals, as set forth in Section 6 below.

g. "Local Business Enterprise" or "LBE" means a business that is certified as an LBE under Chapter 14B.3.

h. "LBE Liaison" shall mean the Project Sponsor's primary point of contact with CMD regarding the obligations of this LBE Utilization Plan. Each prime Contractor(s) shall likewise have a LBE Liaison.

i. "Project Sponsor" shall mean the project sponsor of a Workforce Building.

j. "Subconsultant" shall mean a person or entity that has a direct Contract with a Consultant to perform a portion of the work under a Contract for a Workforce Building.

k. "Subcontractor" shall mean a person or entity that has a direct Contract with a Contractor to perform a portion of the work under a Contract for a Workforce Building.

l. "Workforce Building" shall mean all Buildings as described in Exhibit B to the 5M Development Agreement, including initial tenant improvements therein.

4. LBE Participation Goal. Project Sponsor agrees to participate in this LBE Utilization Program and CMD agrees to work with Project Sponsor in this effort, as set forth in this Attachment C. As long as this Attachment C remains in full force and effect, each Project Sponsor shall make good faith efforts as defined below to achieve an overall LBE participation goal of 10% of the total cost of all Contracts for a Workforce Building awarded to LBE Contractors, Subcontractors, Consultants or Subconsultants.

5. Project Sponsor Obligations. Each Project Sponsor shall comply with the requirements of this Attachment C as follows: Upon entering into a Contract with a Contractor or Consultant, each Project Sponsor will include each such Contract a provision requiring the Contractor or Consultant to comply with the terms of this Attachment C, and setting forth the applicable percentage goal for such Contract, and provide a signed copy thereof to CMD within 10 business days of execution. Such Contract shall specify the notice information for the Contractor or Consultant to receive notice pursuant to Section 16. Each Project Sponsor shall identify a "LBE Liaison" as its main point of contact for outreach/compliance concerns and shall be available to meet with CMD staff on a regular basis or as necessary regarding the implementation of this Attachment C. If a Project Sponsor fulfills its obligations as set forth in this Section 5 and otherwise cooperates in good faith at CMD's request with respect to any meet and confer process or enforcement action against a non-compliant Contractor, Consultant, Subcontractor or Subconsultant, then it shall not be held responsible for the failure of a Contractor, Consultant, Subcontractor or Subconsultant or any other person or party to comply with the requirements of this Attachment C.

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6. Good Faith Efforts. City acknowledges and agrees that each Project Sponsor, Contractor, Subcontractor, Consultant and Subconsultant shall have the sole discretion to qualify, hire or not hire LBEs. If a Contractor or Consultant does not meet the LBE hiring goal set forth above, it will nonetheless be deemed to satisfy the good faith effort obligation of this Section 6 and thereby satisfy the requirements and obligations of this Attachment C if the Contractor, Consultants and their Subcontractors and Subconsultants, as applicable, perform the good faith efforts set forth in this Section 6 as follows:

a. Advance Notice. Notify CMD in writing of all upcoming solicitations of proposals for work under a Contract at 15 business days before issuing such solicitations to allow opportunity for CMD to identify and outreach to any LBEs that it reasonably deems may be qualified for the Contract scope of work.

b. Contract Size. Where practicable, the Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant will divide the work in order to encourage maximum LBE participation or, encourage joint venturing. The Contracting Party will identify specific items of each Contract that may be performed by Subcontractors.

c. Advertise. The Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant will advertise for at least 30 days prior to the opening of bids or proposals, for professional services and contracting opportunities in media focused on small businesses including the Bid and Contract Opportunities website through the City's Office of Contract Administration (<http://mission.sfgov.org/OCABidPublication>) and other local and trade publications, and allowing subcontractors to attend outreach events, pre-bid meetings, and inviting LBEs to submit bids to Project Sponsor or its prime Contractor or Consultant, as applicable. As practicable, convene pre-bid or pre-solicitation meetings no less than 15 days prior to the opening of bids and proposals to all for LBEs to ask questions about the selection process and technical specifications/requirements. A Project Sponsor may request CMD's permission to award a contract without advertising if the work consists of specialty services or otherwise does not provide opportunities for LBE participation.

d. CMD Invitation. If a pre-bid meeting or other similar meeting is held with proposed Contractors, Subcontractors, Consultants or Subconsultants, invite CMD to the meeting to allow CMD to explain proper LBE utilization.

e. Public Solicitation. The Project Sponsor or its Prime Contractor(s) and/or Consultants, as applicable, will work with CMD to follow up on initial solicitations of interest by contacting LBEs to determine with certainty whether they are interested in performing specific items in a project.

f. Outreach and Other Assistance. The Project Sponsor or its Prime Contractor (s) and/or Consultants, as applicable, will a) provide LBEs with plans, specifications and requirements for all or part of the project; b) notify LBE trade associations that disseminate bid and contract information and provide technical assistance to LBEs. The designated LBE Liaison(s) will work with CMD to conduct outreach to LBEs for all consulting/contracting

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opportunities in the applicable trades and services in order to encourage them to participate on the project.

g. **Contacts.** Make contacts with LBEs, associations or development centers, or any agencies, which disseminate bid and contract information to LBEs and document any other efforts undertaken to encourage participation by LBEs.

h. **Good Faith/Nondiscrimination.** Make good faith efforts to enter into Contracts with LBEs and give good faith consideration to bids and proposals submitted by LBEs. Use nondiscriminatory selection criteria (for the purpose of clarity, exercise of subjective aesthetic taste in selection decisions for architect and other design professionals shall not be deemed discriminatory and the exercise of its commercially reasonable judgment in all hiring decisions shall not be deemed discriminatory).

i. **Incorporation into contract provisions.** Project Sponsor shall include in prime Contracts provisions that require prospective Contractors and Consultants that will be utilizing Subcontractors or Subconsultants to follow the above good faith efforts to subcontract to LBEs, including overall LBE participation goal and any LBE percentage that may be required under such Contract.

j. **Monitoring.** Allow CMD Contract Compliance unit to monitor Consultant/Contractor selection processes and, when necessary give suggestions as to how best to maximize LBEs ability to complete and win procurement opportunities.

k. **Insurance and Bonding.** Recognizing that lines of credit, insurance and bonding are problems common to local businesses, staff will be available to explain the applicable insurance and bonding requirements, answer questions about them, and, if possible, suggest governmental or third party avenues of assistance.

l. **Maintain Records and Cooperation.** Maintain records of LBEs that are awarded Contracts, not discriminate against any LBEs, and, if requested, meet and confer with CMD as reasonably required in addition to the meet and confer sessions described in Section 9 below to identify a strategy to meet the LBE goal;

m. **Quarterly Reports.** During construction, the LBE Liaison(s) shall prepare a quarterly report of LBE participation goal attainment and submit to CMD as required by Section 9 herein; and

n. **Meet and Confer.** Attend the meet and confer process described in Section 9.

7. **Good Faith Outreach.** Good faith efforts shall be deemed satisfied solely by compliance with Section 6. Contractors and Consultants, and Subcontractors and Subconsultants as applicable shall also work with CMD to identify from CMD's database of LBEs those LBEs who are most likely to be qualified for each identified opportunity under Section 6.b, and following CMD's notice under Section 8.a, shall undertake reasonable efforts at CMD's request

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to support CMD's outreach identified LBEs as mutually agreed upon by CMD and each Contractor or Consultant and its Subcontractors and Subconsultants, as applicable.

8. CMD Obligations. The following are obligations of CMD to implement this LBE Utilization Plan:

a. During the fifteen (15) business day notification period for upcoming Contracts required by Section 6.b, CMD will work with the Project Sponsor and its prime Contractor and/or Consultant as applicable to send such notification to qualified LBEs to alert them to upcoming Contracts.

b. Provide assistance to Contractors, Subcontractors, Consultants and Subconsultants on good faith outreach to LBEs.

c. Review quarterly reports of LBE participation goals; when necessary give suggestions as to how best to maximize LBEs ability to compete and win procurement opportunities.

d. Perform other tasks as reasonably required to assist the Project Sponsor and its Contractors, Subcontractors, Consultants and Subconsultants in meeting LBE participation goals and/or satisfying good faith efforts requirements.

9. Meet and Confer Process. Commencing with the first Contract that is executed for a Workforce Building, and every six (6) months thereafter, or more frequently if requested by either CMD, Project Sponsor or a Contractor or Consultant each Contractor and Consultant and the CMD shall engage in an informal meet and confer to assess compliance of such Contractor and Consultants and its Subcontractors and Subconsultants as applicable with this Attachment C. When deficiencies are noted, meet and confer with CMD to ascertain and execute plans to increase LBE participation.

10. Prohibition on Discrimination. Project Sponsors shall not discriminate in its selection of Contractors and Consultants, and such Contractors and Consultants shall not discriminate in their selection of Subcontractors and Subconsultants against any person on the basis of race, gender, or any other basis prohibited by law. As part of its efforts to avoid unlawful discrimination in the selection of Subconsultants and Subcontractors, Contractors and Consultants will undertake the Good Faith Efforts and participate in the meet and confer processes as set forth in Sections 6 and 9 above.

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

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12. Reporting and Monitoring. Each Contractor, Consultant, and its Subcontractors and Subconsultants as applicable shall maintain accurate records demonstrating compliance with the LBE participation goals, including keeping track of the date that each response, proposal or bid that was received from LBEs, including the amount bid by and the amount to be paid (if different) to the non-LBE contractor that was selected, documentation of any efforts regarding good faith efforts as set forth in Section 6. Project Sponsors shall create a reporting method for tracking LBE participation. Data tracked shall include the following (at a minimum):

Name/Type of Contract(s) let (e.g. Civil Engineering contract, Environmental Consulting, etc.)

Name of prime Contractors (including identifying which are LBEs and non-LBEs)

Name of Subcontractors (including identifying which are LBEs and non-LBEs)

Scope of work performed by LBEs (e.g. under an Architect, an LBE could be procured to provide renderings)

Dollar amounts associated with both LBE and non-LBE Contractors at both prime and Subcontractor levels.

Total LBE participation is defined as a percentage of total Contract dollars.

13. Written Notice of Deficiencies. If based on complaint, failure to report, or other cause, the CMD has reason to question the good faith efforts of a Project Sponsor, Contractor, Subcontractor, Consultant or Subconsultant, then CMD shall provide written notice to the Project Sponsor, each affected prime Contractor or Consultant and, if applicable, also to its Subcontractor or Subconsultant. The prime Contractor or Consultant and, if applicable, the Subcontractor or Subconsultant, shall have a reasonable period, based on the facts and circumstances of each case, to demonstrate to the reasonable satisfaction of the CMD that it has exercised good faith to satisfy its obligations under this Attachment C. When deficiencies are noted CMD staff will work with the appropriate LBE Liaison(s) to remedy such deficiencies.

14. Remedies. Notwithstanding anything to the contrary in the Development Agreement, the following process and remedies shall apply with respect to any alleged violation of this Attachment C:

Mediation and conciliation shall be the administrative procedure of first resort for any and all compliance disputes arising under this Attachment C. The Director of CMD shall have power to oversee and to conduct the mediation and conciliation.

Non-binding arbitration shall be the administrative procedure of second resort utilized by CMD for resolving the issue of whether a Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant discriminated in the award of one or more LBE Contracts to the extent that such issue is not resolved through the mediation and conciliation procedure described above. Obtaining a final judgment through arbitration on LBE contract related disputes shall be a condition precedent to the ability of the City or the

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Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant to file a request for judicial relief.

If a Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant is found to be in willful breach of the obligations set forth in this Attachment C, assess against the noncompliant Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant liquidated damages not to exceed \$10,000 or 5% of the Contract, whichever is less, for each such willful breach. In determining the amount of any liquidated damages to be assessed within the limits described above, the arbitrator or court of competent jurisdiction shall consider the financial capacity of the Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant. For purposes of this paragraph, “willful breach” means a knowing and intentional breach.

For all other violations of this Attachment C, the sole remedy for violation shall be specific performance, without the limits with respect thereto in Section 9.4.3-9.4.5 of the Development Agreement.

15. Duration of this Agreement. This Attachment C shall terminate (i) as to each Workforce Building where work has commenced under the Development Agreement, upon completion of initial construction, including initial tenant improvements, of the Workforce Building, and (ii) for any Workforce Building that has not commenced before the termination of the Development Agreement, upon the termination of the Development Agreement. Upon such termination, this Attachment C shall be of no further force and effect.

16. Notice. All notices to be given under this Attachment C shall be in writing and sent by: certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail, a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or hand delivery, in which case notice shall be deemed delivered on the date received, all as follows:

If to CMD: _____

Attn: _____

If to Project Sponsor: _____

Attn: _____

If to Contractor: _____

Attn: _____

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If to Consultant:

Attn: _____

Any party may change its address for notice purposes by giving the other parties notice of its new address as provided herein. A "business day" is any day other than a Saturday, Sunday or a day in which banks in San Francisco, California are authorized to close.

EXHIBIT G
Transportation Program

EXHIBIT G
Transportation Program

All initially capitalized terms shall have the meaning given in the Definitions section of this Agreement, unless separately defined in this Exhibit.

1. Improvements.

Developer shall construct the street and sidewalk improvements (the "**Improvements**") described in this Section 1 below. The Parties agree to cooperate with one another to complete the Improvements as and when contemplated by this Exhibit, and to take all other actions or proceedings reasonably necessary or appropriate to ensure that the reviews, Subsequent Approvals, and inspections required to complete such Improvements are provided without undue delay and in accordance with this Agreement, provided that nothing in this Exhibit obligates City to spend any sums of money or to incur any costs other than administrative costs incurred in the ordinary course of business, in connection therewith.

Developer shall complete the Improvements described below and depicted on Schedule 1 hereto, each as may be further described in and consistent with the Design for Development, as provided in the respective Building Conditional Use authorization, prior to issuance of a Certificate of Occupancy for each respective Building identified below:

Building	Improvements
Building H-1	<p>Widen the adjacent Fifth Street sidewalk, between Natoma and Howard Streets, from 10 feet to 18 feet (with a 60-foot long, approximately 8-foot deep inset for three commercial loading spaces).</p> <p>Widen Mary Street sidewalk adjacent to Mary Court West, from 5 feet to 10 feet, and install associated streetscape improvements to all sidewalks adjacent to Mary Court West.</p> <p>Convert Mary Street between Minna and Howard Streets to a shared public way.</p> <p>Construct and install the privately owned publicly accessible approximately 1,600-square-foot pedestrian improvement area adjacent to Building H-1 along Mary Street.</p> <p>Construct and install streetscape and other improvements on</p>

Building	Improvements
	<p>the adjacent Natoma, Fifth, Howard and Mary Street frontages.</p> <p>Install street trees within a 300-foot long portion of the south Howard Street sidewalk extending west from Fifth Street.¹</p> <p>Sidewalk improvements on Howard Street adjacent to the off-site parcel at 198 Fifth Street.¹</p>
Building M-2	<p>Convert Mary Street between Mission and Minna Streets to a pedestrian-only alley, the "North Mary Pedestrian Alley", which would thereafter be closed to vehicular and bicycle traffic, and install associated streetscape improvements.</p> <p>Construct and install the privately owned publicly accessible approximately 1,600-square-foot pedestrian improvement area adjacent to Building M-2 along North Mary Alley.</p> <p>Construct and install streetscape and other improvements on the adjacent Mission Street frontage, and streetscape and other improvements to the Mary Street and Minna Street sidewalk adjacent to Mary Court East constructed with Building M-2.</p>
Building N-1	<p>Widen the western Fifth Street sidewalk between Natoma and Minna Streets from 10 feet to 18 feet (with an 60-foot long, approximately 8-foot deep inset for three commercial loading spaces).</p> <p>Construct and install streetscape and other improvements on the adjacent Fifth and Minna Street building frontages.</p>
Building M-1 (Chronicle Building)	<p>Widen the western Fifth Street sidewalk between Minna and Mission Streets from 10 feet to 18 feet (with an 60-foot long, approximately 8-foot deep inset for three commercial loading spaces).</p> <p>Construct and install streetscape and other improvements on the adjacent Fifth, Mission and Minna Street frontages.</p>
Examiner Building	<p>Construct and install streetscape improvements on adjacent Minna Street frontage.</p>

¹ Obligations to construct or install Improvements off of, and not adjacent to, the Project Site are expressly conditioned upon obtaining access rights from affected property owner(s). If Developer is not able to secure such rights, then Developer and the City shall meet and confer to identify alternative improvements of equal value for Developer to complete instead.

2. Transit Fee and TSP Contribution.

Developer shall pay a Transit Impact Development Fee ("**Transit Fee**") for use and allocation as described in the Community Benefits Schedule, Exhibit D to the Agreement. Upon receipt, the SFMTA shall have the right to expend the Transit Fee in its sole discretion in accordance with customary SFMTA practice.

Developer shall pay to SFMTA the portion of the 5M Community Benefit Fee at the time and in the manner described in the Community Benefits Schedule, Exhibit D to the Agreement (the "**TSP Contribution**"). The TSP Contribution shall be used by SFMTA to contribute to SFMTA's costs to construct and install pedestrian safety improvements, including but not limited to sidewalks, cross-walks, signal timing and left/right turn pockets, as further described below in this Section 2 (the "**TSP Improvements**"). SFMTA shall be responsible for all additional costs associated with the design, permitting, construction, installation, maintenance and operation of the TSP Improvements beyond the amount of the TSP Contribution. SFMTA's use of the TSP Contributions and the timing of its construction of the TSP Improvements shall be prioritized in the following order:

2.1 Mission Street Mid Block Crossing. Mid-block signalized crosswalk extending north across Mission Street between the North Mary Pedestrian Alley and the San Francisco Mint building, which is estimated to be \$400,000.

2.2 SoMa Street Streetscape, Pedestrian Safety and Related Improvements. SFMTA shall use the remaining TSP Contributions for the purpose of designing and constructing streetscape, pedestrian safety, pedestrian realm and related improvements within the impact area identified on Schedule 2 hereto.

3. Fifth Street East Sidewalk and Related Improvements.

As further described in and in accordance with the requirements of the MMRP, Exhibit J to the Agreement, Developer shall fund the design and construction of the following improvements:

3.1 Sidewalk extension of the east sidewalk on Fifth Street between Minna and Mission Streets by 10 to 15 feet;

3.2 Restriping and widening of the east crosswalk at the intersection of Fifth/Mission Streets to 25 feet;

3.3 Traffic and pedestrian signal upgrades at the intersection of Fifth/Mission Streets;

3.4 Restriping of the Minna Street travel lanes between Fifth Street and the Project's garage entrances; and

3.5 New and more visible "Minna Street Garage Entrance" and Garage Full" signs at the Fifth and Mission Garage.

4. TDM Plan.

Developer shall prepare and implement a Transportation Demand Management ("TDM") Plan consistent with the TDM menu prepared by Fehr and Peers ("**TDM Menu**" attached hereto as Schedule 3), which identifies proposed TDM measures ("**TDM Measures**") for reducing estimated one-way vehicle trips, and establishes numeric goals associated therewith.

Developer shall undertake the following with respect to monitoring and reporting of compliance with the proposed TDM measures. Developer shall, in consultation with qualified transportation engineers, design a bi-annual survey of residents' and employees' travel behavior as set forth below, conduct the survey and submit a written report ("**TDM Report**") on the status of implementing all TDM Measures, at no cost to the City. The TDM Report will contain the results of the bi-annual survey, and also assess whether the Project is meeting its vehicle-trip reduction target of 13 percent², as measured against the PM peak projection of 465 trips ("**TDM Goal**"). The first survey will be conducted within one (1) year following the full occupancy of the first building. Additional surveys will be conducted every two years thereafter.

Each TDM Report will either provide evidence that the Project has achieved the TDM Goal, or state that the Project has not achieved this goal and provide an explanation of how and why the TDM Goal has not been reached and a proposal for additional measures that will be implemented in the future to address the TDM Goal. If a TDM Report indicates that the Project has not reached the TDM Goal, then the Developer and SFMTA shall meet and confer to determine a reasonably achievable program of additional measures for attaining the TDM Goal.

If SFMTA and the Developer are unable to reach agreement on a program of additional measures within 90 days of the completion of a TDM Report or such longer period as may be agreed to by both parties, the Developer will pay SFMTA \$50,000 (Fifty Thousand Dollars), in fiscal year 2015 dollars, adjusted by the Consumer Price Index) within 60 days following the end of the 90-day meet and confer period. These funds will be used by SFMTA solely for transportation demand management or transportation improvements related to the Project traffic impact area as determined by SFMTA. The format of the survey and TDM Report will be developed in consultation with the SFMTA.

This Section 4 shall terminate on _____ [*to be inserted*].

5. Board Authorization and Appropriation. By approving this Agreement, including this Exhibit, the Board of Supervisors authorizes the Controller and City Department to accept the funds paid by Developer as set forth in this Exhibit, to maintain separate, interest-bearing accounts or subaccounts as contemplated in this Exhibit, or otherwise provide for separate accounting of funds paid by Developer and their use, and to appropriate the funds, including interest and earnings, for the purposes described in this Exhibit for the term of the Agreement. Any interest earned on the deposited funds, accounts or subaccounts created under the terms of

² This percentage includes a combination of Code-required and additional trip reduction measures, as set forth in the Note to the TDM Menu.

this Exhibit shall remain in the designated account or subaccount for use consistent with the identified purpose and shall not be transferred to the City's General Fund for other purposes. Any accounts for receipt and use of the TSP Contribution funds described above shall terminate upon the payment by Developer and expenditure by City of the respective TSP Contribution funds.

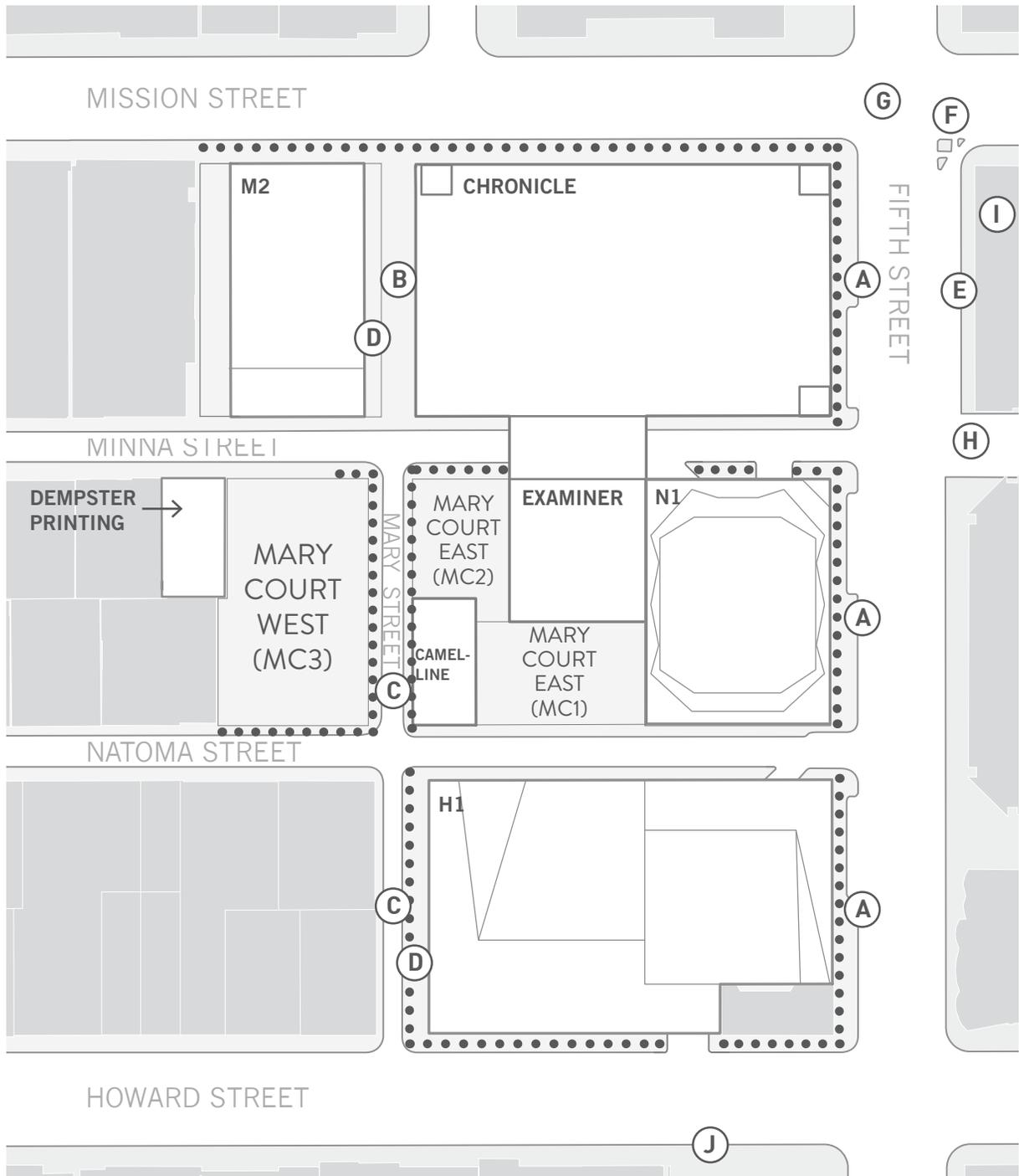
Notwithstanding the foregoing, nothing herein shall prevent or limit the absolute discretion of the City to conduct environmental review in connection with any future proposal for the TSP Improvements, to make any modifications or select feasible alternatives to such future proposals as may be deemed necessary to conform to any applicable Laws, including without limitation, CEQA, balance benefits against unavoidable significant impacts before taking final action, or determine not to proceed with such future proposals and to obtain any applicable permits or other authorization for the TSP Improvements.

TO BE CONSTRUCTED BY THE PROJECT ¹

- Building-related streetscape improvements (including street trees)
- (A)** West sidewalk widening between Mission and Howard Streets (from 10 feet to 18 feet, with 8-foot inset for loading)
- (B)** Conversion to North Mary Pedestrian-Only Alley
- (C)** Conversion to Shared Public Way (including West sidewalk widening of Mary Street between Minna and Natoma, from 5 feet to 10 feet)
- (D)** Privately-owned pedestrian improvement

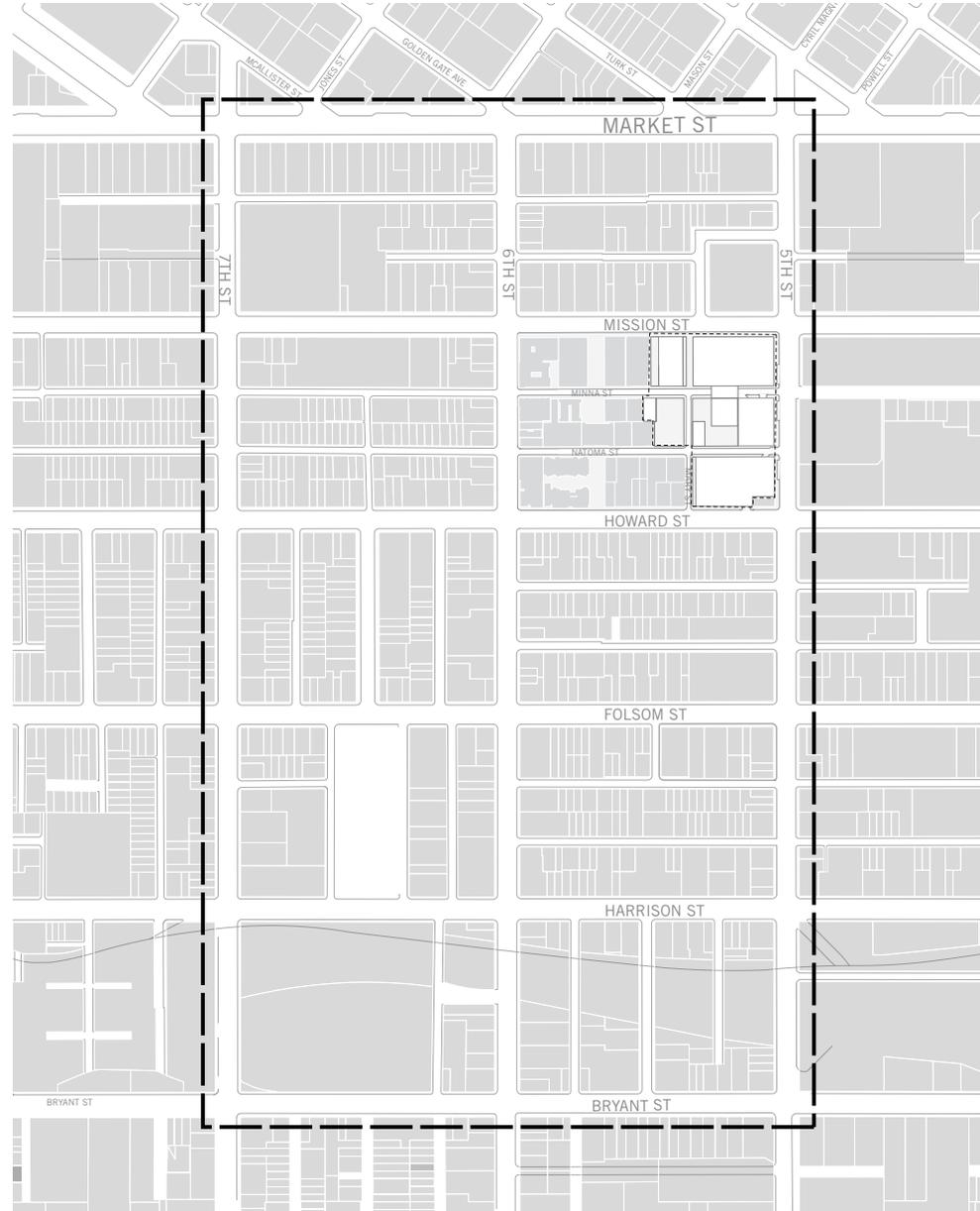
TO BE FUNDED BY THE PROJECT, DESIGNED/ CONSTRUCTED BY SFMTA ¹

- (E)** East sidewalk widening between Mission and Minna Streets (from 10 feet to 15 feet)
- (F)** Crosswalk widening/restriping to 25 feet (East Mission/Fifth Street intersection)
- (G)** Traffic/pedestrian signal upgrades at Fifth/Mission Street intersection
- (H)** Restriping of the Minna Street travel lanes between Fifth Street and the Fifth/Mission Garage entrances to provide for additional vehicle queuing on Minna Street
- (I)** New/more visible "MINNA STREET GARAGE ENTRANCE" and "GARAGE FULL" signs for the Fifth/Mission Garage
- (J)** Off-site streetscape improvements (including street trees)



¹All depicted improvements are more particularly described in the Transportation Program

Map depicts potential location of TSP Contribution expenditure as discussed in Transportation Program, Section 2.



Schedule 1 -- TDM Menu

DRAFT 07/07/15

Category	#	Strategy Name	Developer or Property Management Role	Expected Reduction to Auto Trips	Required in Code?	Included in Project Description?	Assumptions
Parking	1	Parking Management - Pricing and Regulation	Price parking to encourage employees to consider alternatives to driving, promote regular turnover and discourage visitors from driving.	4.5%	Yes	No	Assumes parking price of at least \$6 / day, applies to employee & visitor trips only. Dampened somewhat to reflect urban context of San Francisco.
	2	Unbundled Parking	Separate cost of residential unit from cost of parking spaces. Require residential tenants and condo purchasers to pay extra for a reserved parking space.	1.7%	Yes	Yes	Assumes parking pricing of at least \$100/mo; applies to residential trips. Effect dampened to reflect partial inclusion in SF Guidelines.
	3	Real-time info on parking availability	Provide displays showing real-time garage occupancy in order to reduce traffic circling while searching for a space.	Project Amenity for Tenants	No	No	
Trip Reduction from Parking Strategies				6%			
Bicycle and Pedestrian	4	Bike Share Availability	Location within 1,000 walking feet of a bike share station OR dedicate space for a future bike share station.	0.1%	No	Yes	
	5	Bicycle Parking/Bike Room/Secure Bike Parking	Provide secure space for cyclists to store their bikes.	Project Amenity for Tenants	Yes	Yes	
	6	Showers and Lockers	Provide showers and lockers for bicycle commuters.	Project Amenity for Tenants	Yes	Yes	
	7	Bike Repair Station or Bike Repair Services	Provide a bike repair shop or facility within the development.	Project Amenity for Tenants	No	No	
Trip Reduction from Bike/Ped Amenities				0.1%			
Carshare	8	Subsidized Carshare Membership	Provide residents with subsidized carshare membership under terms of lease / as part of COA/HOA dues. Encourage employers to subsidize carshare for employees.	1.1%	No	No	Assumes one year of subsidized carshare membership, which leads to an increased adoption rate for residential trips only.
	9	Carshare Parking	Provide dedicated parking spaces for carsharing vehicles.	0.5%	Yes	Yes	Assumes 8 spaces are dedicated for carsharing as included in the project description. Effect is partially dampened to reflect fact that measure is included in code.
Trip Reduction from Carshare				2%			
TDM Program & Other Amenities	10	TDM Coordinator	Designate individual for each property manager / building to coordinate and market all programs and facilities in this list.	1.0%	Yes	No	
	11	Transit Subsidy (Office)	Include requirement in lease for employer tenants to provide a tax-deductible transit subsidy to employees.	3.8%	No	No	Transit subsidy is generally in form of "commuter check" participation, allowing employees to use up to \$130/month toward any qualified transit pass or Clipper Card value. Assumes 75% of employees are reimbursed \$65/month.
	12	Rideshare Program + Preferential Carpool Parking	Provide preferential spaces and/or promotional parking rates for individuals who carpool to work at the project site.	1.5%	No	No	
	13	Web-based ridematching	Encourage use of ride-matching apps and/or 511.org ridematching service. Explore solutions to offer site-specific ridematching services.	Project Amenity for Tenants	No	No	
	14	Real-time information for motorists / transit riders	Provide "transit screen" style displays showing estimated arrival times of transit routes, potentially showing traffic conditions and alerts.	Project Amenity for Tenants	No	No	
	15	On-Site Daycare/Daycare Brokerage Services	Provide on-site childcare facility or childcare brokerage service.	Project Amenity for Tenants	Yes	No	
	16	Multimodal Wayfinding Signage	Provide signage directing pedestrians and cyclists to relevant transit stops, building entrances and facilities, as well as to popular destinations.	Project Amenity for Tenants	No	Yes	
	17	Provide/Facilitate Delivery Services	Provide consolidated pick-up/drop-off schedule or arrangements with package carriers.	Project Amenity for Tenants	No	Yes	
Trip Reduction from TDM Program & Other Amenities				6%			
Trip Reduction from Full TDM Plan:				13%			

Note: The empirically developed travel demand rates included in the SF Guidelines predate current code and thus do not assume mode split adjustments based on Code compliance. Code-based measures are included because they are a part of what would be implemented to reduce project auto mode share. The City has recently indicated their preference that any mode split adjustment due to Code-required measures be dampened by 50% to account for potential variation in effectiveness of these measures. The 13% above includes Code-required measures but the menu also calls those out separately to show what the sponsor is committing to above and beyond Code.

EXHIBIT H
Art Program

Exhibit H
Arts Program

Developer shall make contributions and undertake activities to support facilities and programs for the arts and culture as set forth below.¹ The Arts Capital Funds, Arts Programming Funds and Non-Profit Arts Facilities Funds shall be paid on or before the dates specified in Exhibit D for the uses described in this Exhibit.

A. Dempster Building Transfer.

Developer shall contribute the Dempster Building as and when provided in this Agreement, to the Community Arts and Stabilization Trust ("CAST") or to another nonprofit organization, as set forth in Section 7.8 to this Agreement, to be used for a mix of organizations that provide programs and services to benefit the community, with a focus on underserved communities in the vicinity of the Project Site, and emphasizing non-profit community based arts and culture-focused organizations, as well as other community-serving uses such as youth programming and workforce development.

B. Public Art Fee.

Developer shall make Public Art Fee contributions in accordance with Section 5.4.2.1 of this Agreement. As provided therein, (i) sixty percent (60%) of the of the Public Art Fee shall be allocated to and used for capital expenditure ("Arts Capital Funds"), and (ii) forty percent (40%) shall be used for public art and cultural programming ("Arts Programming Funds"), all as described in Section 7.8 of this Agreement. In addition to the Public Art Fee contributions, Developer shall contribute Six Hundred Thousand Dollars (\$600,000) for the Non-Profit Arts Facilities Fund, as described below. The Public Art Fee and Non-Profit Arts Facilities Fund contributions shall be paid to the City Treasurer, to be distributed to the San Francisco Arts Commission ("Arts Commission") at the time and allocated as provided in Exhibit D to this Agreement for the uses set forth below.

¹ Any capitalized term used in this Exhibit that is not defined herein shall have the meaning given to such term in this Agreement.

1. Arts Capital Funds. The Arts Capital Funds shall be distributed by the Arts Commission to CAST or to another nonprofit organization, as set forth in Section 7.8 to this Agreement, to be used for the payment of capital costs, including, without limitation, the costs of interior and exterior design, engineering, and construction, relating to the redevelopment of the Dempster Building for the uses set forth in Section A above.

2. Arts Programming Funds. The Arts Programming Funds shall be distributed by the Arts Commission for use on the Project Site in accordance with its standard procedures and Planning Code Section 429 and Administrative Code Section 10-100-29 (the "Public Artwork Trust Fund"), as the same are modified by this Exhibit H. For purposes of this Section 2, references to the Arts Commission shall be to the Arts Commission acting by and through its Director of Cultural Affairs.

a. Arts Program Development, Oversight and Curation Funds. Ten percent (10%) of the Arts Programming Funds shall be distributed by the Arts Commission to CAST or such other non-profit entity designated pursuant to Section 7.8 that is operating the Dempster Building. Such funds shall be paid in the amount and at the time specified in Exhibit D and distributed annually in equal installments over an approximately five year period. Such funds shall be used to oversee, coordinate and curate public art and cultural programming in the publicly accessible open spaces within the Project Site, working in collaboration with the grantees of Arts Programming Funds pursuant to Section b. below and the Director of Cultural Affairs.

b. Arts Program Competitive Grant Funds. Ninety percent (90%) of the Arts Programming Funds shall be distributed by the San Francisco Arts Commission to San Francisco-based non-profit arts entities and artists through a competitive grant process. Such funds shall be paid in the amount and at the time specified in Exhibit D and distributed annually in equal installments over an approximately five year period. Such funds shall be used for public art and cultural programming in the publicly accessible open spaces within the Project Site. Qualifying fund uses include: (i) physical structures, exhibits or artwork, as long as the purpose is to represent the cultural history of the community and/or serve as an interactive art installation that engages

the community; (ii) arts events, cultural events and performances that are open and accessible to the public (with a focus on events that serve the immediate neighborhood) and that include options for free and/or reduced price admission; and (iii) participatory and social practice projects or other public programs that use social engagement as a medium. Consideration will be given to organizations with a demonstrated track record of leveraging funds with matching grants or other sources and/or creating partnerships with local community-based organizations in the South of Market (SoMa) area.

3. Non-Profit Arts Facilities Funds. The Non-Profit Arts Facilities Funds shall be paid at the time specified in Exhibit D and distributed by the Arts Commission to the Northern California Community Loan Fund either as a lump sum or in installments over an up to five year period to a non-profit entity for the purpose of assisting San Francisco-based non-profit entities providing arts and cultural programs with financial planning, space planning, funding sources and other technical advice associated with locating, securing and improving appropriate space for arts and cultural spaces. Consideration will be given to organizations with a demonstrated track record of advising non-profits arts and cultural institutions in the SoMa area on facilities-related issues, including working with high risk and/or disadvantaged populations.

4. Accounting. Developer shall have no right to challenge the appropriateness of or the amount of any expenditure, so long as it is used in good faith in accordance with the provisions of this Arts Program. The Public Art Fee and Non-Profit Arts Facilities Funds may be commingled with other funds of the City for purposes of investment and safekeeping, but the City shall maintain records as part of the City's accounting system to account for all the expenditures for a period of four (4) years following the date of the expenditure, and make such records available to Developer upon request.

The failure of any recipient to use funds as required by this Exhibit H shall not be a City or Developer breach of the Agreement. The City shall have no obligation to make any payment or provide any funds except for what it has received from the Developer as set forth in this Exhibit H, and Developer shall have no obligation to make any payment or provide any funds except as set forth in this Exhibit H.

5. Board Authorization. By approving the Agreement, the Board of Supervisors authorizes the City to accept and expend the Public Art Fee and Non-Profit Arts Facilities Funds paid by the Developer as set forth in this Exhibit H. The Board of Supervisors also agrees that any interest earned on any Public Art Fee and Non-Profit Arts Facilities Funds held by the City shall remain in designated accounts for arts purposes consistent with this Exhibit H and shall not be transferred to the City's general fund.

EXHIBIT I
List of Approvals

Exhibit I

List of Approvals

Planning Commission

1. Certification of the Final Environmental Impact Report (Motion No. _____, adopted _____, 2015).
2. Adoption of CEQA Findings and a Mitigation Monitoring and Reporting Program (Motion No. _____, adopted _____, 2015).
3. Approval of the Fifth and Mission Design for Development document (Resolution No. _____, adopted _____, 2015).
4. Conditional Use Authorizations for compliance with SUD/D4D (in place of Planning Code Section 309 Determination of Compliance), for buildings (and related improvements) within the project site (Motion Nos. _____, adopted _____, 2015).
5. Raising of the absolute cumulative shadow limits for Boeddeker Park pursuant to Planning Code Section 295 (joint action with Recreation and Park Commission) (Resolution No. _____, adopted _____, 2015).
6. Authorizations of office space under Proposition M of the Planning Code (Motion Nos. _____, adopted _____, 2015).
7. General Plan consistency and Section 101.1 priority policy findings (Motion No. _____, adopted _____, 2015).
8. General Plan Referral for tentative subdivision map, major encroachment permit, and North Mary improvements (Motion No. _____, adopted _____, 2015). **[Confirm timing and whether these are Subsequent Improvements and if GPR is approved by Director vs. Commission.]**

Recreation and Parks Commission

9. Raising of the absolute cumulative shadow limits for Boeddeker Park pursuant to Planning Code Section 295 (joint action with Planning Commission) (Resolution No. _____, adopted _____, 2015).

Department of Public Works

10. [Approval of parcel mergers and new subdivision maps (Order Nos _____, _____, and _____, dated _____, 2015).]
11. [Approval of encroachment permit for North Mary improvements (Order No. _____, dated _____, 2015)].

Arts Commission

12. Approval of program for administration of arts fees for arts-related capital improvements and arts programming [confirm scope of approval, including whether approvals for any Code/programs changes is required] (Resolution No. _____, dated _____, 2015).

San Francisco Municipal Transportation Agency

13. Approval of Transportation Program [confirm scope of approval, including whether approval for any Code changes is required] (Resolution No. _____, dated _____, 2015).

Board of Supervisors

14. Affirming the Certification of the Final Environmental Impact Report (Motion No. _____, adopted _____, 2015). [if required]

15. Approval of General Plan, Map and Planning Code text amendments (Ordinance Nos. _____, and _____, dated _____, 2015).

16. Approval of Development Agreement Ordinance (Ordinance No. _____, dated _____, 2015).

[17. Approval of North Mary encroachment permit (Resolution No. _____, dated _____, 2015).]

Exhibit J

Mitigation Monitoring and Reporting Program

[to be provided]

EXHIBIT K
Form of Assignment and Assumption Agreement

Exhibit K

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:

[Angela Calvillo]
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 5M**

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. [5M, LLC], a _____ and the City and County of San Francisco, a political subdivision and municipal corporation of the State of California (the "**City**"), entered into that certain Development Agreement (the "**Development Agreement**") dated as of _____, 2015 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 [OPTION: , excluding the obligation to complete the off-site improvements for the Dempster Building as set forth in Section 12.1 of the Development Agreement, which obligation is retained by Assignor]. 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 4.7 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; (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.

6. 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.

7. Notices. The notice address for Assignee under Section 14.11 of the Development Agreement shall be:

Attn: _____

With copy to:

Attn: _____

8. 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.

9. 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 L
Notice of Completion and Termination

EXHIBIT L

Notice of Completion of Building and Community Benefits

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

[5M LLC]
[address]_____

Attn: _____

(Space above this line reserved for Recorder's
use only)

THIS NOTICE OF COMPLETION OF BUILDING AND COMMUNITY BENEFITS (this "Notice") dated for reference purposes only as of this ____ day of _____, 20__, is made 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, and [5M, LLC, a _____ limited liability corporation] ("Developer") [*substitute party, if needed*].

1. The City and Developer entered into that certain Development Agreement dated as of _____, and recorded in the Official Records of the City And County of San Francisco on _____, as Document Number _____ (Book No. ____, Reel No. _____) (the "Development Agreement"). Capitalized terms used in this Notice that are not defined shall have meaning given to such terms in the Development Agreement.

2. Under Section 7.1 of the Development Agreement, when one or more Buildings have been completed and all of the Community Benefits tied to those specific Buildings have also been completed, the City agreed, upon Developer's request, to execute and record a notice of completion as it relates to the applicable Building.

3. The City confirms that the Building known as _____, located on the property described in the attached Exhibit A (the "Affected Property"), together with all of the Community Benefits tied to that Building, have been completed in accordance with the Development Agreement. All parties with an interest in the Affected Property have the right to rely on this Notice.

CITY:

Approved as to form:

CITY AND COUNTY OF SAN FRANCISCO,
municipal corporation

[DENNIS J. HERRERA], City Attorney

By: _____
Director of Planning

By: _____
Deputy City Attorney

Exhibit A

[attach legal description of Affected Property]