



SAN FRANCISCO PLANNING DEPARTMENT

Memo to the Planning Commission

HEARING DATE: AUGUST 23, 2018

Case No.: 2014-002541 DVA
Project Address: India Basin Mixed Use Project
Existing Zoning: M-1 (Light Industrial)
M-2 (Heavy Industrial)
NC-2 (Small Scale Neighborhood Commercial)
P (Public)
40-X and OS (Open Space) Height and Bulk Districts
Proposed Zoning: NC-2, MUG, P
India Basin Special Use District (SUD)
20/160-IB, OS
Block/Lot: Various Lots on Blocks 4596, 4597, 4605, 4606, 4607, 4620, 4621, 4622,
4629A, 4630, 4631, 4644, 4645, and 4646
Project Sponsor: India Basin Investment, LLC (aka BUILD)
Staff Contact: Joshua Switzky – (415) 575-6815
Joshua.Switzky@sfgov.org

Recommendation: **Approval**

On July 26, 2018, the Commission took the following actions regarding the India Basin Mixed-Use Project (“Project”): (1) adoption of the FEIR; (2) Adoption of CEQA findings; (3) approval of General Plan Amendments; (4) adoption of General Plan Findings and Planning Code section 101.1 Findings (incorporated into the GPA approval Resolution); (5) approval of Planning Code and Map Amendments; (6) adoption of Shadow findings under Planning Code Section 295; and (7) approval of the India Basin Design Standards and Guidelines (“DSG”).

The Planning Commission was provided a presentation on the proposed Development Agreement at the July 26, 2018 hearing, and the previous draft of the DA was included in that hearing’s packet. Staff had indicated that the Planning Commission would not be asked to take action on the DA until the August 23, 2018 hearing.

This packet includes an updated draft of the DA including all attachments, along with a draft approval Resolution and draft Ordinance. The updates to the draft DA since the version provided prior to the July 26 hearing include but are not limited to:

- Addition of DA language in 4.1.1 referencing sustainability elements identified in the DSG as key community benefits
- Updates to Phasing Plan (Exh. N), including addition of language providing for City first-right-of-refusal option to lease 5,000 commercial space for additional community facilities or public uses
- Access and Maintenance Requirements for Privately-Owned Community Improvements (Exh. M-2)

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

- Finance Plan (Exh. G)
- Workforce Plan (Exh. R)

The original Executive Summary is also included for informational purposes.

Attachments:

Executive Summary (July 19, 2018)

Draft Development Agreement Resolution

Draft Development Agreement Ordinance

Draft Development Agreement and Exhibits, excluding Design Standards & Guidelines document (Exhibit F) approved by Commission on July 26



SAN FRANCISCO PLANNING DEPARTMENT

Executive Summary

HEARING DATE: JULY 26, 2018

Case No.: 2014-002541ENV GPA PCA MAP DEV CWP SHD
Project Address: India Basin Mixed Use Project
Existing Zoning: M-1 (Light Industrial)
M-2 (Heavy Industrial)
NC-2 (Small Scale Neighborhood Commercial)
P (Public)
40-X and OS (Open Space) Height and Bulk Districts
Proposed Zoning: NC-2, MUG, P
India Basin Special Use District (SUD)
20/160-IB, OS
Block/Lot: Various Lots on Blocks 4596, 4597, 4605, 4606, 4607, 4620, 4621, 4622, 4629A, 4630, 4631, 4644, 4645, and 4646
Project Sponsor: Recreation and Park Department and India Basin Investments, LLC.
Staff Contact: Mathew Snyder – (415) 575-6891
Mathew.Snyder@sfgov.org

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
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SUMMARY

On July 26, 2018, the Planning Commission (“Commission”) will consider a series of approval actions related to the proposed India Basin Mixed-Use Project (“Project”). The Commission has previously reviewed the Project as part of: 1) informational hearings on June 21, 2018 and March 9, 2017; and 2) the Draft Environmental Impact Report (“DEIR”) on October 19, 2017. The Project has also been discussed at Commission in the context of the Southern Bayfront Strategy in multiple informational hearings. The Commission’s action on the Project will include the following:

1. Certification of the Final Environmental Impact Report (“FEIR”) prepared for the Project pursuant to the California Environmental Quality Act (Pub. Resources Code §§ 21,000 et seq., “CEQA”), the guidelines implementing CEQA (14 Cal. Code Regs. §§ 15,000 et seq., “CEQA Guidelines”), and the Chapter 31 of the City’s Administrative Code;
2. Adoption of CEQA Findings, including a Mitigation and Monitoring Plan (“MMRP”);
3. Recommendation to the Board of Supervisors to approve General Plan Amendments to amend the Bayview Hunters Point Area Plan, the Commerce and Industry Element, the Urban Design Element and the Recreation and Open Space Element as further described below;
4. Adopt General Plan and Planning Code Section 101.1 Consistency Findings;
5. Recommendation to the Board of Supervisors to approve Zoning Map Amendments and Planning Code Text Amendments to reclassify the site and establish the India Basin Special Use District (“SUD”);
6. Approval of the Design Standards and Guidelines (“DSG”);

7. Approval of the Development Agreement (“DA”) (Note: Approval of the DA will be continued to August 23, 2018 for final action); and
8. Adoption of Shadow Findings (Planning Code Section 295)

PROJECT DESCRIPTION

The India Basin site (the “Site”) is located within the Bayview Hunters Point neighborhood just northwest of the Hunters Point Shipyard and northeast of Hunters Point Hill. The Project analyzed under the India Basin Mixed-Use Project EIR included two main components: (1) 900 Innes Avenue and the India Basin Shoreline Park, which is being development by the Recreation and Park Department (RPD), and (2) 700 Innes and the India Basin Open Space (PRD property), which is being developed by BUILD, together encompassing 38.24 acres. The CEQA Certification and CEQA Findings are for the entire Site.

However, except for a portion of the proposed rezoning under the Planning Code Map Amendments, all other entitlement actions described here are related to the 700 Innes property developed by BUILD. The Build component, in turn, is comprised of private land owned by Build (17.2 acres), the India Basin Open Space, an RPD property that borders the site along almost the entire waterfront (6.2 acres), and unimproved right-of-way (ROW) (5.94 acres) for a total of 29.26 acres.

The proposed project (the “Project”) will be built in up to three phases with residential, commercial, and open space uses in each phase along with a new street network. BUILD will also improve the India Basin Open Space”) that borders the site along almost the entire waterfront into enhanced wetlands, a boardwalk, and a beach. Except for one residential structure located on Earl Street, which is proposed to be relocated within the Site, there are no current active uses on the Site.

The proposal consists of up to 3,462,550 gross square feet of total new development, including: 1,506,324 gsf of residential space (up to 1,575 units), 209,106 gsf of non-residential space, up to 1,800 vehicle spaces and 1,575 bicycle spaces, and 676,052 sq. ft. (15.5 acres) of new or improved publicly accessible open space, including the approximately 5-acre “Big Green” and an enhanced India Basin Open Space, among other public plazas, promenades and open areas. The commercial space could include office development, possible community / institutional uses, smaller scale PDR, and retail uses.

The Project would be divided up into three main geographic areas: (1) the Hillside, located on the southern portion of the site that slopes downward from Innes to New Hudson (a newly proposed street); (2) the Flats, the flat portion of the site east of New Hudson; and (3) the Cove, located at the northern portion of the site. Three shared, centralized, mostly subterranean garages are proposed to be constructed under each of these three areas.

Heights of buildings would range between 20 feet and 160 feet and would generally step with the site’s terrain down toward the water. A majority of the buildings would be 4, 5, and 6 stories in height. The buildings closest to the Bay would include between 8 and 12 “micro parcels” ranging from 20-25 feet wide with a maximum height limit of 30 feet. Buildings taller than 80 feet would be limited to two 160-foot tall buildings -- one located at the primary entrance to the Site on Arelious Walker and Innes Avenue and the other located in the Cove at New Hudson Avenue.

The Big Green would be an approximately 5.5-acre, publicly owned and accessible open space supporting grasslands, a wet meadow, and recreational areas such as a children’s play area, an off-leash dog area, a

stormwater bioretention ponds, swales, and planters. The Big Green will be permanently deeded to the City and will be transferred to the jurisdiction of the Port of San Francisco (“the Port”); it will be managed by the Recreation and Parks Commission under an agreement with the Port. The Recreation and Parks Commission owns the adjacent India Basin Open Space.

The shoreline would include wetlands and natural areas suitable for existing and new habitats, diverse ecologies and waterfront access. A terraced boardwalk and overlooks are proposed at the top of the bank allowing visitors to experience the dynamic tidal marshes without disturbing the habitat. Located on the East shoreline of the Project midway up the bank would be a perched sand area (the “Perched Beach”) that provides recreational amenities at the Bay’s edge. Adjacent to the perched beach will be a building housing concessions, rentals, and amenities for the public that will serve the southern section of the park. The Cove Terrace, another publicly owned open space, would offer an urban waterfront experience.

Immediately adjacent to the Big Green would be the primary public gathering space, a centrally located hardscaped plaza area that would be used as a public market (“The Public Market”). The Public Market, which would be privately owned but publicly accessible, would include flexible pavilions designed to be modular and evolve over time providing seating, shade, community spaces and stalls for local vendors and artisans, as well as restrooms and other park amenities.

Other privately owned publicly accessible open spaces would include the Town Triangle, a plaza and secondary gathering space for residents and visitors to the Flats and Hillside; the Transit Plaza, a multi-modal transportation hub at Innes Ave and Arelious Walker, and several intimate pocket plazas, and public access easements and laneways that will break up the large (600’) blocks.

The Project’s circulation and open space would be designed to connect with and complement the adjacent planned public open spaces that flank the Site on either side, specifically at 900 Innes (a property owned by the San Francisco Recreation and Parks Department (“RPD”)) and Hunters Point Shipyard’s Northside Park.

ENVIRONMENTAL REVIEW

On September 17, 2017, the Department published the India Basin Mixed-Use Project Draft Environmental Impact Report (“DEIR”) for public review (Case No. 2014-002541ENV). The DEIR was available for public comment until October 30, 2017.

On October 19, 2017, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting to solicit comments regarding the DEIR.

On July 11, 2017, the Department published a Comments and Responses document, responding to comments made regarding the DEIR.

On July 26, 2018, the Commission will consider certification of the Final Environmental Impact Report (“FEIR”) for the Project, and will determine if it is adequate, accurate and complete.

In addition, on July 26, 2018, the Commission must adopt the CEQA Findings for the FEIR, prior to the approval of the Project (See Case No. 2014-002541GPA PCA MAP DVA CWP).

HEARING NOTIFICATION

TYPE	REQUIRED PERIOD	REQUIRED NOTICE DATE	ACTUAL NOTICE DATE	ACTUAL PERIOD
Classified News Ad	20 days	July 6, 2018	July 4, 2018	22 days
Posted Notice	n/a	Not Required	n/a	n/a
Mailed Notice	20 days	July 6, 2018	July 6, 2018	20

PUBLIC COMMENT

The Project Sponsor has engaged in a robust community outreach program throughout the development of the Project, which has been under development for many years. Build's public engagement has included, but has not been limited to, the convening of two community working groups, one to discuss the immediate India Basin community's interests and concerns, and the other to discuss the greater Bayview community's interests and concerns. Build's community engagement included roughly 125 community meetings, workshops and presentations, including the two working groups above, presentations to the Bayview Hunters Point CAC, the Hunters Point Shipyard CAC, the India Basin Neighborhood Associations meetings, and the Planning Commission.

Recently, some community members have expressed concern regarding the heights of the Project, particularly regarding the two structures that would reach 160-feet in height (see further discussion below).

The owner of 748 Innes, the Russian Banya Baths, have expressed concern about the proposed heights of immediate adjacent buildings, and the soil conditions of the site.

Some community members have expressed a desire to see, as a part of the community benefits package associated with the DA, funds be made available to the Bayview community for general community development in addition to those currently delineated in the Community Benefits Package.

PLANNING COMMISSION REQUIRED ACTIONS FOR THE PROJECT

As summarized above, the Commission must take several actions to approve the Project. These actions include:

Certification of the FEIR and adoption of CEQA Findings.

General Plan Consistency Findings

The Commission must adopt findings of General Plan consistency for all approval and implementation actions related to the project. These findings are included in the first approval action being considered by the Commission, which is consideration of the ordinance to amend the General Plan.

General Plan

The subject General Plan Amendments would amend: (1) the Bayview Hunters Point Area Plan by removing Policy 1.6 and Figure 6, which identifies the majority of 700 Innes as industrial; (2) Urban Design Element Map 4 by establishing maximum heights consistent with the proposal; (3) Commerce and Industry Element Map 3 by removing the industrial designation on the site; (4) Recreation and Open

Space Element Policy 2.4 by removing the reference to the India Basin Shoreline Plan, a previous plan that was proposed but never officially adopted.

Planning Code Map and Text Amendment – India Basin Special Use District (SUD)

On June 21, 2018, Supervisor Malia Cohen initiated the ordinance that would amend the Planning Code to establish the India Basin SUD and make other conforming Code amendments.

The SUD will provide specific land use and development controls for the project site, which encompasses the Build property at 700 Innes Avenue, the public rights-of-way within the boundaries of the site and the surrounding India Basin Open Space. The India Basin SUD sets forth the zoning requirements for the site, including:

- Uses, including allowed uses per parcel and ground floor requirements;
- Building Standards, including Off-Street Parking, Bicycle Parking, Dwelling Unit Exposure, Open Space for Dwelling Units, Permitted Obstructions and Signage;
- Incorporation by reference of the Design Controls document, which contains additional standards and guidelines for development of the site

In addition, the SUD outlines the design review process for the Development Phases, Vertical Improvements and Minor/Major Modifications to Building Standards. The Design Review procedures include:

- Phase Approval: An overarching “Phase application” will be submitted to the Department for approval in accordance with a Development Agreement (“DA”). The Phase approval would assure that the Master Developer is moving forward with infrastructure and community improvements at the same time as the development of the buildings (Vertical Improvements). The Phase approval is required before Planning can begin review on a specific Vertical Improvement.
- Design Review and Approval of Vertical Improvements and Privately-Owned Horizontal Improvements: Design review and applications for Vertical Improvements (new construction of a building or any later expansion/major alteration or addition to a previously-approved building) and Privately-Owned Horizontal Improvements (eg Town Triangle, Public Market) will be submitted to Planning. Planning staff shall review these applications for consistency with the SUD and the DSG. The Planning Director shall have discretion over minor modifications (deviation of less than 10 percent from any dimensional or numerical standard in the SUD and the DSG), while the Planning Commission shall review and approval any major modification. Other than major modifications, the Planning Director would approve all Vertical Improvements and Privately-Owned Horizontal Improvements.

Zoning Map Amendments

The same ordinance introduced on June 21, 2018 by Supervisor Malia Cohen would also amend the Zoning Map and Height and Bulk District Map for the project site. As indicated above, the Site would be included within the new India Basin SUD. The portion of the project that is planned for development would also be rezoned from its underlying M-1(Light-Industrial) designation to MUG (Mixed-Use General) as a way to indicate its intent of mixed-use and not light industrial development.

Notwithstanding the underlying MUG designation, the requirements outlined in the new SUD would control. The Zoning Map amendment would also rezone the RPD land from any remnants of NC-2, M-1 and M-2 zoning to P (Public) to indicate its intended public use.

The entire site is currently within a 40-X Height and Bulk designation. The portion of the site slated for development would be rezoned to a 20/160-IB Height and Bulk District, which would, in turn, refer to the India Basin SUD for fine-grained height regulations. The portion of the site currently within RPD jurisdiction would be rezoned with an "OS" (Open Space) Height and Bulk Designation, to again, indicate its planned use for open space.

Design Standards and Guidelines Document (DSG)

The DSG articulates a vision and goals for the character of the overall project, and provides specificity on aspects of land use, building frontage, open space, streets and streetscapes, parking and loading, buildings, lighting, and signage. The scope of the DSG is expansive, and includes standards and guidelines for each topic area. The following is a summary of the main chapters of the DSG:

- *Land Use:* The site would be divided up into several sub-land use zones that would indicate a breadth of allowable land uses or set aside a zone for publicly accessible recreation and open space. Land use zones would vary in their flexibility with the larger sites along Innes (also referred to as the Hillside and Cove) allowing a wider range of uses. Zones further into the interior of the site would be more restrictive to residential uses to varying degrees. Certain ground floor land uses, such as retail and other active uses, would also be required in some contexts, particularly along primary pedestrian streets, such as New Hudson, which is envisioned as the site's main retail street.

Open Space Network: The Project will create or improve approximately 15 acres including the Big Green, Public Market, Town Triangle, and several smaller plazas and pathways throughout.

Streets and Streetscapes: The Project will establish a new street network, which will connect the project site to the larger City and the Hunters Point neighborhood. The street will be designed in compliance with the India Basin Transportation Plan and Infrastructure Plans, both of which are adopted along with the DA.

- *Parking and Loading:* The DSG allows for the construction of a maximum of 1,800 parking spaces in below grade or fully wrapped parking structures. The parking is proposed to be provided in three shared structures that will also provide public parking for those visiting the new open space resources.
- *Buildings:* The Project establishes standards and guidelines for massing and architecture, streetwall, building base and ground floor, facades and materiality, projections, roofs, residential building elements and open space, garages and service entry design, and sustainability. The DSG emphasizes design considerations for pedestrians by including robust requirements for activation, modulation, and scaling building frontages with respect to the scale and function of the adjacent street or open space.

Development Agreement (DA)

The Development Agreement (DA) is a contract between the City and the developer (Build) that vests to the Developer master entitlement to construct the project in exchange for public benefit obligations of the developer above and beyond those provided by typical code-compliant projects. The DA “runs with the land” for a period of 25 years (i.e. transfers to any new parties, in case that Build sells all or part of the land, including future HOAs). Among other things, the DA gives the master developer the right to develop the Project in phases in accordance with the DA, requires certain public benefits, describes the application of existing and future City laws, and establishes fees and exactions. Key provisions of the DA include:

- *Open Space:* Creation or improvement of approximately 14 acres of public open space, including improvement of RPD’s India Basin Open Space, creation of the Big Green and dedication to RPD, Public Market and Town Triangle as well as publicly accessible plazas, bicycle trails and pedestrian pathways and spaces throughout the site.
- *Affordable Housing:* The Project would create a significant amount of affordable housing units. The affordable housing plan will facilitate development of 25% of all residential units built within the project site as below market rate units, inclusionary units or in lieu fee units. A minimum of 319 affordable units will be built as either on-site inclusionary or in dedicated parcels within the site. The project may fee out on up to 300 market-rate units, generating an in-lieu fee for up to 75 offsite affordable units that can be satisfied through either new construction or acquisition rehabilitation exclusively in Supervisor District 10.
- *Sustainability and Sea Level Rise Protection:* The Project would implement sustainability measures to enhance livability, health and wellness, mobility and connectivity, climate protection, resource efficiency, and ecosystem stewardship and provide funding sources through the formation of a Community Facilities (Special Tax) District that the City will use to implement protections along the Southern Bayfront shoreline from future sea level rise.
- *Maintenance of Public Spaces and other Areas:* A separate services-only Community Facilities (Special Tax) District will be established to provide approximately \$1.5 million annual private financing by the project for the cost of long-term management and maintenance of public spaces and certain portions of public rights-of-way with improvements that exceed basic city standards.
- *Transportation:* The Project would construct major new transportation infrastructure and would contribute toward other transportation and other infrastructure critical to serving India Basin through payment of a Transit Impact Fee, estimated at approximately \$10 million. The Project includes a robust Transportation Demand Management program with a requirement to reduce single occupancy vehicle trips by 20% from baseline metrics. This requirement was identified as part of the environmental review process.
- *Jobs & Workforce Development Program:* The Project will implement a robust workforce commitment program to encourage local business participation, including LBE participation goal of 17% as established by the City’s Contract Monitoring Division as well as participation in the City’s First Source Hiring Requirements. The sponsor will further provide resources to support community-based organizations that provide barrier removal services and job readiness training for individuals within at-risk populations.
- *Community Facilities.* If requested, the Project will make available to the City up to 5,000 gsf of space at market rate for community facilities.

In conjunction with the Development Agreement, it is proposed that the Board of Supervisors would approve various transactional documents, including the State Lands Trust Exchange Agreement, which is an agreement between the master developer and the Port. Other City agencies retain a role in reviewing and issuing later approvals for the Project (for example, subdivision of the site and construction of infrastructure and other public facilities), as memorialized in the DA and other implementing documents. It is also proposed as part of approval of the DA that the City will consent to waive or modify certain procedures and requirements under existing Codes in consideration of alternative provisions in the DA.

Shadow Impact Finding (Section 295)

Pursuant to Planning Code Section 295, no net new shadow is allowed to be created by new development on any property under the jurisdiction of, or designated for acquisition by, Recreation and Park Department property unless the Planning Commission, in consultation with Recreation and Park's General Manager and the Recreation and Park Commission, makes findings that the new shadows are insignificant and not adverse to the use of the park property. Incorporated into the environmental review for the Project is a detailed shadow analysis prepared pursuant per Department standards. The analyses describe net new shadows¹ cast on adjacent parks (India Basin Open Space, India Basin Shoreline Park, and 900 Innes) by the Project. For the Project, the EIR found the new shadows to be insignificant and not adverse to use of the parks. Planning staff is requesting that the Planning Commission adopt Shadow Impact Findings for the entire site to enable development to move forward as provided for in the DA, DSG and SUD and obviating the need for separate shadow analyses and multiple Commission actions for each future building permit.

Consistent with the EIR, Planning staff finds that the shadow impacts are neither significant nor adverse. The draft Motion for the shadow findings detail the additional percentage of additional shadow would be added to the respective open spaces. The respective open spaces are not subject to the maximum cap of shadow. Additional shadow is permitted on these open spaces as long as the new shadow would not adversely affect use of the park.

ISSUES AND OTHER CONSIDERATIONS

- The India Basin Mixed-Use Project is one of the Southern Bayfront Strategy projects. The Southern Bayfront Strategy is a framework the City has used to negotiate several large scale master development sites that are being developed under development agreements. Staff has concluded that the DA negotiated for Build meets the goals of the Southern Bayfront Strategy to deliver community benefits in the way of contributing to a high quality waterfront, community facilities and affordable housing particularly suited for the India Basin context.
- A portion of the proposed Big Green and India Basin Open Space will become subject to the State Lands Trust. Therefore, the Port technically would have jurisdiction over the property. The Port

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

will enter into an agreement with RPD to operate and manage the Big Green. of the park assets and would be treated as any other RPD property.

- As noted above, there has been community concern expressed about the heights some of the taller buildings and the precedent that could be set for later development in nearby areas. BUILD has provided alternative development scenarios as part of the EIR review process that shifted the development away from the 160-foot tall buildings to other portions of the site. Staff has concluded that these alternative scenarios would create a less desirable built environment with bulkier podium buildings that would have negative impact to the quality of the streets and adjacent open spaces, including potentially greater shadows on the new public open space. Removing portions of the taller buildings without replacing them elsewhere would result in fewer units, thereby reducing the production of much needed housing, and requiring community benefits be reduced commensurate with the reduction in development. Notably, the current entire privately-owned site is zoned uniformly for development under M-1 at 40 feet with no bulk limitations; the current proposal dedicates several acres of this land permanently for public open space to augment the Bayview's public waterfront open space, enabled by shifting this development capacity to upland portions of the site.
- As noted above, Build has convened over 125 community meetings and presentations regarding this Project. They have convened two separate working groups to discuss issues and concerns of neighbors in the immediate neighborhood and one for the larger Bayview.

REQUIRED COMMISSION ACTION

In order for the Project to proceed, the Commission must:

- 1) Certify the FEIR pursuant to the CEQA;
- 2) Adopt CEQA Findings, including a statement of overriding considerations and a MMRP";
- 3) Recommend that the Board of Supervisors approve the ordinance amending the General Plan including amendments to the Bayview Hunters Point Area Plan, the Urban Design Element, the Recreation and Open Space Element, and the Commerce and Industry Element;
- 4) Recommend that the Board of Supervisors approve the ordinance amending the Planning Code to establish the India Basin Special Use District, and amend the associated Zoning Maps;
- 5) Adopt the proposed the India Basin Design Standards and Guidelines document;
- 6) Recommend that the Board of Supervisors approve the Development Agreement (DA) for the Project; and
- 7) Make master Shadow Impact Findings under Section 295 of the Planning Code.

BASIS FOR RECOMMENDATION

- The Project will add a substantial number of housing units, including affordable housing units in an underutilized site along the Bayshore while dedicating and improving substantial waterfront acreage to the City to augment the public open space system in an area lacking in such amenities and waterfront access.

- The site is currently underutilized, and the addition of new ground-floor retail spaces, new streets and public amenities, and publicly-accessibly open spaces will enliven the streetscape and will provide new access to the waterfront.
- The Design Standards and Guidelines document will provide specific guidance for the character of the overall Project, resulting in high-quality architecture, extensive streetscape and public realm improvements, and abundant publicly-accessible open space.
- The Development Agreement will provide substantial public benefits in areas including affordable housing, funding for transportation improvements, workforce development, and historic preservation, among other benefits.
- The Project is, on balance, consistent with the Goals, Policies, and Objectives of the General Plan.

RECOMMENDATION: Recommend to the Board of Supervisors approval of the General Plan Amendments, Planning Code Text and Map Amendments, the DA (to be scheduled August 23, 2018), and adoption of approval of the DSG.

Attachments:

General Plan Amendments

- Draft Resolution
- Draft Ordinance
- Exhibit: General Plan Maps with notated proposed changes

Planning Code Text and Map Amendments

- Draft Resolution
- Draft Ordinance
- Exhibit: Zoning Maps with notated proposed changes

Development Agreement

- Draft Resolution
- Draft Ordinance
- Draft Development Agreement

Shadow Findings

- Draft Motion**
- Shadow Study**

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SAN FRANCISCO PLANNING DEPARTMENT

Planning Commission Resolution No.

HEARING DATE: AUGUST 23, 2018

Case Nos.: 2014-002541ENV PCA MAP DVA CWP
India Basin Mixed-Use Project and 900 Innes Avenue

Zoning: Existing: NC-2 / M-1 / M-2 / P
40-X Height and Bulk
Proposed: NC-2 / Mixed Use General (MUG)
India Basin Special Use District
20/160 – IB Height and Bulk

Blocks/Lots: 4644/001-018, 004, 004A, 005, 005S, 006, 006A, 007, 008, 009,
010, 010A, 010B, 010C, 011; 4631/001, 002; 4620/001, 002; 4607/025,
024; 4596/ 026; 4597/ 026; 4606/ 026, 100; 4621/016, 018, 021, 100, 101;
4630/005, 007, 100; 4645/001, 003A, 004,006, 007, 007A, 010, 010A, 011,
012, 013; 4630/002; 4645/014, 015

Project Sponsor: India Basin Investment, LLC
c/o BUILD
315 Linden Street
San Francisco, CA 94102

Staff Contact: Joshua Switzky – (415) 575-6815
Joshua.Switzky@sfgov.org

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

Reception:
415.558.6378

Fax:
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Information:
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RESOLUTION RECOMMENDING THAT THE BOARD OF SUPERVISORS APPROVE A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND INDIA BASIN INVESTMENT LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, FOR A CERTAIN REAL PROPERTY GENERALLY BOUNDED BY INNES AVENUE ON THE SOUTHWEST, THE GRIFFITH STREET RIGHT-OF-WAY ON THE NORTHWEST, THE SAN FRANCISCO BAY ON THE NORTHEAST AND THE EARL STREET RIGHT-OF-WAY ON THE SOUTHEAST (LARGELY EXCLUDING PARCELS WITH STRUCTURES), ALTOGETHER CONSISTING OF APPROXIMATELY 24 ACRES, FOR A 30-YEAR TERM AND ADOPTING VARIOUS FINDINGS, INCLUDING FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND PLANNING CODE SECTION 101.1.

WHEREAS, Chapter 56 of the San Francisco Administrative Code sets forth the procedure by which a request for a development agreement will be processed and approved in the City and County of San Francisco.

WHEREAS, the Development Agreement would enable the India Basin Mixed-Use Project (“Project”). The Project proposal includes developing approximately, 1,575 units, 209,000 of commercial

use, 1,800 off street parking space, 1,575 bicycle parking spaces, and 15.5 acres of publicly accessible open space. The Project also includes construction of transportation and circulation improvements, new and upgraded utilities and infrastructure, geotechnical and shoreline improvements and other green infrastructure.

WHEREAS, the Board will be taking a number of actions in furtherance of the Project, including the adoption of the India Basin Special Use District (“SUD”) which refers to an associated Design Standards and Guidelines document (“DSG”), and Zoning Map amendments, which together outline land use controls and design guidance for both horizontal and vertical development and improvements to the site.

WHEREAS, in furtherance of the Project and the City’s role in subsequent approval actions relating to the Project, the City and India Basin Investment LLC (Developer) negotiated a development agreement for development of the Project site, a copy of which is attached as Exhibit A (the “Development Agreement”).

WHEREAS, the City has determined that as a result of the development of the Project site in accordance with the Development Agreement, clear benefits to the public will accrue that could not be obtained through application of existing City ordinances, regulations, and policies, as more particularly described in the Development Agreement. The Development Agreement will eliminate uncertainty in the City’s land use planning for the Project site and secure orderly development of the Project site consistent with the DSG.

WHEREAS, the Development Agreement shall be executed by the Director of Planning, and City Attorney subject to prior approval by multiple City Commissions and the Board of Supervisors.

WHEREAS, on July 26, 2018, the Planning Commission reviewed and considered the Final EIR for the India Basin Project (“FEIR”) and found the FEIR to be adequate, accurate and objective, thus reflecting the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR, and certified the FEIR for the Project in compliance with the California Environmental Quality Act (“CEQA”), the CEQA Guidelines and Chapter 31 by Motion No. 20247.

WHEREAS, on July 26, 2018, the Commission by Motion No. 20248 approved CEQA Findings, including adoption of a Mitigation Monitoring and Reporting Program (MMRP), under Case No. 2014-002541ENV, for approval of the Project, which findings and MMRP are incorporated by reference as though fully set forth herein.

WHEREAS, on July 26, 2018, by Motion No. 20251 the Commission adopted findings in connection with its consideration of, among other things, the adoption of amendments to the Planning Code, under CEQA, the State CEQA Guidelines and Chapter 31 of the San Francisco Administrative Code and made certain findings in connection therewith, which findings are hereby incorporated herein by this reference as if fully set forth.

WHEREAS, on July 26, 2018, by Motion 20250, the Commission adopted findings regarding the Project’s consistency with the General Plan and Planning Code Section 101.1, including all other approval actions associated with the project therein, which findings are hereby incorporated herein by this reference as if fully set forth.

WHEREAS, on August 23, 2108, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting on the proposed Development Agreement.

WHEREAS, the Planning Commission finds that holding this hearing to recommend approval of the Development Agreement to the Board of Supervisors after the hearing where it recommended approval of the Planning Code and Map Amendments furthers the public interest, by giving the public full notice and ample opportunity to consider the Development Agreement.

WHEREAS, as a part of the requirements of the Development Agreement, the Project Sponsor has committed to implementing a Transportation Plan / Transportation Demand Management Plan, that among other commitments, includes a goal of reducing estimated aggregate daily one-way vehicle trips associated with the 700 Innes and India Basin Open Space properties by at 20 percent compared to the aggregate daily one-way vehicle trips identified in the project-related Transportation Impact Study. The Mitigation Monitoring Reporting Program requires that such trips be reduced by at least 15 percent, therefore the new 20 percent target is consistent with this requirement.

NOW THEREFORE BE IT RESOLVED, that the Planning Commission hereby recommends that the Board of Supervisors approve the Development Agreement, in substantially the form attached hereto as Exhibit A.

AND BE IT FURTHER RESOLVED, that the Commission finds that the application, public notice, Planning Commission hearing, and Planning Director reporting requirements regarding the Development Agreement negotiations contained in Administrative Code Chapter 56 required of the Planning Commission and the Planning Director have been substantially satisfied in light of the regular meetings held for the last two and a half years, the multiple public informational hearings provided by the Planning Department staff at the Planning Commission, the information contained in the Director's Report regarding the India Basin Development Agreement negotiations, and the mailed and published notice issued for the Development Agreement.

AND BE IT FURTHER RESOLVED, that the Commission authorizes the Planning Director to take such actions and make such changes as deemed necessary and appropriate to implement this Commission's recommendation of approval and to incorporate recommendations or changes from the Port Commission, San Francisco Municipal Transportation Agency (SFMTA) Board of Directors, the San Francisco Public Utilities Commission (SFPUC), the Recreation and Park Commission (RPD) and/or the Board, provided that such changes taken as a whole do not materially increase any obligations of the City or materially decrease any benefits to the City contained in the Development Agreement attached as Exhibit A.

I hereby certify that the Planning Commission ADOPTED the foregoing Resolution on Thursday, August 23, 2018.

Resolution NO.
Hearing Date: August 23, 2018

CASE NO. 2014-002541DVA
India Basin Mixed-Use Project

Jonas P. Ionin
Commission Secretary

AYES:

NAYS:

ABSENT:

ADOPTED:

1 [Development Agreement - India Basin Investment LLC - India Basin Project - Innes Avenue
2 at Griffith Street]

3 **Ordinance approving a Development Agreement between the City and County of San**
4 **Francisco and India Basin Investment LLC, a California limited liability company, for**
5 **the India Basin Project at the approximately 28-acre site located at Innes Avenue**
6 **between Griffith Street and Earl Street, with various public benefits, including 25%**
7 **affordable housing and 11 acres of parks and open space; making findings under the**
8 **California Environmental Quality Act and findings of conformity with the General Plan,**
9 **and with the eight priority policies of Planning Code, Section 101.1(b); approving a**
10 **Public Trust Exchange Agreement, making public trust findings, and authorizing the**
11 **transfer and acceptance of real property and the recording of a land use covenant**
12 **consistent with the Public Trust Exchange Agreement; approving specific development**
13 **impact fees and waiving any conflicting provision in Planning Code, Article 4, or**
14 **Administrative Code, Article 10; confirming compliance with or waiving certain**
15 **provisions of Administrative Code, Chapters 14B, 23, 56, and 82 and Subdivision Code,**
16 **Section 1348, and ratifying certain actions taken in connection therewith.**

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

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

24 Section 1. Project Findings.

25 The Board of Supervisors makes the following findings:

1 (a) California Government Code Sections 65864 et seq. authorizes any city, county,
2 or city and county to enter into an agreement for the development of real property within the
3 jurisdiction of the city, county, or city and county.

4 (b) Chapter 56 of the San Francisco Administrative Code ("Chapter 56") sets forth
5 certain procedures for the processing and approval of development agreements in the City
6 and County of San Francisco (the "City").

7 (c) India Basin Investment LLC, a California limited liability company ("Developer")
8 owns the approximately 14.7 acre site along Innes Street, between Earl and Griffith Streets,
9 and holds options to purchase an additional 2.4 acres of adjacent land (the "Developer
10 Property"). The City owns approximately 6.2 acres of open space along the shoreline,
11 adjacent to the Developer Property, together with various street areas (the "City Property",
12 together with the Developer Property, the "Project Site").

13 (d) Developer filed an application with the City's Planning Department for approval
14 of a development agreement relating to the Project Site (the "Development Agreement")
15 under Chapter 56. A copy of the Development Agreement is on file with the Clerk of the
16 Board in File No. _____.

17 (e) The Developer proposes a mixed use development on the Project Site that will
18 include a new publicly accessible network of improved parkland and open space and a mixed-
19 use urban village, including up to 1,575 dwelling units, and 676,052 square feet (15.5 acres)
20 of publicly accessible open space, and approximately 59,500 square feet of public and private
21 open space, all as more particularly described in the Development Agreement (the "Project").

22 (f) As set forth in the Development Agreement, the City agrees to initiate the
23 process to vacate portions of Hudson Avenue, Griffith Street, Arelious Walker Drive and Earl
24 Street and, following any vacation and satisfaction of any applicable City conditions, to convey
25 the underlying land to Developer in connection with the land assembly required for the Project

1 (the "Street Vacation Actions"). In return, Developer will convey certain land to the City.

2 (g) Concurrently with this Ordinance, the Board is taking a number of actions in
3 furtherance of the Project, as generally described in the Development Agreement, including
4 Exhibit D to the Development Agreement (the "Approvals").

5 (h) While the Development Agreement is between the City, acting primarily through
6 the Planning Department, and Developer, other City agencies retain a role in reviewing and
7 issuing certain later approvals for the Project. Later approvals include approval of subdivision
8 maps and plans for horizontal improvements and public facilities, design review and approval
9 of new buildings, actions relating to the Street Vacations Actions, and acceptance of
10 Developer's dedications of horizontal improvements and parks and open spaces for City
11 maintenance and liability under the Subdivision Code. As a result, affected City agencies
12 have consented to the Development Agreement.

13 (i) The Project is anticipated to generate an annual average of approximately ____
14 construction jobs and, upon completion, approximately ____ net new permanent jobs and an
15 approximately \$_____ annual increase in general fund revenues to the City. In addition
16 to the significant housing, jobs, urban revitalization, and economic benefits to the City from the
17 Project, the City has determined that development of the Project under the Development
18 Agreement will provide additional benefits to the public that could not be obtained through
19 application of existing City ordinances, regulations, and policies. Additional public benefits to
20 the City from the Project include: (1) an increase in affordable housing that exceeds amounts
21 otherwise required and will equal twenty five percent (25%) of the total number of housing
22 units for the Project; (2) workforce obligations, including significant training, employment and
23 economic development opportunities as part of the development and operation of the Project;
24 (3) construction and maintenance of the publicly accessible open space, totaling
25 approximately eleven (11) acres of parks and the improvement of existing City Property along

1 the shoreline; (4) child care space to serve not less than 50 children; and (5) sea level rise
2 improvements as part of the development, and future funding for additional future sea level
3 rise improvements; all as further described in the Development Agreement. The Development
4 Agreement will eliminate uncertainty in the City's land use planning for the Project Site and
5 secure orderly development.

6 (j) In particular, the City intends to create a series of contiguous, integrated
7 waterfront parks, including both the India Basin Open Space and the Big Green, as well as the
8 neighboring 900 Innes and India Basin Shoreline Park (collectively, the "India Basin Park
9 System"), for the benefit of the southeast community and the residents of San Francisco and
10 California at large. The City further intends to connect the India Basin Park System to the
11 Northside Park, when completed as part of the Candlestick/Hunters Point Shipyard
12 development project.

13 (k) Funding for maintenance of the India Basin Park System will include special
14 taxes under a community facilities district (CFD) to be formed by Developer and the City, as
15 more particularly described in the Financing Plan attached to the Development Agreement.
16 The CFD funds also will be available to pay for future sea level rise improvements.

17 (l) To assemble the land for the Project development, including the City's no-cost
18 acquisition of land from Developer for the Big Green, the City, the State Lands Commission
19 and Developer will enter into a public trust exchange agreement, substantially in the form
20 attached to the Development Agreement (the "Public Trust Exchange Agreement"). The City
21 will record a land use covenant against specified lands subject to the public trust that will be
22 placed under the Port's jurisdiction for purposes of the trust, but that will be maintained and
23 operated by the Recreation and Park Department.

24 Section 2. CEQA Findings.

25 On _____, by Motion No. _____, the Planning Commission certified as

1 adequate, accurate and complete the Final Environmental Impact Report ("FEIR") for the
2 Project pursuant to the California Environmental Quality Act (California Public Resources
3 Code Section 21000 et seq.) ("CEQA"). A copy of Planning Commission Motion No.
4 _____ is on file with the Clerk of the Board of Supervisors in File No. _____.
5 Also on _____, by Motion No. _____, the Planning Commission adopted findings,
6 including a rejection of alternatives and a statement of overriding considerations (the "CEQA
7 Findings") and a Mitigation Monitoring and Reporting Program ("MMRP"). These Motions are
8 on file with the Clerk of the Board of Supervisors in File No. _____. In accordance with
9 the actions contemplated herein, this Board has reviewed the FEIR and related documents,
10 and adopts as its own and incorporates by reference as though fully set forth herein the
11 CEQA Findings, including the statement of overriding considerations, and the MMRP.

12 Section 3. General Plan and Planning Code Section 101.1(b) Findings.

13 (a) The Board of Supervisors shall consider companion legislation that adopts
14 public necessity findings of Planning Code Section 302 and General Plan amendments. A
15 copy of the companion legislation is on file with the Clerk of the Board of Supervisors in File
16 No. _____ and is incorporated herein by reference.

17 (b) For purposes of this Ordinance, the Board of Supervisors finds that the
18 Development Agreement will serve the public necessity, convenience and general welfare for
19 the reasons set forth in the companion legislation identified in subsection (a).

20 (c) For purposes of this Ordinance, the Board of Supervisors finds that the
21 Development Agreement is in conformity with the General Plan, as proposed to be amended,
22 and the eight priority policies of Planning Code Section 101.1 for the reasons set forth in the
23 companion legislation identified in subsection (a).

24 Section 4. Public Trust Findings.

25 At a public hearing on _____, 2018, the Port Commission consented to the

1 Development Agreement and approved the Public Trust Exchange Agreement, subject to
2 Board of Supervisors' approval, finding that the Project would be consistent with and further
3 the purposes of the common law public trust and statutory trust under the Burton Act (Stats.
4 1968, ch. 1333) by Resolution No. _____, a copy of which is in Board File
5 No. _____. The Board of Supervisors adopts and incorporates in this Ordinance
6 the Port Commission's public trust findings.

7 Section 5. Development Agreement.

8 (a) The Board of Supervisors approves all of the terms and conditions of the
9 Development Agreement, in substantially the form on file with the Clerk of the Board of
10 Supervisors in File No. _____.

11 (b) The Board of Supervisors approves and authorizes the execution, delivery and
12 performance by the City of the Development Agreement as follows: (i) the Director of
13 Planning and (other City officials listed thereon) are authorized to execute and deliver the
14 Development Agreement, with signed consents of the Port Commission, the Municipal
15 Transportation Agency, the San Francisco Public Utilities Commission, the Recreation and
16 Park Commission, and the San Francisco Fire Department, and (ii) the Director of Planning
17 and other applicable City officials are authorized to take all actions reasonably necessary or
18 prudent to perform the City's obligations under the Development Agreement in accordance
19 with the terms of the Development Agreement. Without limiting the foregoing, (A) the Port
20 Director, the Recreation and Park Department General Manager, and the Director of Property
21 are authorized to execute and perform all City obligations under the Public Trust Exchange
22 Agreement substantially in the form attached to the Development Agreement, and (B) the
23 Director of Public Finance and the Controller are authorized to take all preliminary actions
24 required to form the CFD as described in the Financing Plan, provided the actual CFD
25 formation documents and issuance of debt will be subject to the review and approval of the

1 Board of Supervisors.

2 (c) The Director of Planning, at his or her discretion and in consultation with the City
3 Attorney, is authorized to enter into any additions, amendments or other modifications to the
4 Development Agreement that the Director of Planning determines are in the best interests of
5 the City and that do not materially increase the obligations or liabilities of the City or materially
6 decrease the benefits to the City as provided in the Development Agreement. The Port
7 Director and the Recreation and Park Department General Manager, at their discretion and in
8 consultation with the City Attorney, are authorized to enter into any additions, amendments or
9 other modifications to the Public Trust Exchange Agreement that they determine are in the
10 best interests of the City and that do not materially increase the obligations or liabilities of the
11 City or materially decrease the benefits to the City as provided in the Public Trust Exchange
12 Agreement.

13 Section 6. Board Authorization and Appropriation.

14 By approving the Development Agreement, the Board of Supervisors authorizes the
15 Controller and City Departments to accept the funds paid by Developer as set forth therein,
16 and to appropriate and use the funds for the purposes described therein. The Board
17 expressly approves the use of the development impact fees as set forth in the Development
18 Agreement, and waives or overrides any provision in Article 4 of the City Planning Code and
19 Article 10 of the City Administrative Code that would conflict with the uses of these funds as
20 described in the Development Agreement.

21 Section 7. City Administrative Code Conformity and Waivers.

22 In connection with the Development Agreement, the Board of Supervisors finds that the
23 City has substantially complied with the requirements of Administrative Code Chapters 14B
24 and 56, and waives any requirement to the extent not strictly followed. The Development
25 Agreement shall prevail in the event of any conflict between the Development Agreement and

1 City Administrative Code Chapters 14B and 56, and without limiting the generality of the
2 foregoing, the following provisions of City Administrative Code Chapters 14B and 56 are
3 waived or deemed satisfied as follows:

4 (a) The Project comprises approximately 28 acres and is the type of large multi-
5 phase and/or mixed-use development contemplated by the City Administrative Code and
6 therefore satisfies the provisions of Chapter 56, Section 56.3(g).

7 (b) The provisions of Development Agreement and the Workforce Agreement
8 attached to the Development Agreement as Exhibit P shall apply in lieu of the provisions of
9 City Administrative Code Chapter 14B, Section 14B.20, and Chapter 56, Section 56.7(c).

10 (c) The provisions of the Development Agreement regarding any amendment or
11 termination, including those relating to "Material Change," shall apply in lieu of the provisions
12 of Chapter 56, Section 56.15 and Section 56.18.

13 (e) The provisions of Chapter 56, Section 56.20 have been satisfied by the
14 Memorandum of Understanding between Developer and the Office of Economic and
15 Workforce Development for the reimbursement of City costs, a copy of which is on file with the
16 Clerk of the Board of Supervisors in File No. _____.

17 (f) The Board of Supervisors waives the applicability of Section 56.4 (Application,
18 Forms, Initial Notice, Hearing) and Section 56.10 (Negotiation Report and Documents).
19 Section 8. Planning Code Waivers; Ratification.

20 (a) The Board of Supervisors finds that the impact fees and other exactions due
21 under the Development Agreement will provide greater benefits to the City than the impact
22 fees and exactions under Planning Code Article 4 and waives the application of, and to the
23 extent applicable exempts the Project from, impact fees and exactions under Planning Code
24 Article 4 on the condition that Developer pays the impact fees and exactions due under the
25 Development Agreement.

1 (b) The Board of Supervisors finds that the Transportation Plan attached to the
2 Development Agreement includes a Transportation Demand Management Plan (“TDM Plan”)
3 and other provisions that meet the goals of the City’s Transportation Demand Management
4 Program in Planning Code Section 169 and waives the application of Section 169 to the
5 Project on the condition that Developer implements and complies with the TDM Plan.

6 (c) The Board of Supervisors finds that the Design Standards and Guidelines
7 attached to the Development Agreement sets forth sufficient standards for streetscape design
8 and waives the requirements of Planning Code Section 138.1 (Streetscape and Pedestrian
9 Improvements) and Public Works Code Section 806(d) (Required Street Trees for
10 Development Projects).

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

15 Section 9. Other Administrative Code Waivers.

16 The requirements of the Workforce Agreement attached to the Development
17 Agreement shall apply and shall supersede, to the extent of any conflict, the provisions of
18 Administrative Code: (i) Chapter 82.4 (Coverage); (ii) Chapter 23, Article II (Interdepartmental
19 Transfer of Real Property); and (iii) Chapter 23, Article VII (Prevailing Wage, Apprenticeship,
20 and Local Hire Requirements), but only to the extent any of the foregoing provisions are
21 applicable to the conveyance of vacated streets from the City to Developer and the other land
22 conveyances contemplated by the Development Agreement.

23 Section 10. Subdivision Code Waivers.

24 The Public Improvement Agreement, as defined in the Development Agreement, shall
25 include provisions consistent with the Development Agreement and the applicable


1 requirements of the Municipal Code and the Subdivision Regulations regarding extensions of
2 time and remedies that apply when improvements are not completed within the agreed time.
3 Accordingly, the Board of Supervisors waives the application to the Project of Subdivision
4 Code Section 1348 (Failure to Complete Improvements within Agreed Time).

5 Section 11. Effective and Operative Date.

6 This Ordinance shall become effective 30 days from the date of passage. This
7 Ordinance shall become operative only on (and no rights or duties are affected until) the later
8 of (a) 30 days from the date of its passage, or (b) the date that Ordinance _____,
9 Ordinance _____, and Ordinance _____ have become effective. Copies of
10 these Ordinances are on file with the Clerk of the Board of Supervisors in File Nos.
11 _____ and _____.

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

16 By:



17 Charles Sullivan
18 Deputy City Attorney
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LEGISLATIVE DIGEST

[Development Agreement - India Basin Investment LLC - India Basin Project - Innes Avenue at Griffith Street]

Ordinance approving a Development Agreement between the City and County of San Francisco and India Basin Investment LLC, a California limited liability company, for the India Basin Project at the approximately 28-acre site located at Innes Avenue between Griffith Street and Earl Street, with various public benefits, including 25% affordable housing and 11 acres of parks and open space; making findings under the California Environmental Quality Act and findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); approving a Public Trust Exchange Agreement, making public trust findings, and authorizing the transfer and acceptance of real property and the recording of a land use covenant consistent with the Public Trust Exchange Agreement; approving specific development impact fees and waiving any conflicting provision in Planning Code, Article 4, or Administrative Code, Article 10; confirming compliance with or waiving certain provisions of Administrative Code, Chapters 14B, 23, 56, and 82 and Subdivision Code, Section 1348, and ratifying certain actions taken in connection therewith.

Existing Law

California Government Code sections 65864 et seq. (the “Development Agreement Statute”) and San Francisco Administrative Code Chapter 56 (“Chapter 56”) authorize the City to enter into a development agreement regarding the development of real property. There are no amendments to existing law.

Background Information

India Basin Investment LLC, a California limited liability company (“Developer”), has proposed a mixed-use development project for the approximately 28-acre site along Innes Street, between Earl and Griffith Streets. The proposed project includes the construction of new streets and infrastructure, up to 1,575 dwelling units (25% affordable), and approximately 15.5 acres of publicly accessible open space, including approximately 6 acres along the Bay shoreline currently owned by the City. To assemble the land and to remove the public trust from certain development parcels, the parties intend to enter a public trust exchange agreement with the State Lands Commission. To fund future maintenance of the park lands and future sea level rise improvements, the parties intend to form a community facilities district (CFD).

City staff has negotiated a development agreement with Developer for a term of 15 years, with two extension options for another 15 years. Under the development agreement, Developer will attain the vested right to develop the Project in return for specified community benefits,

FILE NO. 180681

including the affordable housing, parks, and workforce commitments made by Developer. Approval of the ordinance would allow City staff to enter into the development agreement and the public trust exchange agreement, and waive specified provisions of the Administrative Code, Planning Code, and Subdivision Code for the Project.

By separate legislation, the Board is considering a number of other actions in furtherance of the Project, including amendments to the City's General Plan, Planning Code, and Zoning Map.

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

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

AND WHEN RECORDED MAIL TO:

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND INDIA BASIN INVESTMENT LLC

FOR PROPERTY AT INNES BETWEEN EARL AND GRIFFITH STREETS

Block ____ : Lots _____

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EXHIBITS

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- B. India Basin Open Space Legal Description
- C. Map Depicting the Big Green
- D. Public ROWs Legal Description
- E. List of Approvals
- F. Design Standards and Guidelines
- G. Financing Plan
- H. Housing Plan
- I. Infrastructure Plan
- J. Land Use Plan
- K. MMRP
- L. Parks and Open Space Plan
- M. Privately-Owned Community Improvements
 - M-1 Map of Privately-Owned Community Improvements
 - M-2 Regulations Regarding Access and Maintenance of Certain Privately-Owned Community Improvements
- N. Phasing Plan and Phasing Diagram
- O. Map of Public Improvements
- P. Public Trust Exchange Agreement
- Q. Transportation Exhibit
- R. Workforce Agreement
- S. Development Phase Application
- T. Design Review of RPD Park Parcels
- U. Applicable Impact Fees and Exactions

V. Map Showing Streets to be Vacated and Transferred to Developer

W. Map Showing Land Transfers

X. Form of Quitclaim Deed

Y. Form of Grant Deed

Z. Port/RPD Open Space Covenant

AA. Form of Notice of Completion and Termination

BB. Form of Permits to Enter City Property

CC. Form of Assignment and Assumption Agreement

DD. Map Showing Location of Stormwater Easements

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND INDIA BASIN INVESTMENT LLC**

THIS DEVELOPMENT AGREEMENT dated for reference purposes only as of this _____ day of _____, 2018, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the “**City**”), acting by and through its Planning Department, and India Basin Investment LLC, a California limited liability company (“**Developer**”), pursuant to the authority of Section 65864 *et seq.* of the California Government Code and Chapter 56 of the Administrative Code. The City 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 the approximately 14.71 acre site along Innes Street, between Earl and Griffith Streets, composed of mostly undeveloped and open land. Additionally, Developer holds recorded options to purchase an additional approximately 2.46 acres of land, that include six buildings and structures covering approximately 20,250 square feet of the site, all located on the real property more particularly described on Exhibit A (the “**Developer Property**”).

B. The City owns the approximately 6.2 acre open space along the shoreline, adjacent to the Developer Property, all on real property more particularly described on Exhibit B (the “**India Basin Open Space**”). A portion of the India Basin Open Space is under the jurisdiction of the Recreation and Park Department (“**RPD**”), and a portion is under the jurisdiction of the Port of San Francisco (“**Port**”). In connection with this Agreement, the India Basin Open Space, together with the property generally depicted on Exhibit C (the “**Big Green**”), will be placed under Port jurisdiction for public trust purposes but operated, maintained and managed by RPD.

C. The City also owns 5.94 acres of developed and undeveloped public right-of-ways, consisting of partially paved east-west Earl and Griffith Streets, the paved cul-de-sac Arelious Walker, and the unpaved and fenced off Hudson Street, all on real property more particularly described on Exhibit D (the “**Public ROWs**”; and together with the Developer Property and the India Basin Open Space, collectively, the “**Project Site**”).

D. The Developer proposes a mixed use development on the Project Site that will include a new publicly accessible network of improved parkland and open space and a mixed-use urban village, including up to 1,575 dwelling units, and 676,052 sq. ft. (15.5 acres) of publicly accessible open space, as more particularly set forth in the Approvals (the “**Project**”).

E. The Project is anticipated to generate an annual average of approximately 3,505 construction jobs during construction and, upon completion, approximately 833 net new

permanent on-site jobs, and an approximately \$4.3 million annual increase in general fund revenues to the City.

F. In order to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Section 65864 *et seq.* (the “**Development Agreement Statute**”), which authorizes the City to enter into a development agreement with any person having a legal or equitable interest in real property regarding the development of such property. Pursuant to Government Code Section 65865, the City adopted Chapter 56 of the Administrative Code (“**Chapter 56**”) establishing procedures and requirements for entering into a development agreement pursuant to the Development Agreement Statute. The Parties are entering into this Agreement in accordance with the Development Agreement Statute and Chapter 56.

G. In addition to significant housing, jobs, and economic benefits to the City from the Project, the City has determined that as a result of the development of the Project in accordance with this Agreement additional clear benefits to the public will accrue that could not be obtained through application of existing City ordinances, regulations, and policies. Major additional public benefits to the City from the Project include: (1) an increase in affordable housing that exceeds amounts otherwise required and will equal twenty five percent (25%) of the total number of housing units for the Project; (2) workforce obligations, including significant training, employment and economic development opportunities as part of the development and operation of the Project; (3) construction and maintenance of the publicly accessible open space, totaling approximately twelve (12) acres; (4) delivery of child care space to serve not less than 40 children, as set forth in the Phasing Plan; (5) sea level rise improvements as part of the development, and future funding for additional future sea level rise improvements, each as further described in this Agreement; and (6) a design prioritizing and promoting travel by walking, biking, and transit for new residents, tenants, employees, and visitors.

H. Through this Agreement, the City intends to create a series of contiguous, integrated waterfront parks, including both the India Basin Open Space and the Big Green, for the benefit of this southeast community and the residents of San Francisco and California at large. In addition, the City, through RPD as co-project sponsor under the India Basin EIR, intends to develop and improve the neighboring 900 Innes and India Basin Shoreline Park, each as described in the India Basin EIR (the India Basin Open Space, the Big Green, 900 Innes, and India Basin Shoreline Park collectively referred to as the “**India Basin Park System**”). The City intends to add additional land to the India Basin Park System in the future by connecting it to an adjacent shoreline park, currently referred to as the Northside Park, which will be completed as part of the Candlestick/Hunters Point Shipyard development project. Upon the City’s acquisition of the Northside Park, the City will include that property as part of the India Basin Park System managed and operated by RPD. In the future, this park system may also include shoreline areas of the PG&E Hunter’s Point power plant.

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

Development Agreement Statute, Chapter 56, the Planning Code, the Enacting Ordinance and all other applicable Laws in effect as of the Effective Date. This Agreement does not limit the City's obligation to comply with applicable environmental Laws, including CEQA, before taking any discretionary action regarding the Project, or the Developer's obligation to comply with all applicable Laws in connection with the development of the Project.

J. The Final Environmental Report (“**FEIR**”) prepared for the Project and certified by the Planning Commission on July 26, 2018, together with the CEQA findings (the “**CEQA Findings**”) and the Mitigation Measures adopted concurrently therewith and set forth in the MMRP, comply with CEQA, the CEQA Guidelines, and Chapter 31 of the Administrative Code. 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.

K. On July 26, 2018, 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, 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 policies 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.

L. On August __, 2018, the Planning Commission held a public hearing on this Agreement and the Project, duly noticed and conducted under the Development Agreement Statute and Chapter 56. Following the public hearing, the Planning Commission approved the Development Agreement and made a final recommendation to the Board of Supervisors, which included the General Plan Consistency Findings.

M. On _____, 2018, the Board of Supervisors, having received the Planning Commission's recommendations, held a public hearing on this Agreement pursuant to the Development Agreement Statute and Chapter 56. Following the public hearing, the Board made the CEQA Findings required by CEQA, approved this Agreement, incorporating by reference the General Plan Consistency Findings.

N. On _____, 2018, 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 _____, 2018.

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

AGREEMENT

ARTICLE 1 DEFINITIONS

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

“**Administrative Code**” means the San Francisco Administrative Code.

“**Additional Community Facilities**” has the meaning set forth in the Financing Plan.

“**Affiliate**” means any Person directly or indirectly Controlling, Controlled by or under Common Control with the other Person in question.

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

“**AMI**” means the unadjusted median income levels derived from the U.S. Department of Housing and Urban Development on an annual basis for the San Francisco area, adjusted solely for household size, but not high housing cost area.

“**Annual Review Date**” has the meaning set forth in Section 8.1.

“**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).

“**Approvals**” means the City approvals and entitlements listed on Exhibit E, including Later Approvals to the extent included pursuant to Section 5.1.

“**Assignment and Assumption Agreement**” has the meaning set forth in Section 12.2.

“**Associated Community Benefits**” is defined in Section 4.1.

“**Big Green**” means the real property described in Exhibit C.

“**BMR Units**” means the Inclusionary Units and the 100% Affordable Units (each as defined in the Housing Plan).

“**Board of Supervisors**” or “**Board**” means the Board of Supervisors of the City and County of San Francisco.

“**Building**” or “**Buildings**” means each new building that is constructed on the Project Site as part of this Agreement.

“**CC&Rs**” has the meaning set forth in Section 3.9.

“**CEQA**” has the meaning set forth in Recital I.

“**CEQA Findings**” has the meaning set forth in Recital J.

“**CEQA Guidelines**” has the meaning set forth in Recital I.

“**CFD**” has the meaning set forth in the Financing Plan.

“**CFD Law**” has the meaning set forth in the Financing Plan.

“**Chapter 56**” has the meaning set forth in Recital F.

“**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.

“**City Agency**” or “**City Agencies**” means the City departments, agencies, boards, commissions, and bureaus that execute or consent to this Agreement, or are controlled by persons or commissions that have executed or consented to this Agreement, that have subdivision or other permit, entitlement or approval authority or jurisdiction over development of the Project, or any improvement located on or off the Project Site, including, without limitation, the City Administrator, Planning Department, MOHCD, RPD, Port, SFPUC, OEWD, SFMTA, Public Works, DBI, together with any successor City agency, department, board, or commission. Nothing in this Agreement shall affect the 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 Later Approval. 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).

“**City Attorney’s Office**” means the Office of the City Attorney of the City and County of San Francisco.

“**City Costs**” means the actual and reasonable costs incurred by a City Agency in preparing, adopting or amending this Agreement, 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.

“**City Parties**” has the meaning set forth in Section 4.7.

“**City Report**” has the meaning set forth in Section 8.2.2.

“**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.

“**CMA**” is defined in Section 12.1.

“**Commence Construction**” means (i) for vertical Buildings, the start of physical construction of the applicable Building foundation, and (ii) for Infrastructure and Parks and Open Spaces, the start of physical construction of the Infrastructure or the Parks and Open Spaces, as applicable, in accordance with the Public Improvement Agreement.

“**Community Benefits**” has the meaning set forth in Section 4.1.

“**Complete**” and any variation thereof shall mean, as applicable, that (i) a specified scope of work has been substantially completed in accordance with approved plans and specifications, (ii) with regard to applicable Privately-Owned Community Improvements, the City Agencies or Non-City Responsible Agencies with jurisdiction over any required permits have issued all final approvals required for the contemplated use, and (iii) with regard to any Public Improvement, the City Engineer determines the Public Improvement has been completed to his or her satisfaction and is ready for its intended use, and the City Engineer issues a Determination of Completion, in accordance with the Subdivision Code and any applicable Public Improvement Agreement.

“**Continuing Obligation**” has the meaning set forth in Section 3.12.

“**Control**” means, with respect to any Person, any of the following: (i) the possession, directly or indirectly, of the power to direct or cause the direction of the day to day management, policies or activities of such Person whether through ownership of voting securities, by contract or otherwise (excluding customary limited partner or non-managing member approval rights); (ii) the ownership (direct or indirect) of more than fifty percent (50%) of the profits or capital of another Person; (iii) a successor, or an acquirer of all or substantially all of the assets of such Person; or (iv) the ownership (direct or indirect) of more than fifty percent (50%) of the ownership interest of such Person (whether shares, partnership interests, membership interest or other equity, and whether one or more classes thereof). “Controlled,” “Controlling,” and “Common Control” have correlative meanings.

“**Default**” has the meaning set forth in Section 9.3.

“**Design Guidelines**” means the Design Standards and Guidelines attached as Exhibit F, as may be amended from time to time.

“**Design Review Application**” has the meaning set forth in Section 3.4.

“**Developer**” has the meaning set forth in the opening paragraph of this Agreement, and shall also include (i) any Transferee as to the applicable Transferred Property, and (ii) any Mortgagee or assignee thereof that acquires title to any Foreclosed Property but only as to such Foreclosed Property.

“**Development Agreement Statute**” has the meaning set forth in Recital F, as in effect as of the Effective Date.

“**Development Parcel**” means a parcel within the Project Site on which a building will be constructed, as set forth in a Subdivision Map.

“**Development Phase**” has the meaning set forth in Section 3.2.1.

“**Effective Date**” has the meaning set forth in Section 2.1.

“**Enacting Ordinance**” has the meaning set forth in Recital M.

“**Existing Standards**” has the meaning set forth in Section 5.2.

“**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 Later Approvals.

“**Facilities Special Taxes**” has the meaning set forth in the Financing Plan.

“**Federal or State Law Exception**” has the meaning set forth in Section 5.8.1.

“**FEIR**” has the meaning set forth in Recital J.

“**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.

“**Financing Plan**” means the plan attached to this Agreement as Exhibit G.

“**First Certificate of Occupancy**” shall mean the first certificate of occupancy (such as a temporary certificate of occupancy) issued by DBI for a portion of the Building that contains residential units or leasable commercial space. A First Certificate of Occupancy shall not mean a certificate of occupancy issued for a portion of the residential or commercial Building dedicated to a sales office or other marketing office for residential units or leasable commercial space.

“**Foreclosed Property**” is defined in Section 10.5.

“**General Plan Consistency Findings**” has the meaning set forth in Recital K.

“**Housing Plan**” means the housing plan attached as Exhibit H.

“**Impact Fees and Exactions**” means any fees, contributions, special taxes, exactions, impositions, and dedications charged by the City, whether as of the date of this Agreement or at any time thereafter during the Term, in connection with the development of projects, including

but not limited to transportation and transit fees, child care fee or in-lieu fees, housing (including affordable housing) fees, dedications or reservation requirements, and obligations for on-or off-site improvements. Impact Fees and Exactions shall not include the Mitigation Measures, Processing Fees, taxes 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.

“**India Basin Open Space**” means the real property described in Exhibit B.

“**Infrastructure**” means the infrastructure to be constructed by Developer as described in the Infrastructure Plan.

“**Infrastructure Design Exceptions Memo**” is defined in Section 5.2.1.

“**Infrastructure Plan**” means the infrastructure plan attached as Exhibit I.

“**Land Use Plan**” means the land use plan attached as Exhibit J.

“**Later Approval**” means (i) any other land use approvals, entitlements, or permits from the City or any City Agency other than the Approvals, that are consistent with the Approvals (except as expressly noted) and are necessary or advisable for the implementation of the Project or the Associated Community Benefit, including without limitation, all approvals required under the SUD or as otherwise set forth in the Municipal Code, 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 Later 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.

“**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.

“**Law Adverse to City**” is defined in Section 5.8.4.

“**Law Adverse to Developer**” is defined in Section 5.8.4.

“**Litigation Extension**” has the meaning set forth in Section 11.5.

“**Losses**” has the meaning set forth in Section 4.7.

“**Maintained Facilities**” shall mean those facilities set forth on the Maintenance Matrix attached as Exhibit A to the Financing Plan.

“**Maintenance Matrix**” shall have the meaning set forth in the Financing Plan.

“**Master HOA**” has the meaning set forth in Section 3.9.

“**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 Project SUD or that (i) extends the Term, (ii) changes the permitted uses of the Project Site, (iii) reduces Community Benefits, (iv) increases the maximum height, density, bulk or size of the Project (except to the extent permitted under the SUD), (v) increases parking ratios, or (vi) reduces the Applicable Impact Fees and Exactions.

“**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 Later Approval.

“**MMRP**” means that certain mitigation monitoring and reporting program attached as Exhibit K.

“**MOHCD**” means the Mayor’s Office of Housing and Community Development.

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

“**Mortgagee**” means (i) any mortgagee or beneficiary under a Mortgage, and (ii) 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.

“**Municipal Code**” means the San Francisco Municipal Code.

“**New City Laws**” has the meaning set forth in Section 5.6.

“**Non-City Agency**” means Federal, State, and local governmental agencies that are independent of the City and not a Party to this Agreement.

“**Objective Requirements**” has the meaning set forth in Section 3.4.

“**OEWD**” means the San Francisco Office of Economic and Workforce Development.

“**Official Records**” means the official real estate records of the City and County of San Francisco, as maintained by the City’s Assessor-Recorder’s Office.

“**Ongoing Maintenance Services**” has the meaning set forth in the Financing Plan.

“**Public Works**” means the San Francisco Department of Public Works.

“**Parks and Open Space Plan**” means the parks and open space plan attached as Exhibit L.

“Parks and Open Spaces” means all of the public open spaces developed in accordance with the Land Use Plan and the Parks and Open Space Plan, but not including the privately owned, publicly accessible open spaces identified on Exhibit M.

“Party” and **“Parties”** has the meaning set forth in the opening paragraph of this Agreement and shall also include any Transferee (each during its period of ownership of all or part of the Project Site).

“Phasing Goals” has the meaning in Section 3.2.4.

“Phasing Diagram” means the phasing diagram attached as part of Exhibit N.

“Phasing Plan” means the phasing plan attached as Exhibit N.

“Plan Documents” means the Land Use Plan, Infrastructure Plan, Phasing Plan, Housing Plan, Parks and Open Space Plan, Transportation Exhibit and Transportation Plan, Financing Plan, Design Guidelines and this Development Agreement, as any of the foregoing are amended from time to time.

“Planning Code” means the San Francisco Planning Code.

“Planning Commission” means the Planning Commission of the City and County of San Francisco.

“Planning Department” or **“Planning”** means the Planning Department of the City and County of San Francisco acting through the Planning Director or authorized staff.

“Planning Director” means the Director of Planning of the City and County of San Francisco.

“Privately-Owned Community Improvements” shall mean those facilities and services that are privately-owned and privately-maintained, at no cost to City, for the public benefit, that are not dedicated to the City. The Privately-Owned Community Improvements are shown generally on Exhibit M-1 and further described in the Design Guidelines. Privately-Owned Community Improvements include the Public Market and Parcel Breaks (as shown in the Phasing Plan and the Infrastructure Plan), pedestrian paths and bicycle lanes, storm drainage facilities, open spaces, and community or recreation facilities to be built on land owned and retained by Developer and, in some cases, on land that is dedicated to the City.

“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.

“Project” means the mixed use development project as described in Recital D and the Approvals, including the Associated Community Benefits, together with Developer’s rights and obligations under this Agreement.

“**Project Site**” has the meaning set forth in Recitals A, B, and C and as more particularly described in Exhibits A, B, C and D.

“**Project Special Taxes**” has the meaning set forth in the Financing Plan.

“**Project SUD**” means Planning Code Section 249. __ as adopted by the Board in Ordinance No. _____.

“**Proportionality Requirement**” has the meaning set forth in Section 3.2.4.

“**Public Health and Safety Exception**” has the meaning set forth in Section 5.8.1.

“**Public Improvements**” means the facilities, both on- and off-site, to be improved, constructed and dedicated by Developer and, upon Completion in accordance with this Agreement, accepted by the City. Public Improvements include the streets within the Project Site shown on Exhibit O, and all Infrastructure and public utilities within the accepted streets (such as electricity, water and sewer lines but excluding any non-municipal utilities), as well as sidewalks, bicycle lanes, street furniture, and paths and intersection improvements (such as curbs, medians, signaling, traffic controls devices, signage, and striping). The Public Improvements also include the Parks and Open Spaces, the SFPUC Infrastructure, and the SFMTA Infrastructure. The Public Improvements do not include Privately-Owned Community Improvements or, if any, privately owned facilities or improvements in the public right of way.

“**Public Improvement Agreement**” means an agreement between the City and Developer for the completion of required Public Improvements in the public right of way.

“**Public Trust Exchange Agreement**” has the meaning set forth in Section 6.5. A draft of the Public Trust Exchange Agreement is attached as Exhibit P.

“**Qualified Project Costs**” has the meaning set forth in the Financing Plan.

“**RPD**” means the City’s Recreation and Park Department.

“**RPD Park Parcel**” means a parcel of land within the India Basin Open Space or the Big Green as identified in the Land Use Plan and Parks and Open Space Plan.

“**Services Special Taxes**” has the meaning set forth in the Financing Plan.

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

“**SFMTA Infrastructure**” means the Public Improvements to be designed and constructed by Developer that the SFMTA will operate and maintain upon Completion in accordance with this Agreement and Board of Supervisor acceptance, as identified in the Infrastructure Plan.

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

“**SFPUC Capacity Charges**” means all water and sewer capacity and connection fees and charges payable to the SFPUC, as and when due in accordance with applicable City requirements.

“**SFPUC Infrastructure**” means the Public Improvements to be designed and constructed by Developer that the SFPUC will operate and maintain upon Completion in accordance with this Agreement and Board of Supervisor acceptance, as identified in the Infrastructure Plan.

“**Stormwater Easements**” as defined in Section 6.7.

“**Subdivision Code**” means the San Francisco Subdivision Code and Subdivision Regulations.

“**Subdivision Regulations**” means subdivision regulations adopted by Public Works from time to time, including exceptions granted by the Director in accordance therewith.

“**Subdivision Map**” means any map that Developer submits for the Developer Property under the Subdivision Map Act and the Subdivision Code, which may include tentative or vesting tentative subdivision maps, final or vesting final subdivision maps and any tentative or final parcel map, or transfer map, including phased final maps to the extent authorized under an approved tentative subdivision map.

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

“**Term**” has the meaning set forth in Section 2.2.

“**Third-Party Challenge**” means any administrative, legal or equitable action or proceeding 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 Later 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.

“**Transfer,**” “**Transferee**” and “**Transferred Property**” have the meanings set forth in Section 12.1, and in all events excludes (1) a transfer of ownership or membership interests in Developer or any Transferee, (2) grants of easement or of occupancy rights for existing or completed Buildings or other improvements (including, without limitation, space leases in Buildings), and (3) the placement of a Mortgage on the Project Site.

“**Transferable Infrastructure**” means items of Infrastructure consisting of (1) final, primarily behind the curb, right-of-way improvements, including, sidewalks, light fixtures, street furniture, landscaping, and driveway cuts for a development parcel, and (2) utility laterals built within a development parcel or to connect the development parcel to the adjacent right of way.

“**Transitional Open Spaces**” shall mean those privately owned, publicly accessible open spaces identified on Exhibit M, to be maintained in accordance with Section 3.9.

“**Transportation Exhibit**” means the Transportation Exhibit attached as Exhibit Q.

“**Transportation Plan**” means Attachment 1 to the Transportation Exhibit.

“**Utility Infrastructure**” means Public Improvements for utility systems that serve the Project Site, including subsurface systems for power, stormwater, sewer, domestic water, recycled water, AWSS, and above-ground facilities, such as streetlights, stormwater controls, and switchgears. Utility Infrastructure excludes telecommunications infrastructure and any privately owned utility improvements.

“**Vertical Development**” means planning, design, and construction or rehabilitation of buildings and other structures on the Project Site.

“**Vested Elements**” has the meaning set forth in Section 5.1.

“**Workforce Agreement**” means the Workforce Agreement attached as Exhibit R.

ARTICLE 2 EFFECTIVE DATE; TERM

Section 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**”).

Section 2.2 Term. The initial term of this Agreement shall commence upon the Effective Date and shall continue in full force and effect for seventeen (17) years thereafter (the “**Initial Term**”), unless earlier terminated as provided herein, provided that the Initial Term shall be extended for each day of a Litigation Extension. If Developer starts construction of a Development Phase during the Initial Term and thereafter continues to diligently prosecute the Development Phase to completion, and is not then in material default under this Agreement, then Developer shall have the right to extend the term of this Agreement for an additional eight (8) years (the “**First Extended Term**”) by delivering to City, at any time during the last year of the Initial Term, a notice of extension. The 8-year extension shall be automatic upon Developer’s delivery of the extension notice unless Developer is in material default at the time it sends the notice, in which case City may reject the notice by written notice of rejection to Developer, subject to Developer’s notice and cure rights under this Agreement. For purposes of exercising the First Extended Term, a material default shall mean if, as of the date of the extension notice, (i) Developer has received a notice of Default under Section 9.3 that has not been cured, (ii) the Project has failed to provide sufficient affordable housing credits to meet the then-applicable milestone under the Housing Plan, or (iii) any Development Phase has failed to meet its Parks and Open Spaces requirements as and when required under the Phasing Plan, and in either case, Developer has not cured such failure in accordance with the provisions of the Housing Plan or Phasing Plan, as applicable, as of the effective date of the First Extended Term. Developer shall have the potential ability to extend the term of this Agreement for an additional five (5) years (the “**Second Extended Term**”) by delivering to the City, at any time during the last year of the

First Extended Term, a notice of extension. The decision to grant or deny the Second Extended Term shall be made by the Planning Director in his or her sole discretion. The term of this Agreement (the “**Term**”) shall mean the Initial Term plus, if applicable, the First Extended Term and the Second Extended Term. The term of any conditional use permit, planned unit development, any tentative Subdivision Map, and any subsequent subdivision map shall be for the longer of (x) the Term (as it relates to the applicable parcel) or (y) the term otherwise allowed under the Subdivision Map Act or conditional use/planned unit development approval, as applicable.

ARTICLE 3 GENERAL RIGHTS AND OBLIGATIONS

Section 3.1 Development of the Project. Developer shall have the vested right to develop the Project in accordance with and subject to the provisions of this Agreement, including upon issuance the Later Approvals, and the City shall consider and process all Later Approvals for development of the Project in accordance with and subject to the provisions of this Agreement. The Parties acknowledge (i) that Developer has obtained all Approvals from the City required to Commence Construction of the Project, other than any required Later Approvals and (ii) 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 Later Approvals and any Non-City Approvals as set forth in this Agreement.

Section 3.2 Development Process.

3.2.1 Phases. The Parties anticipate that the Project will be developed in phases described in the Phasing Plan (each, a “**Development Phase**” and collectively, the “**Development Phases**”), in the manner described in this Section 3.2. The Parties acknowledge that Developer cannot guarantee the exact timing in which Development Phases will be constructed and whether certain development will be constructed at all. Such decisions depend on numerous factors that are not within the control of Developer or the City, such as market absorption and demand, interest rates, availability of financing, competition and other similar factors. Developer shall have the right to develop the Project in Development Phases in such order and time as determined by Developer in the exercise of its business judgment, but subject to the requirements of this Agreement with respect to Associated Community Benefits. Prior to the commencement of the each Development Phase, Developer shall submit to the Planning Department an application (a “**Development Phase Application**”) in accordance with the procedures and requirements set forth in Exhibit S.

3.2.2 Boundaries. The proposed boundaries of each Development Phase is generally shown in the Phasing Plan. Final boundaries of each Development Phase will be established through Subdivision Maps, together with boundaries of all parcels within each Development Phase.

3.2.3 Associated Public Benefits. Because the Project will be built out over a number of years, the amount and timing of the Associated Community Benefits, including the Infrastructure and the Parks and Open Spaces, are allocated by Development Phase in

accordance with the Plan Documents, including the Phasing Plan. The scope and timing of Infrastructure that is associated with specific parcels or Buildings, will be reviewed and approved by the City through the Subdivision Map approval process, but must be consistent with the Approvals. Privately-Owned Community Improvements and Parks and Open Spaces will be provided as set forth in the Phasing Plan and the Parks and Open Space Plan. Associated Community Benefits related to Affordable Housing, workforce requirements, and transportation plans and programs will be delivered as set forth in the Housing Plan, Workforce Agreement, and Transportation Exhibit, respectively.

3.2.4 Phasing Goals. The Phasing Plan and the Housing Plan reflect the requirement that Associated Community Benefits, including Public Improvements, affordable housing, Parks and Open Spaces, and Privately-Owned Community Improvements, must be provided proportionately with the development of market-rate housing and commercial-office uses taking into account the Project as a whole (the “**Proportionality Requirement**”). So long as this Proportionality Requirement is satisfied, the City shall consider the following additional phasing goals (together with the Proportionality Requirement, collectively, the “**Phasing Goals**”) when considering Developer’s request for changes to the Phasing Plan:

(a) Rational Development. Associated Community Benefits should be developed in an orderly manner and consistent with the Plan Documents. Finished portions of the Project should be generally contiguous.

(b) Appropriate Development. Horizontal development should be timed to coordinate with the needs of vertical development. Completed Infrastructure must provide continuous reliable access and utilities to then-existing visitors, residents, and businesses.

(c) Market Timing. The boundaries and mix of uses within the Development Phase should be designed to minimize unsold inventory of Development Parcels.

(d) Flexibility. Flexibility to respond to market conditions, cost and availability of financing, and economic feasibility should be provided.

3.2.5 Changes to Phasing. The Parties agree that many factors, including general economic conditions, the local housing, office, and retail markets, capital markets, general market acceptability, and local tax burdens will determine the rate at which various residential and commercial uses within the Project can be developed and absorbed. Developer may request changes to the Phasing Plan at any time, including changes to the proposed boundaries of a Development Phase and the timing for delivery of Associated Community Benefits, by submitting a written request to the Planning Director with a statement explaining the reasons for the proposed changes and how the changes remain consistent with the Phasing Goals, including the Proportionality Requirement.

3.2.6 City Approval. In considering whether to approve Developer’s requested changes, the Planning Director will consider whether the changes are consistent with the Phasing Goals, including the Proportionality Requirement if the change would delay the production of

Associated Community Benefits or require a reallocation of Associated Community Benefits due to a change in the proposed boundaries of development parcels. The Planning Director may approve such change if, after consulting with all affected City Agencies and the City Attorney, he or she determines that the modified Phasing Plan meets the Phasing Goals, including the Proportionality Requirement. Any material change to the Phasing Plan that does not meet the Phasing Goals, as determined by the Planning Director, will require the approval of the Planning Commission after consultation with the affected City Agencies.

Section 3.3 Approval of Subdivision Maps. Developer shall obtain a Tentative Subdivision Map and enter into a Public Improvement Agreement before beginning to construct any Infrastructure or Building within a Development Phase. Developer is not required to obtain one Subdivision Map for the entire Project Site, but can obtain multiple maps, one for each phase of development, as desired.

Section 3.4 Design Review and Objective Requirements. The Approvals include the Project SUD, the Plan Documents and the Design Guidelines to ensure that the urban, architectural, and landscape design of the Buildings, public realm and Public Improvements at the Project Site will be of high quality and appropriate scale, include sufficient open space, and promote the public health, safety, and general welfare. The design review procedures applicable to all new Buildings and Privately-Owned Community Improvements shall be as set forth in the Project SUD. Design review procedures applicable to Parks and Open Spaces within the RPD Park Parcel will be as set forth in Section 3.5. The City shall review and approve, disapprove, or approve with recommended modifications any design review application under the Project SUD (a “**Design Review Application**”) in accordance with the requirements of this Agreement and the procedures specified in the Project SUD, as the same may be amended from time to time. Notwithstanding anything to the contrary in this Agreement, the City may exercise its reasonable discretion in approving the aspects of a Design Review Application that relate to the qualitative or subjective requirements of the Design Guidelines, including the choice of building materials and fenestration. In considering a Design Review Application and any Later Approval for those aspects of a proposed Building or Privately-Owned Community Improvement that meet the quantitative or objective requirements of the Design Guidelines and the other Plan Documents (the “**Objective Requirements**”), including without limitation, the Building’s proposed height, bulk, setbacks, streetwalls, location of uses and size of such uses, and amount of open space and parking, the City acknowledges and agrees that (i) it has exercised its discretion in approving the Project SUD, the Plan Documents and the Design Guidelines, and (ii) any proposed Design Review Application or Later Approval that meets the Objective Requirements shall not be rejected by the City based on elements that conform to or are consistent with the Objective Requirements, so long as the proposed Building or and Privately-Owned Community Improvements meets the Building Code as set forth in Section 5.4 (Strict Building Code Compliance).

Section 3.5 Design Review of Parks and Open Spaces within India Basin Open Space and Big Green. Before the City may issue any construction permit for any Parks and Open Spaces located within the India Basin Open Space or the Big Green, RPD must have first approved the schematic design and construction documents for the applicable Parks and Open Spaces in accordance with Exhibit T and the SUD.

Section 3.6 Construction of Public Improvements and Privately-Owned Community Improvements.

3.6.1 Construction. Developer shall undertake the design, development, and installation of the Public Improvements and Privately-Owned Community Improvements at no cost to City (other than the public financing set forth in the Financing Plan). Public Improvements shall be designed and constructed, and shall contain those improvements and facilities, as reasonably required by the applicable City Agency that is to accept, and in some cases operate and maintain, the Public Improvement in keeping with the then-current citywide standards and requirements of the City Agency as if it were to design and construct the Public Improvement on its own at that time, subject to such exceptions and non-standard elements or features set forth in the Infrastructure Design Exceptions Memo, or as otherwise approved by Public Works or the applicable City Agency in accordance with this Agreement and the Subdivision Code. Without limiting the foregoing, Developer shall complete all Public Improvements and Privately-Owned Community Improvements in accordance with the applicable Plan Documents, and in a good and diligent manner, without material defects, in accordance with City-approved construction documents. Before the start of work on any Public Improvements, Developer shall enter into a Public Improvement Agreement with Public Works, and provide adequate security consistent with the Subdivision Code and the applicable Public Improvement Agreement (which may include bonds, letters of credit, or other security satisfactory to the City and meeting the requirements of the Subdivision Code).

3.6.2 Regulatory Approvals. Developer shall obtain all necessary permits and approvals (including approval of all design and construction plans) from any responsible agencies having jurisdiction over each Public Improvement and Privately-Owned Community Improvement. Without limiting the foregoing, (i) the SFMTA must approve all of the plans and specifications for Public Improvements that are under SFMTA jurisdiction as provided in the SFMTA Consent, (ii) the SFPUC must approve all of the plans and specifications for the SFPUC Infrastructure as provided in the SFPUC Consent, and (iii) Public Works must approve all of the plans and specifications for all streets and sidewalks and improvements in the Public ROWs. In deciding whether to approve, conditionally approve, or deny, each City Agency is subject to the requirements of the Plan Documents and this Agreement, including Sections 5.3 and 5.5.

3.6.3 Timing for Completion of Public Improvements and Privately-Owned Community Improvements. All Public Improvements that are required to serve a new Building (as identified in the Infrastructure Plan and Phasing Plan) must be Completed and accepted by the Board of Supervisors on or before issuance of the First Certificate of Occupancy for that Building; provided, however, that upon Developer's request, the City will allow the issuance of Certificates of Occupancy for Buildings prior to acceptance of the associated Public Improvements if (1) the City Engineer has issued a Determination of Completion for the applicable Public Improvement, and (2) Developer and the City have entered into an agreement reasonably acceptable to the Public Works Director governing the use of and liability for the applicable Public Improvements until accepted by the Board of Supervisors. The Parties agree to work in good faith to enter into such agreements as may be needed to ensure that City's process for acceptance of Public Improvements does not delay the issuance of Certificates of Occupancy when the Public Infrastructure is Completed and ready for its intended use. Privately-Owned Community Improvements and all Parks and Open Spaces expressly identified in the Phasing

Plan must be Completed in accordance with the times for Completion set forth in the Phasing Plan. If Developer fails to complete the applicable Public Improvements or Privately-Owned Community Improvements within such time frame, the City may decide not to issue a certificate of occupancy or Later Approval in accordance with Section 9.4.4.

3.6.4 Dedication and Acceptance of Public Improvements. Developer shall provide the City with an offer of dedication for all Public Improvements, with fee title to public right of way (or an easement, if acceptable to the City), within the Development Phase in accordance with the Subdivision Code, and the applicable Public Improvements Agreement and Subdivision Map conditions of approval. At any time after Completion, Developer shall make a written request to the City to initiate acceptance of such Public Improvements in accordance with the Subdivision Code, the Public Improvements Agreement, and this Agreement, including, but not limited to, the Infrastructure Design Exceptions Memo. With any such request, Developer shall satisfy all prerequisites and conditions to acceptance and submit all needed materials associated with the request. Following Developer's submittal of all required materials, each applicable City Agency having jurisdiction will diligently and expeditiously process the acceptance request and introduce complete acceptance packages to the Board of Supervisors.

Section 3.7 Contracting for Public Improvements. In connection with all of the Public Improvements, Developer shall engage a contractor that is duly licensed in California and qualified to complete the work (the "**Contractor**"). The Contractor shall contract directly with Developer pursuant to an agreement to be entered into by Developer and Contractor (the "**Construction Contract**"), which shall: (i) be a guaranteed maximum price contract; (ii) require contractor to maintain bonds and insurance for the benefit of Developer and the City in accordance with the Subdivision Code; (iii) require the Contractor to obtain and maintain customary insurance, including workers compensation in statutory amounts, Employer's liability, general liability, and builders all-risk; (iv) release the City from any and all claims relating to the construction, including but not limited to mechanics liens and stop notices; (v) subject to the rights of any Mortgagee that forecloses on the property, include the City as a third party beneficiary, with all rights to rely on the work, receive the benefit of all warranties, and prospectively assume Developer's obligations and enforce the terms and conditions of the Construction Contract as if the City were an original party thereto; and (vi) require that the City be included as a third party beneficiary, with all rights to rely on the work product, receive the benefit of all warranties and covenants, and prospectively assume Contractor's rights in the event of any termination of the Construction Contract, relative to all work performed by the Project's architect and engineer.

Section 3.8 Maintenance and Operation of Public Improvements by Developer and Successors. Ongoing Maintenance Services of the Maintained Facilities will be paid by Services Special Taxes from the CFD in accordance with the Financing Plan.

Section 3.9 Maintenance and Operation of Privately-Owned Community Improvements. Developer or its Transferee shall own, operate, and maintain in good and workmanlike condition, and otherwise in accordance with all applicable laws and any applicable permits, at no cost to City, all Privately-Owned Community Improvements except for the Transitional Open Spaces, which shall be maintained as Maintained Facilities under the Financing Plan. At a minimum, all Privately-Owned Community Improvements shall be

maintained in accordance with the requirements of Exhibit M-2. In order to ensure that all such Privately-Owned Community Improvements (other than the Transitional Open Spaces) are maintained as required, Developer shall record a declaration of covenants, conditions, and restrictions in a form approved by the Planning Director and the City Attorney (“**CC&Rs**”) against the residential lots within the Project Site but excluding any sites that are intended for dedication to the City, that requires the master homeowner's association (“**Master HOA**”) to maintain and repair such Privately-Owned Community Improvements in perpetuity, with appropriate homeowners' dues to provide the necessary funding. The CC&Rs may be recorded against lots within the Project Site in phases, but in each instance before commencement of construction of the applicable Buildings. Notwithstanding anything to the contrary contained in any Master HOA governing document, Developer or its Transferee shall make commercially reasonable efforts to enforce the maintenance and repair obligations of the Master HOA during the Term. The CC&Rs shall expressly provide the City with the right to enforce the maintenance and repair provisions of the CC&Rs.

Section 3.10 [Intentionally Omitted].

Section 3.11 Non-City Regulatory Approvals for Public Improvements. The Parties acknowledge that certain Public Improvements and Privately-Owned Community Improvements, most particularly the proposed outfall of stormwater from the Project Site to the Bay and in water construction, require the approval of federal and state governmental agencies that are independent of the City and not a Party to this Agreement (“**Non-City Responsible Agencies**”). The Non-City Responsible Agencies may, at their sole discretion, disapprove installation of such Public Improvements, making such installation impossible. The City will cooperate with reasonable requests by Developer to obtain permits, agreements, or entitlements from Non-City Responsible Agencies for each such improvement, and as may be necessary or desirable to effectuate and implement development of the Project in accordance with the Approvals (each, a “**Non-City Regulatory Approval**”). The City's commitment to Developer under this Section 3.11 is subject to the following conditions:

- (a) Throughout the permit process for any Non-City Regulatory Approval, Developer shall consult and coordinate with each affected City Agency in Developer's efforts to obtain the Non-City Regulatory Approval, and each such City Agency shall cooperate reasonably with Developer in Developer's efforts to obtain the Non-City Regulatory Approval;
- (b) Developer shall not agree to conditions or restrictions in any Non-City Regulatory Approval that could create: (1) any obligations on the part of any City Agency, unless the City Agency agrees to assume such obligations at the time of acceptance of the Public Improvements; or (2) any restrictions on City-owned property (or property to be owned by City under this Agreement), unless in each instance the City, including each affected City Agency, has previously approved the conditions or restrictions in writing, which approval may be given or withheld in its sole discretion; and
- (c) Developer shall bear all costs associated with applying for, obtaining, and complying with any necessary Non-City Regulatory Approval, and any

and all conditions or restrictions imposed as part of a Non-City Regulatory Approval. Developer shall pay or otherwise discharge any fines, penalties, or corrective actions imposed as a result of Developer's failure to comply with any Non-City Regulatory Approval.

Section 3.12 Continuing City Obligations. Certain Non-City Regulatory Approvals may include conditions that entail special maintenance or other obligations that continue after the City accepts the dedication of Public Improvements (each, a “**Continuing Obligation**”). Standard maintenance of Public Improvements, in keeping with City’s existing practices, shall not be deemed a Continuing Obligation. Developer must notify all affected City Agencies in writing and include a clear description of any Continuing Obligation, and each affected City Agency must approve the Continuing Obligation in writing in its sole discretion before Developer agrees to the Non-City Regulatory Approval and the Continuing Obligation. Upon the City’s acceptance of any Public Improvements that has a Continuing Obligation that was approved by the City as set forth above, the City will assume the Continuing Obligation and notify the Non-City Responsible Agency that gave the applicable Non-City Regulatory Approval of this fact.

Section 3.13 Public Financing.

3.13.1 Financing Districts. Developer and City agree to form a CFD under the CFD Act to finance Qualified Project Costs, Additional Community Facilities, and Ongoing Maintenance Services, as described in the Financing Plan. The City agrees not to (i) initiate proceedings for any new or increased special tax or special assessment that is targeted or directed at the Project Site except as provided in the Financing Plan, or (ii) take any other action that is inconsistent with the Financing Plan without Developer’s consent. Any and all costs incurred by the City in forming a CFD shall be City Costs. The terms and conditions of any CFD must be consistent with the specifications in the Financing Plan. Developer shall not, at any time, contest, protest, or otherwise challenge the formation of the CFDs or the issuance of additional bonds or other financing secured by Project Special Taxes, or the application of bond proceeds or Project Special Taxes. Once established, Developer shall not institute, or cooperate in any manner with, proceedings to repeal or reduce the Project Special Taxes. The provisions of this Section shall survive the expiration of this Agreement, and Developer shall include the requirements of this Section in the Master CC&Rs (or, if the Master CC&Rs have not yet been created and recorded, in the sale documents for any sale of all or part of the Property).

3.13.2 Limitation on New Districts. The City will not form any new financing or assessment district over any portion of the Project Site unless the new district applies to similarly-situated property City-Wide or Developer gives its prior written consent to or requests the proceedings.

3.13.3 Permitted Assessments. Nothing in this Development Agreement limits the City’s ability to impose new or increased taxes or special assessments, any equivalent or substitute tax or assessment, or assessments for the benefit of business improvement districts or community benefit districts formed by a vote of the affected property owners.

Section 3.14 Public Power. Within six (6) months after the Effective Date, Developer will provide the SFPUC with all Project information the SFPUC requires to determine the feasibility of providing electric service to the Project Site (the “**Feasibility Study**”). The SFPUC will complete the Feasibility Study within six (6) months after the date that Developer provides to the SFPUC all Project information needed to complete the Feasibility Study. Developer agrees that if the SFPUC determines it is feasible to provide electricity for the Project Site, then the SFPUC will be the exclusive power provider to the Project Site. The SFPUC power will be provided under the SFPUC’s Rules and Regulations Governing Electric Service and at rates that are comparable to rates in San Francisco for comparable service from other providers.

Section 3.15 Workforce. Developer shall require project sponsors, contractors, consultants, subcontractors, and subconsultants, as applicable, to undertake workforce development activities in both the construction and end use phases of the Project in accordance with the Workforce Agreement.

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

Section 4.1 Community Benefits Exceed Those Required by Existing Ordinances and Regulations. The Parties acknowledge and agree that the development of the Project in accordance with this Agreement provides a number of public benefits to the City beyond those achievable through 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 the construction of each of the Development Phases and/or commercial and residential development as described in the Phasing Plan and the Plan Documents, including the Public Improvements, Privately-Owned Community Improvements and the affordable housing under the Housing Plan (each, an “**Associated Community Benefit**”). The timing for delivery of the Associated Community Benefits will be as set forth in each applicable Plan Document. Time is of the essence with respect to the Completion of all Associated Community Benefits.

4.1.1 Associated Community Benefits. Developer shall provide the Associated Community Benefits identified in the following attachments to the Development Agreement (collectively, the “**Community Benefit Programs**”):

- (a) the Infrastructure Plan (including all of the Public Improvements and the Privately-Owned Community Improvements);
- (b) the Parks and Open Space Plan and the Phasing Plan;
- (c) the Housing Plan;

- (d) the Transportation Exhibit;
- and
- (e) the Sustainability Program, as described in the Design Guidelines;
- (f) the Workforce Agreement.

Section 4.2 Conditions to Performance of Associated Community Benefits. Except to the extent expressly stated otherwise in an applicable Plan Document, Developer's obligation to perform each Associated Community Benefit is expressly conditioned upon each and all of the following conditions precedent:

- (a) All Approvals for the applicable Development Phase to which the Associated Community Benefit is tied shall have been Finally Granted;
- (b) Developer shall have obtained all Later Approvals necessary to Commence Construction of the applicable Development Phase to which the Associated Community Benefit is tied, and the same shall have been Finally Granted, except to the extent that such Later Approvals have not been obtained or Finally Granted due to the failure of Developer to timely initiate and then diligently and in good faith pursue such Later Approvals; and
- (c) Developer shall have Commenced Construction of the Development Phase to which the Associated Community Benefit applies.

Whenever this Agreement requires completion of an Associated Community Benefit at or before a specified date or milestone, and that date or milestone is passed without completion of the Associated Community Benefit, the City may withhold certificates of occupancy and Later Approvals in accordance with Section 9.4.4.

Section 4.3 No Additional CEQA Review or General Plan Consistency Findings Required. The Parties acknowledge that the FEIR prepared for the Project complies with CEQA, and that the Project is consistent with the City's General Plan. The Parties further acknowledge that:

- (a) the FEIR contains a thorough analysis of the Project and possible alternatives;
- (b) the Mitigation Measures have been adopted to eliminate or reduce to an acceptable level certain adverse environmental impacts of the Project;
- (c) the Board of Supervisors adopted CEQA Findings, including a statement of overriding considerations in connection with the Approvals, pursuant to CEQA Guidelines Section 15093, for those significant impacts that could not be mitigated to a less than significant level. Accordingly, the City does not intend to conduct any further environmental review or mitigation under CEQA for any aspect of the Project vested under this Agreement. 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 Later Approvals to the extent that such additional environmental review is required by applicable Laws, including CEQA; and

(d) the General Plan Consistency Findings are intended to support all Later Approvals that are consistent with the Project Approvals. To the maximum extent practicable, Planning will shall rely exclusively on the General Plan Consistency Findings when processing and reviewing all Later Approvals, including schematic review under the SUD, proposed Subdivision Maps, and any other actions related to the Project requiring General Plan determinations; provided Developer acknowledges that the General Plan Consistency Findings do not limit the City's discretion in connection with any Later Approval that requires new or revised General Plan consistency findings because of amendments to any Project Approval or Material Changes or that is analyzed in the context of a future General Plan amendment that is a non-conflicting New City Law.

4.3.2 Compliance with CEQA Mitigation Measures. Developer shall comply with all Mitigation Measures imposed as applicable to the Project 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 in the MMRP as the responsibility of the "owner" or the "project sponsor," but not with Mitigation Measures identified in the MMRP as the obligation of "RPD" or the "City." The Parties expressly acknowledge that the FEIR and the associated MMRP are intended to be used in connection with each of the Later Approvals to the extent appropriate and permitted under applicable Law. To the extent necessary, Developer shall incorporate the requirements of the MMRP into any sale of all or part of the land to any vertical developer. Nothing in this Agreement shall limit the discretion of the City to conduct additional environmental review in connection with any Later Approvals to the extent that such additional environmental review is required by applicable Laws, including CEQA, or the ability of the City to impose conditions on any discretionary actions relating to a Material Change, including conditions determined by the City to be necessary to mitigate adverse environmental impacts.

4.3.3 Sidewalks and Streets. By entering into this Agreement, the City's Board of Supervisors and the City Agencies have reviewed and approved the sidewalk, street, and alley widths and general right of way configurations with respect to location and relationship of major elements, including curbs, bicycle facilities, parking, loading areas, and landscaping, as set forth in the Infrastructure Plan, including without limitation the Infrastructure Design Exceptions Memo, and the Design Guidelines, as consistent with the City's central policy objective to ensure street safety for all users while maintaining adequate clearances, including for fire apparatus vehicles. No City Agency with jurisdiction may object to a Later Approval for any Building or any Infrastructure based upon the proposed width of a sidewalk, street, or alley unless such objection is based upon the applicable City Agency's reserved authority to review engineering design or other authority under State law. In the case of such objection, then within five (5) business days of the objection being raised (whether raised formally or informally), representatives from Developer, Public Works, the Planning Department and the objecting City Agency shall meet and confer in good faith to attempt to find a mutually satisfactory resolution

to the objection. If the matter is not resolved within fourteen (14) days following the objection, then the Planning Director shall notify the Clerk of the Board of Supervisors and the members of the Board of Supervisors' Land Use and Transportation Committee. The City Agencies and Developer agree to act in good faith to resolve the matter quickly and in a manner that does not conflict with the City policy, Approvals, this Agreement, or applicable Law. For purposes of this Section, "engineering design" means professional engineering work as set forth in the Professional Engineers Act, California Business and Professions Code sections 6700 *et seq.*

Section 4.4 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.

Section 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 5.7 (Fees and Exactions).

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 Later Approvals.

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 Later Approvals, and in processing and issuing any Later 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, then 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 but subject to the twelve (12) month deadline set forth below in this Section 4.5.4. 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 twelve (12) 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.

Section 4.6 Prevailing Wages and Working Conditions. Certain contracts for work at the Project Site may be public works contracts if paid for in whole or part out of public funds, as the terms “public work” and “paid for in whole or part out of public funds” are defined in and subject to exclusions and further conditions under California Labor Code sections 1720–1720.6. In connection with the Project, Developer shall comply with all California public works requirements as and to the extent required by State Law. In addition, Developer agrees that all workers performing labor in the construction of public works (including the Public Improvements) under this Agreement will be: (1) paid not less than the Prevailing Rate of Wages as defined in Administrative Code section 6.22 and established under Administrative Code section 6.22(e), (2) provided the same hours, working conditions, and benefits as in each case are provided for similar work performed in San Francisco County in Administrative Code section 6.22(f), and (3) employ Apprentices in accordance with San Francisco Administrative Code Section 23.61. Any contractor or subcontractor performing a public work or constructing Improvements must make certified payroll records and other records required under Administrative Code section 6.22(e)(6) available for inspection and examination by the City with respect to all workers performing covered labor. City’s Office of Labor Standards Enforcement (“**OLSE**”) enforces labor laws, and OLSE shall be the lead agency responsible for ensuring that prevailing wages are paid and other payroll requirements are met in connection with the work, as more particularly described in the Workforce Agreement.

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, Later Approval or Non-City Approval, (iii) the failure of any improvements constructed pursuant to the Approvals or Later Approvals to comply with any Applicable Laws, including Existing Standards, (iv) any accident, bodily injury, death, personal injury, or loss of or damage to property occurring on the Project Site (or the public right of way adjacent to the Project Site) in connection with the construction by Developer or its agents or contractors of any improvements pursuant to the Approvals, Later 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,

(vii) any claim relating to the Public Trust Exchange Agreement, including any claim by the State against the City relating to the condition of the property transferred to the State, and (viii) 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 any of the foregoing indemnification obligations 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.

ARTICLE 5 VESTING AND CITY OBLIGATIONS

Section 5.1 Vested Rights. By the Approvals, the City has made a policy decision that the Project, as described in and as may be modified in accordance with the Approvals, is in the best interests of the City and promotes the public health, safety, and 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 and parcelization, 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 Later Approvals, at any time during the Term, any of which shall be governed by Applicable Laws. Each Later Approval, once granted, shall be deemed an Approval for purposes of this Section 5.1.

Section 5.2 Existing Standards. The City shall process, consider, and review all Later Approvals in accordance with (i) the Approvals, (ii) the San Francisco General Plan, (iii) the Municipal Code (including the Subdivision Code), and all other applicable City policies, rules, and regulations, as each of the foregoing is in effect on the Effective Date (“**Existing Standards**”), as the same may be amended or updated in accordance with permitted New City Laws as set forth in Section 5.6 (New City Laws), (iii) California and federal law, as applicable, and (iv) this Agreement, including the Plan Documents (collectively, “**Applicable Laws**”). The Enacting Ordinance contains express waivers and amendments to Chapter 56 consistent with this Development Agreement.

5.2.1 No Implied Waiver of Codes. Nothing in this Agreement, including the Infrastructure Plan, constitutes an implied waiver or exemption of the Subdivision Code or the Public Works Code. Any waiver or exemption from these codes must be specifically identified in a memorandum attached to the Infrastructure Plan and the waiver and exemption must be

explicit (the “**Infrastructure Design Exceptions Memo**”). In order to effect such a waiver and exemption, the Infrastructure Design Exceptions Memo must: (i) identify the applicable section of the Code, (ii) identify the specific project component necessitating the waiver or exemption, including how it will not comply with the Code, (iii) identify the portions of the Infrastructure Plan discussing such project component, and (iv) provide an explanation for the waiver or exemption. To the extent there is a conflict between the Subdivision Code or the Public Works Code or other applicable City standards and any drawing or text in the Infrastructure Plan, the Code section shall control (subject to the vesting provisions of this Agreement) except as specified in the Infrastructure Design Exceptions Memo. For any waiver or exemption not specifically identified in the Infrastructure Design Exceptions Memo, Developer shall comply with the City’s existing processes to seek any necessary waivers or exemptions. The City’s failure to enforce any part of the Subdivision Code or Public Works Code shall not be deemed a waiver of its right to do so thereafter, but it shall not override the Approvals standards set forth in Sections 3.2.6, 5.2, 5.3, and 5.4.

Section 5.3 Criteria for Later Approvals. Developer shall be responsible for obtaining all required Later Approvals before the start of any construction. The City, in granting the Approvals and vesting the Project through this Agreement, is limiting its future discretion with respect to Later Approvals to the extent that they are consistent with the Approvals and this Agreement. The City shall not disapprove applications for Later Approval based upon an item or element that is consistent with the Approvals, or impose new conditions that conflict with 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 Later Approval to any condition that is necessary to bring the Later Approval into compliance with Applicable Laws. For any part of a Later Approval request that has not been previously reviewed or considered by the applicable City Agency (such as additional details or plans), the City Agency shall exercise its discretion consistent with the Municipal Code, the Approvals and otherwise in accordance with City’s customary practice (but subject to the requirements of this Agreement). Nothing in this Agreement shall preclude the City from applying New City Laws for any development not within the definition of the “Project” under this Agreement.

Section 5.4 Strict Building Code Compliance.

5.4.1 City-Wide Building Codes. Except as otherwise provided in Section 5.4.2 and Section 4.3.3, when considering any application for a Later Approval, the City or the applicable City Agency shall apply the applicable provisions, requirements, rules, or regulations (including any applicable exceptions) that are contained in the San Francisco Building Codes, including the Public Works Code, Subdivision Code, Mechanical Code, Electrical Code, Green Building Code, Housing Code, Plumbing Code, Fire Code, or other uniform construction codes applicable on a City-Wide basis.

5.4.2 Applicability of Utility Infrastructure Standards. Nothing in this Development Agreement will preclude the City from applying then-current standards and New City Laws for Utility Infrastructure for each Later Approval if: (i) the standards for Utility Infrastructure as applied, City-Wide, are compatible with, and would not require a material modification to previously approved plans for the work (*e.g.*, changes that would involve the redesign of plans or documents that were previously approved), and (ii) the deviations are

compatible with, and would not require any retrofit, material modification (including construction of new supplementary systems or improvements), removal, reconstruction or redesign of what was previously built as part of the Project. If Developer claims that the City's request for changes to design or construction documents violates the preceding sentence, it will submit to the City reasonable documentation to substantiate its claim, including bids, cost estimates, or other supporting documentation. The Parties agree to meet and confer for a period of not less than thirty (30) days to resolve any dispute regarding application of this Section. If the Parties do not agree following the meet and confer period, Developer may seek judicial relief for any City violation of the limitations imposed by this Section.

Section 5.5 Denial of a Later Approval. If the City denies any application for a Later Approval that implements a Building that is part of the Project, 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.

Section 5.6 New City Laws. All future changes to Existing Standards and any other Laws, plans or policies adopted by the City or adopted by voter initiative after the Effective Date ("**New City Laws**") 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 5.8 (Changes in Federal or State Laws). All references to any part of the Municipal Code in this Agreement shall mean that part of the Municipal Code (including the Administrative Code) in effect on the Effective Date, with such changes and updates as are adopted from time to time, except for any changes or updates that conflict with this Agreement as set forth in Section 5.6.1.

5.6.1 New City Laws shall be deemed to conflict with this Agreement and the Approvals if they:

- (a) limit or reduce the density or intensity of the Project, or any part thereof, or otherwise require any reduction in the square footage or number of proposed Buildings (including the number of residential dwelling units) or change the location of proposed Buildings or change or reduce other improvements from that permitted under 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 Buildings or other improvements that are permitted as part of the Project under the Approvals;
- (c) limit, reduce or change the amounts of parking and loading spaces or location of vehicular access, parking or loading from that permitted under the Approvals, except as provided in the TDM Plan (defined in the Transportation Plan);

(d) limit any land uses for the Project from that permitted under the Approvals or the Existing Uses;

(e) except as provided in this Agreement, limit, control or delay in more than an insignificant manner the rate, timing, phasing, or sequencing of the approval, development, or construction of all or any part of the Project, including the demolition of existing buildings at the Project Site, except as expressly set forth in this Agreement;

(f) require the issuance of permits or approvals by the City other than those required under the Existing Standards, except for (i) permits or approvals required on a City-Wide basis that relate to construction of improvements and do not prevent construction of the applicable aspects of the Project that would be subject to such permits or approvals as and when intended by this Agreement, and (ii) permits that replace (but don't expand the scope or purpose of) existing permits;

(g) materially limit the availability of public utilities, services or facilities, or any privileges or rights to public utilities, services, or facilities for the Project;

(h) impose any ordinance, resolution, or regulation that controls commercial or residential rents or purchase prices charged within the Project or on the Project Site, except as such imposition is expressly required by this Agreement;

(i) materially and adversely limit the processing or procuring of applications and approvals of Later Approvals that are consistent with Approvals;

(j) increase the percentage of required affordable or BMR Units, change the AMI percentage levels for the affordable housing pricing or income eligibility, change the requirements regarding unit size, finishes, or unit type, control or limit home owner association or common area dues or amenity charges, or increase the amount or change the configuration of required open space; or

(k) impose new or modified Impact Fees and Exactions other than as permitted under Section 5.7 (Fees and Exactions).

5.6.2 Developer shall have the right, from time to time and at any time, to file Subdivision Map applications (including phased final map applications and development-specific condominium map or plan applications) with respect to some or all of the Project Site, and shall subdivide, reconfigure, or merge parcels within the Project Site as required to complete the Project before starting construction of the Project. The specific boundaries of parcels shall be set by Developer and approved by the City during the subdivision process. Nothing in this Agreement shall authorize Developer to subdivide or use any of the Project Site for purposes of sale, lease, or financing in any manner that conflicts with the Subdivision Map Act or with the Subdivision Code. Nothing in this Agreement shall prevent the City from enacting or adopting changes in the methods and procedures for processing subdivision and parcel maps so long as such changes do not conflict with the provisions of Applicable Laws or with the Approvals.

5.6.3 Developer may elect to have a New City Law that conflicts with this Agreement applied to the Project or the Project Site (or in the case of a Transferee, to the portion of the Project site owned by the Transferee) by giving the City written notice of its election to have a New City Law applied, in which case such New City Law shall be deemed to be an Existing Standard as to the Project or portion of the Project Site, as applicable; provided, however, that if the application of the New City Law would be a Material Change to the City's obligations under this Agreement, the application of the New City Law will require the concurrence of any affected City Agencies.

Section 5.7 Impact Fees and Exactions.

5.7.1 Generally. The Project shall only be subject to the Processing Fees and Impact Fees and Exactions as set forth in Section 5.7, and the City shall not impose any new Processing Fees or Impact Fees and Exactions on the development of the Project or impose new fees or exactions 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 Section 5.7 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.

5.7.2 Impact Fees and Exactions.

(a) During the Initial Term, as extended by a Litigation Extension (if any), (1) the only Impact Fees and Exactions that will apply to the Project will be the Impact Fees and Exactions listed on Exhibit U (the "**Applicable Impacts Fees and Exactions**"), and (2) the rates of the Applicable Impact Fees and Exactions as applied will be subject to annual escalation in accordance with the methodology currently provided in Planning Code Section 409 from the Effective Date to the date that the Applicable Impact Fee and Exaction is paid (the "**Annual Adjustment**").

(b) During the First Extended Term, Developer shall be subject to all increases in the rates of the Applicable Impact Fees and Exactions to the extent that such increases are applied City-Wide; provided, however, that any such increases shall be limited to the lesser of (i) a 10% increase from the applicable rate in place the immediately preceding year, and (ii) the rate otherwise generally applicable based on then current City standards.

(c) During the First Extended Term, Developer shall also be subject to any new Impact Fees and Exactions that apply to the Project so long as the new Impact Fee and Exaction is (i) generally applicable on a City-Wide Basis for similar land uses, and (ii) not redundant as to the Project of a fee, dedication, or requirement that is imposed under this Agreement; i.e. any fee, dedication, or requirement related to affordable housing, open space, transportation sustainability, child care, or sea-level rise.

(d) During the Second Extended Term, all Impact Fees and Exactions in effect at the time of assessment shall apply to any development on the Project Site.

5.7.3 Processing Fees. Developer shall pay all Processing Fees in effect, on a City-Wide basis, at the time that Developer applies for a Later Approval for which such Processing Fee is payable in connection with the applicable part of the Project.

Section 5.8 Changes in Federal or State Laws.

5.8.1 City's Exceptions. Notwithstanding any provision in this Agreement to the contrary, each City Agency having jurisdiction over the Project shall exercise its discretion under this Agreement in a manner that is consistent with the public health and safety and shall at all times retain its respective authority to take any action that is necessary to protect the physical health and safety of the public (the “**Public Health and Safety Exception**”) or reasonably calculated and narrowly drawn to comply with applicable changes in Federal or State Law affecting the physical environment (the “**Federal or State Law Exception**”), including the authority to condition or deny a Later Approval or to adopt a new Law applicable to the Project so long as such condition or denial or new regulation (i)(a) is limited solely to addressing a specific and identifiable issue in each case required to protect the physical health and safety of the public, or (b) is required to comply with 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 (ii) is applicable on a City-Wide basis to the same or similarly situated uses and applied in an equitable and non-discriminatory manner. Developer retains the right to dispute any City reliance on the Public Health and Safety Exception or the Federal or State Law Exception. If the Parties are not able to reach agreement on such dispute following a reasonable meet and confer period, then Developer or City may seek judicial relief with respect to the matter.

5.8.2 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 under this Agreement, then such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such Federal or State Law. In such event, this Agreement shall be modified only to the extent necessary or required to comply with such Law, subject to the provisions of Section 5.8.4, as applicable.

5.8.3 Changes to Development Agreement Statute. This Agreement has been entered into in reliance upon the provisions of the Development Agreement Statute. No amendment of or addition to the Development Agreement Statute that would affect the interpretation or enforceability of this Agreement 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.

5.8.4 Effect on Agreement. If any of the modifications, amendments or additions described in Section 5.8 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, or the applicable portion thereof, becomes economically infeasible (a “**Law Adverse to Developer**”), then Developer shall notify the City and propose amendments or solutions that would maintain the benefit of the bargain (that is this Agreement) for both Parties. If any of the modifications, amendments or additions described in Section 5.8 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 5.8.4, the Parties agree to meet and confer in good faith for a period of not less than sixty (60) days in an attempt to resolve the issue. If the Parties cannot resolve the issue in sixty (60) days or such longer period as may be agreed to by the Parties, then the Parties shall mutually select a mediator at JAMS in San Francisco for nonbinding mediation for a period of not less than thirty (30) days. If the Parties remain unable to resolve the issue following such mediation, then either party shall have the right to seek available remedies at law or in equity to maintain the benefit of the bargain or alternatively to seek termination of this Agreement if the benefit of the bargain cannot be maintained in light of the Law Adverse to Developer or Law Adverse to the City.

Section 5.9 No Action to Impede Approvals. Except and only as required under Section 5.8, the City shall take no action under this Agreement nor impose any condition on the Project that would conflict with this Agreement or the Approvals. An action taken or condition imposed shall be deemed to be in conflict with this Agreement or the Approvals if such actions or conditions result in the occurrence of one or more of the circumstances identified in Section 5.6.1.

Section 5.10 Estoppel Certificates. Developer may, at any time, and from time to time, deliver notice to the Planning Director requesting that the Planning Director certify to Developer, a potential Transferee, or a potential lender to Developer, in writing that to the best of the Planning Director's knowledge: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended or modified, and if so amended or modified, identifying the amendments or modifications and stating their date and providing a copy or referring to the recording information; (iii) Developer is not in Default in the performance of its obligations under this Agreement, or if in Default, to describe therein the nature and amount of any such Defaults; and (iv) the findings of the City with respect to the most recent annual review performed pursuant to Section 8.1 (Annual Review). The Planning Director, acting on behalf of the City, shall execute and return such certificate within forty-five (45) days following receipt of the request.

Section 5.11 Existing, Continuing Uses and Interim Uses. The Parties acknowledge that the Existing Uses are lawfully authorized uses and may continue as such uses may be modified by the Project, provided that any modification thereof not a component of or contemplated by the Project is subject to Planning Code Section 178 and the applicable provisions of Article 5 (Vesting and City Obligations). Developer may install interim or temporary uses on the Project Site, which uses must be consistent with those uses allowed under the Project's zoning and the Project SUD.

Section 5.12 Costa-Hawkins Rental Housing Act.

5.12.1 Non-Applicability of Costa-Hawkins Act to BMR Units. Chapter 4.3 of the California Government Code directs public agencies to grant concessions and incentives to private developers for the production of housing for lower income households. The Costa-Hawkins Rental Housing Act, California Civil Code sections 1954.50 et seq. (the “**Costa-Hawkins Act**”) and San Francisco Administrative Code section 37.2(r)(5) provide for no limitations on the establishment of the initial and all subsequent rental rates for a dwelling unit that meets the definition of new construction, with exceptions, including an exception for dwelling units constructed pursuant to a contract with a public agency in consideration for a direct financial contribution or any other form of assistance specified in Chapter 4.3 of the California Government Code (section 1954.52(b)). Based upon the language of the Costa-Hawkins Act and the terms of this Agreement, the Parties agree that the Costa-Hawkins Act and section 37.2(r)(5) do not and in no way shall limit or otherwise affect the restriction of rental charges for the BMR Units. This Agreement falls within the express exception to the Costa-Hawkins Act, Section 1954.52(b) because this Agreement is a contract with a public entity in consideration for contributions and other forms of assistance specified in Chapter 4.3 (commencing with Section 65919 of Division 1 of Title 7 of the California Government Code). The City and Developer would not be willing to enter into this Agreement without the understanding and agreement that Costa-Hawkins Act provisions set forth in California Civil Code section 1954.52(a) do not apply to the BMR Units as a result of the exemption set forth in California Civil Code section 1954.52(b) for the reasons set forth in Section 5.12.

5.12.2 General Waiver Regarding BMR Units. Developer, on behalf of itself and all of its successors and assigns of all or any portion of the Project Site, agrees not to challenge and expressly waives, now and forever, any and all rights to challenge the requirements of this Agreement related to the establishment of the BMR Units under the Costa-Hawkins Act or section 37.2(r)(5) (as they may be amended or supplanted from time to time). If and to the extent such general covenants and waivers are not enforceable under Law, the Parties acknowledge that they are important elements of the consideration for this Agreement and the Parties should not have the benefits of this Agreement without the burdens of this Agreement. Accordingly, if Developer challenges the application of this covenant and waiver, then such breach will be 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.

5.12.3 Inclusion in All Assignment and Assumption Agreements and Recorded Restrictions. Developer shall include the provisions of Section 5.12 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.

Section 5.13 Taxes. Nothing in this Agreement limits the City's ability to impose new or increased taxes or special assessments, or any equivalent or substitute tax or assessment, provided (i) the City shall not institute or initiate proceedings for any new or increased special tax or special assessment for a land-secured financing district (excluding the Project Special Taxes under the CFD Act contemplated by this Agreement and excluding business improvement districts or community benefit districts formed by a vote of the affected property owners) that includes the Project Site unless the new district is City-Wide, or Developer gives its prior written

consent to or requests such proceedings, (ii) Developer and the City shall not take any other action that is inconsistent with the Financing Plan without the other Party's consent, and (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.

ARTICLE 6 NO DEVELOPMENT OBLIGATION

Section 6.1 No Development Obligation. There is no requirement that Developer initiate or complete development of the Project, subject to the requirement to provide the Associated Community Benefits (including the Public Improvements and the Privately-Owned Community Improvements) in accordance with this Agreement if Developer elects to Commence Construction and pursue to Completion a particular Development Phase as provided in the Phasing Plan and the Housing Plan. There is also no requirement that development be initiated or completed within any period of time or in any particular order, subject to the requirements relating to the Associated Community Benefits. 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. Accordingly, the Parties agree that except for the construction phasing required by Section 3.2, the Plan Documents (including deadlines for the completion of Associated Community Benefits), the Phasing Plan, the Housing Plan, the Mitigation Measures, and any express construction dates set forth in a Later Approval, (i) Developer shall have the right to develop the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment, and (ii) 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. Notwithstanding the above, the City retains authority to reject any Developer request for temporary or interim Public Improvement or deferral of the construction of the permanent Public Improvement, and can require permanent Public Improvements with each Development Phase.

Section 6.2 Real Estate Transfers. Upon Developer's request, the City will vacate the streets shown on Exhibit V and transfer fee title to such streets to Developer upon satisfaction of all conditions for vacation and transfer, including Board of Supervisor approval of the vacation as required under the Subdivision Code and any City's receipt of any payments due under Section 6.3. In connection with the Trust Exchange, Developer shall transfer certain real

property to the City as generally shown on Exhibit W. The City shall also have the right to accept from Developer temporary or permanent easements, as needed, in a form approved by the applicable City Agency and the City Attorney, for utility lines to be owned by the City. In addition, upon completion of the Public Infrastructure on Developer-owned property that will be owned, maintained, and operated by the City, Developer shall transfer fee title to the underlying real property to the City when required under the applicable Public Improvement Agreement. Developer shall prepare all maps and legal descriptions as required to effectuate the proposed real estate transfers subject to the approval of the Director of Property (and, where applicable, the Public Works Director), which will not be unreasonably withheld. Following satisfaction of all conditions to closing, including the vacation and abandonment of any public rights and the relocation of any utilities in such real property, the City shall convey any real property to Developer, by quitclaim deed in the form attached as Exhibit X and Developer shall convey any real property to the City by grant deed in the form attached as Exhibit Y. Developer shall accept any City property strictly in its “as is” condition, without representation or warranty, and releases the City from any liability relating to the condition of the Property. Each Party shall have the right to perform physical, title, and other customary due diligence before accepting title to exchanged land, and shall have the right to object to the condition of the property, including the environmental condition, in its sole discretion. It shall be a condition precedent to the City's acceptance of any real property that the City obtain title insurance, at Developer's sole cost, in form and from an issuer reasonably acceptable to City in the amount of the fair market value of the land. Developer shall have the right, but not the obligation, to obtain title insurance for the real property that it accepts at Developer's sole cost. If the accepting Party objects to the condition of the real property, including any title exceptions, then the Parties shall meet and confer for a period of thirty (30) days, or such longer period as may be agreed to by the Parties, to try to reach a reasonable resolution. It is the Parties' intent that Developer shall pay all reasonable costs of remedying any objectionable property condition. If the Parties are not able to reach resolution, then neither Party shall be required to complete the real property transfer.

Section 6.3 Potential Payments for Real Property; Indemnification. If any real property exchange under this Agreement results in a net loss of acreage for the City (not including any submerged lands), then Developer shall pay to the City the fair market value of the real property loss at the time of transfer based on the then-current use of the property so transferred, as determined by appraisal and approved by City's Director of Property. The City shall not be required to pay for any net gain in real property; provided, however, such gain can be applied against future real property transfers for purposes of determining whether there has been a net loss as described above; provided, further, that any such gain shall be considered an Associated Community Benefit. Notwithstanding any such credit against future transfers, the City will not be required to reimburse any payments made for real property in connection with a previous transfer. Developer shall Indemnify the City against any and all Losses relating to real property conveyed by Developer to City under this Agreement, including but not limited to any Loss relating to the presence of hazardous materials in or on the real property at the time of transfer to the City.

Section 6.4 Street Vacations. The Parties acknowledge that all applicable City agencies having jurisdiction have reviewed and approved the proposed street vacation actions as shown on Exhibit V. As a result, the City hereby waives any requirement that the proposed

street vacations obtain review and recommendation by the City's interdepartmental Transportation Advisory Staff Committee (TASC).

Section 6.5 Public Trust. To effectuate the planned reconfiguration of lands within the Project Site that are or may be held subject to the public trust for commerce, navigation, and fishery (the "**Public Trust**"), the City, acting through the Port, RPD, and the Director of Real Estate, and Developer agree to enter into a separate title settlement, public trust exchange and boundary line agreement with the California State Lands Commission ("**State Lands**") substantially in the form attached as Exhibit P (the "**Public Trust Exchange Agreement**"). The Public Trust Exchange Agreement provides that the Public Trust exchange as described therein (the "**Public Trust Exchange**") shall occur in one or two phases upon the satisfaction of certain conditions. A map showing the areas that will be removed from the Public Trust and the areas that will become subject to the Public Trust as part of the Public Trust Exchange is attached to the Public Trust Exchange Agreement. The City cannot transfer to Developer any lands that are (or may be) presently subject to the Public Trust until the Public Trust is removed from the land under the Exchange Agreement. The City and Developer shall each use reasonable efforts to satisfy the conditions and diligently and timely complete the Public Trust Exchange under the Public Trust Exchange Agreement to achieve a configuration of Public Trust and non-Public Trust lands substantially similar to that set forth in the Public Trust Exchange Agreement as and when needed to enable Developer to develop the Project, provided before closing (i) each Party shall have approved the condition of title and the condition of the real property as set forth in Section 6.2, (ii) the Port and RPD shall have entered into an MOU that defines the roles and responsibilities of each with respect to the lands subject to the Public Trust, and (iii) Developer shall have obtained its first Development Phase Approval. Developer shall initiate and complete, at no cost to the City, all mapping and legal descriptions and take such additional actions as may be needed to effectuate the Public Trust Exchange. At the Trust Exchange closing, the City shall record an open space covenant in the form of Exhibit Z to ensure RPD operation and management for park and open space uses of those portions of the India Basin Open Space and Big Green to be exchanged into the Public Trust and placed under Port jurisdiction for public trust purposes. The Parties acknowledge that, in accordance with the Public Trust Exchange Agreement, the governing body of State Lands (the State Lands Commission) must approve the Public Trust Exchange Agreement and certain conditions required by the Exchange Act must be satisfied before closing. Neither Developer nor the City shall engage in any activities that would be reasonably expected to jeopardize the parties' ability to satisfy the conditions for closing as set forth in the Exchange Act or the Public Trust Exchange Agreement. The City shall not be required to complete the Public Trust Exchange if Developer is in Default, or has not completed all mapping, surveys, and legal descriptions necessary, or has not paid or committed to pay all costs required to effectuate the closing. Promptly following the Public Trust Exchange, Developer and City will enter into a permit to enter in the form of Exhibit BB for the real property that will become the Big Green in order to provide Developer use of this site for construction staging and completion of the Big Green, and to require Developer maintenance of this real property until the Big Green is Completed.

Section 6.6 Reserved Easements. In connection with the Public Trust Exchange, Developer will reserve certain easements for stormwater improvements and outfalls over portions of the Big Green and India Basin Open Space as generally shown on Exhibit DD (collectively, the "**Stormwater Easements**"). City will reasonably cooperate with Developer

with the documentation and conveyance of such easements to insure that the Stormwater Easements are in place before the Public Trust is placed on the applicable real property.

ARTICLE 7 MUTUAL OBLIGATIONS

Section 7.1 Notice of Completion, Revocation or Termination. Within thirty (30) days after 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, within thirty (30) days after Developer's request, when one or more Development Phases and all of the Associated Community Benefits and Infrastructure tied to those Development Phases have been completed, the City and Developer shall execute and record a notice of completion in the form attached as Exhibit AA for the applicable property.

Section 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 Later 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 Later 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 reimburses through the payment of Processing Fees.

7.2.1 Specific Actions by the City. The City actions and proceedings subject to this Agreement shall be through the Planning Department, and/or the 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 or changing the grades of streets and other necessary modifications of the streets, the street layout, and other public or private rights-of-way, including streetscape improvements, encroachment permits, improvement permits, and any requirement to abandon, remove, and relocate public utilities (and, when applicable, City utilities) as identified in the Approvals and Later Approvals.

7.2.2 Role of Planning Department and RPD. The Parties agree that the Planning Department will act as the City's lead agency to facilitate coordinated City review of applications for Later Approvals relating to development of the Project on the Developer Property, and RPD will act as the City's lead agency to facilitate coordinated City review of applications for Later Approvals relating to development of the Project on the India Basin Open Space and Big Green. As such, Planning Department and RPD staff will, as applicable: (i) work with Developer to ensure that all such applications are technically sufficient and constitute complete applications and (ii) interface with City Agency staff responsible for reviewing any application under this Agreement to ensure that City Agency review of such applications are concurrent and that the approval process is efficient and orderly and avoids redundancies. Public Works shall be the City's lead agency for all actions subject to the Subdivision Map Act.

7.2.3 City Agencies.

(a) Review of Applications. Developer will submit each application for Later Approvals, including Design Review Applications and applications for the design and construction of Public Improvements (including Parks and Open Spaces) and Mitigation Measures, to the applicable City Agencies. Each City Agency, including the Port, RPD, PUC, SFMTA, SFFD, Public Works, and MOHCD, will process expeditiously and with due diligence all submissions, applications and requests by Developer for Later Approvals, including all permits, approvals, agreements, plans, and other actions that are necessary to implement the Project. Each City Agency will review submittals made to it for consistency with this Agreement, and will use good faith efforts to coordinate with any other applicable City Agency to determine completeness within thirty (30) days and to provide comments and make recommendations to Developer within sixty (60) days of the City Agency's receipt of the complete application. If the City Agency disapproves an application and Developer subsequently resubmits, the City Agency, will have an additional 30 days for review from receipt of the resubmittal (which period will include consultation with other City Agencies to the extent requested by the City Agency). This procedure will continue until the City Agency approves the amended application. Without limiting the foregoing, City agrees to use good faith efforts to process all Tentative Subdivision Map applications in accordance with the time limits set forth in the Executive Directive 17-02 dated September 27, 2017.

(b) Review Standards. In considering any application, the City Agencies (i) will not impose requirements or conditions that are inconsistent with this Agreement, or impose new conditions that conflict with the Development Agreement, including any Plan Document or Approval, and (ii) will not disapprove the application or require any revisions to any application based on items that conform to and are consistent with this Agreement, including the Infrastructure Design Exceptions Memo. Any City Agency denial of an application shall include a statement of the reasons for such denial. Developer will work collaboratively with the City Agencies to ensure that such application is discussed as early in the review process as possible and that Developer and the City Agencies act in concert with respect to these matters.

Section 7.3 Third Party Challenges. In the event of any 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. 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 incurred 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*, (i) Developer shall have the right to receive monthly invoices for all such costs, and (ii) Developer may elect to terminate this Agreement, and the Parties will thereafter seek to have the Third-Party Challenge dismissed. Developer shall have no obligation to reimburse any City costs incurred after the date of dismissal. The filing of any Third Party Challenge shall not delay or stop the development, processing, or construction of the Project or

the issuance of Later Approvals unless the third party obtains a court order preventing the activity.

Section 7.4 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 Later 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.

Section 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, RPD or the Director of Property, as applicable, shall grant permits to enter City-owned property under their respective jurisdiction, including the Big Green, in the form attached as Exhibit BB, 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.

Section 7.6 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 Later 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.

ARTICLE 8 PERIODIC REVIEW OF DEVELOPER'S COMPLIANCE

Section 8.1 Annual Review. Pursuant to Section 65865.1 of the Development Agreement Statute and Section 56.17 of the Administrative Code (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. 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.

Section 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. Within sixty (60) days following request by the Planning Director, Developer shall provide a letter to the Planning Director explaining, with appropriate backup documentation, Developer's compliance with this

Agreement for the preceding calendar year, 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 forty (40) days after Developer submits such letter, the Planning Director shall review the information submitted by Developer and all other available evidence regarding Developer's compliance with this Agreement, and shall consult with applicable City Agencies as appropriate. All such available evidence, including final staff reports, shall, upon receipt by the City, be made available as soon as possible to Developer. The Planning Director shall notify Developer in writing whether 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 on the basis of substantial evidence that the Developer has not complied in good faith with the terms and conditions of 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 Section 8.2 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 Transferees or between or among Transferees, then the annual review hereunder shall be conducted separately with respect to Developer and each Transferee, but there can be no more than one master Developer/Transferee for each Development Phase. If portions of the Project Site are divided within a Development Phase to more than one Developer, then the Developers within the Development Phase shall jointly submit the materials required by this Article 8 and the City review process will proceed as one for the whole Development Phase. Notwithstanding the foregoing, the Planning Commission and Board of Supervisors shall make its determinations and take its action separately with respect to each 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 an individual 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 (and its Affiliates) as to whom the determination is made and the portions of the Project Site in which such Party (and its Affiliates) has an interest. In other words, even when the review process is bundled for multiple Developers/Transferees in a Development Phase, any action determination of noncompliance or default will be made only against the defaulting Party (and its Affiliates).

8.2.4 Default. The rights and powers of the City under Section 8.2 are in addition to, and shall not limit, the rights of the City to terminate or take other action under this Agreement on account of the commission by Developer of a Default.

ARTICLE 9 ENFORCEMENT OF AGREEMENT; DEFAULT; REMEDIES

Section 9.1 Enforcement. As of the date of this Agreement, the only Parties to this Agreement are the City and Developer. Except as expressly set forth in this Agreement (for successors, Transferees and Mortgagees), this Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person or entity whatsoever.

Section 9.2 Meet and Confer Process; Non-Binding Arbitration. 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) business days, to respond to or cure such alleged failure. If the Parties cannot resolve the issue in ten (10) 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. The meet and confer and non-binding arbitration process shall not be required (i) for any failure to pay amounts due and owing under this Agreement or (ii) if a delay in sending a notice pursuant to Section 9.3 would impair, prejudice, or otherwise adversely affect a Party or its rights under this Agreement. The Party asserting such failure shall request that such meeting and conference occur within three (3) business days following the request and if, despite the good faith efforts of the requesting Party, such meeting has not occurred within seven (7) business days of such request, then such Party shall be deemed to have satisfied the requirements of this Section 9.2 and may proceed in accordance with the issuance of a notice of default under Section 9.3.

Section 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 or a party takes title to Foreclosed Property constituting only a portion of the Project, and, therefore there is more than one Party that assumes obligations of “Developer” under this Agreement, 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; provided, a Developer may be impacted by another Developer’s Default based on City’s right to withhold certificates of occupancy and Later Approvals as set forth in Section 9.4.4. For purposes of this Article 9, a Party shall include all of its Affiliates who have an ownership interest in a portion of the Project Sites, and therefore any termination or other remedy against that Party may include the same remedy against all such Affiliates.

Section 9.4 Remedies.

9.4.1 Specific Performance. Subject to, and as limited by, the provisions of Sections 9.4.3, 9.4.4, and 9.5, in the event of a Default, the remedies available to a Party shall include specific performance of this Agreement in addition to any other remedy available at law or in equity.

9.4.2 Termination. Subject to the limitation set forth in Section 9.4.4, in the event of a Default, and following a public hearing at the Board of Supervisors regarding such Event of Default and proposed termination, 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. Any such termination shall be effective upon the date set forth in the notice of termination, which shall in no event be earlier than ninety (90) days following delivery of the notice. Consistent with Sections 9.3 and 12.3, there are no cross-defaults under this Agreement, and therefore if there is more than one “Developer” (as it relates to different parts of the Project Site), then any termination of this Agreement for Default will be limited to the Developer that sent or received the termination notice together with its Affiliates; provided, the foregoing will not limit the City’s right to withhold certificates of occupancy or Later Approvals to non-defaulting Developer (i) Project-wide when the Interim Requirements for affordable housing are not met by an Interim Measurement Date as set forth in the Housing Plan, or (ii) within the same Development Phase when the Parks and Open Spaces are not Completed when required under Section 3 of the Phasing Plan with regard to each applicable Development Phase, subject to all cure rights under this Agreement, the Housing Plan, and the Phasing Plan. The Party receiving the notice of termination may take legal action available at law or in equity if it believes the other Party’s decision to terminate was not legally supportable.

9.4.3 Limited Damages. The Parties have determined that except as set forth in this Section 9.4.3, (i) monetary damages are generally inappropriate, (ii) it would be extremely difficult and impractical to fix or determine the actual damages suffered by a Party as a result of a Default hereunder, and (iii) equitable remedies and remedies at law, not including damages but including specific performance and termination, are particularly appropriate remedies for enforcement of this Agreement. Consequently, Developer agrees that the City shall not be liable to Developer for damages under this Agreement, and the City agrees that Developer shall not be liable to the City for damages under this Agreement, and each covenants not to sue the other for or claim any damages under this Agreement and expressly waives its right to recover damages under this Agreement, except as follows: (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, but subject to any express conditions for such payment set forth in 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, (3) to the extent a court of competent jurisdiction determines that specific performance is not an available remedy with respect to an unperformed Associated Community Benefit, the City shall have the right to monetary damages equal to the costs that the City incurs or will incur to complete the Associated Community Benefit as determined by the court less any amounts actually collected by the City in exercising rights to security held by the City, (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 to this Agreement or in the applicable portion of the San Francisco Municipal Code incorporated into this Agreement. 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 due the City from Developer are past due; provided, however, if Developer has conveyed or transferred some but not all of the Project or a party takes title to Foreclosed Property constituting only a portion of the Project, and, therefore, there is more than one party that assumes obligations of “Developer” under this Agreement, then the City shall continue to process requests and take other actions as to the other portions of the Project so long as the applicable Developer as to those portions is current on payments due the City. The City shall have the right to withhold certificates of occupancy for a Building or to withhold issuance of Later Approvals (i) Project-wide if the Interim Requirements for affordable housing are not met by an Interim Measurement Date as set forth in the Housing Plan, or (ii) within a Development Phase if the Parks and Open Spaces are not Completed when required under Section 3 of the Phasing Plan with regard to that Development Phase, subject to all cure rights under this Agreement, the Housing Plan, and the Phasing Plan. Nothing in the foregoing limits City’s rights and remedies under this Agreement for Default if Developer fails to initiate a cure and diligently prosecute such cure to completion.

Section 9.5 Time Limits; Waiver; Remedies Cumulative. Failure by a Party to insist upon the strict or timely performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of any condition or failure of performance, including a Default, shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such failure. No express written waiver shall affect any other condition, action, or inaction or cover any other period of time other than any condition, action, or inaction and/or period of time specified in such express waiver. One or more written waivers under any provision of this Agreement shall not be deemed to be a waiver of any subsequent condition, action, or inaction, 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.

Section 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.

ARTICLE 10 FINANCING; RIGHTS OF MORTGAGEES

Section 10.1 Developer's Right to Mortgage. Nothing in this Agreement limits the right of Developer to mortgage or otherwise encumber all or any portion of the Project Site for the benefit of any Mortgagee as security for one or more loans. Developer represents that the only Mortgage on the Project Site is for the benefit of Encinal Partners II, LLC, a Nevada limited liability company.

Section 10.2 Mortgagee Not Obligated to Construct. Notwithstanding any of the provisions of this Agreement (except as set forth in this Section 10.2 and Section 10.5), a Mortgagee, including any Mortgagee who obtains title to the Project Site or any part thereof as a result of foreclosure proceedings, or conveyance or other action in lieu thereof, or other remedial action, 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 Associated Community Benefits must be completed as set forth in Section 4.1. Nothing in this Section 10.2 or any other Section or provision of this Agreement shall be deemed or construed to permit or authorize any Mortgagee or any other person or entity to devote the Project Site or any part thereof to any uses other than uses consistent with this Agreement and the Approvals, nothing in this Section 10.2 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 set forth above for required Community Benefits or as needed to complete improvements that have already begun) unless or until such person or entity assumes Developer's obligations under this Agreement.

Section 10.3 Copy of Notice of Default and Notice of Failure to Cure to Mortgagee. Whenever the City shall deliver any notice or demand to 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 10.3 shall extend for the number of days until notice is given, the time allowed to the Mortgagee for cure. In accordance with Section 2924b of the California Civil Code, the City requests that a copy of any notice of default and a copy of any notice of sale under any Mortgage be mailed to the City at the address for notices under this Agreement. Any Mortgagee relying on the protections set forth in this Article 10 shall send to the City a copy of any notice of default and notice of sale.

Section 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 Default, plus an additional period of: (a) ninety (90) days to cure a monetary Default; and (b) one hundred eighty (180) days to commence to cure a non-monetary event of default which is susceptible of cure by the Mortgagee without obtaining title to the applicable property and thereafter diligently pursue to completion. 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.

Section 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, by foreclosure under a Mortgage, acquires title 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 and shall have all of the rights and obligations of Developer under this Agreement as to the applicable Foreclosed Property, including completion of the Associated Community Benefits if and to the extent required under Section 4.1. 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.

Section 10.6 No Impairment of Mortgage. No default by Developer under this Agreement shall invalidate or defeat the lien of any Mortgagee. No foreclosure of any Mortgage or other lien shall defeat, diminish, render invalid or unenforceable or otherwise impair Developer's rights or obligations under this Agreement or constitute a default under this Agreement.

Section 10.7 Cured Defaults. Upon the curing of any event of default by any 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.

ARTICLE 11 AMENDMENT; TERMINATION; EXTENSION OF TERM

Section 11.1 Amendment or Termination. This Agreement may only be amended with the mutual written consent of the City and Developer; provided that 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, 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). The determination of whether a proposed change constitutes a Material Change shall be made, on City's behalf, by the Planning Director following consultation with the City Attorney and any affected City Agency.

Section 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 that is eight (8) years following the Effective Date, as extended by Litigation Delay.

Section 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 Associated Community Benefits shall continue as to the Building that 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.

Section 11.4 Amendment Exemptions. No issuance of a Later Approval, or amendment of an Approval or Later Approval, shall by itself require an amendment to this Agreement. And no change to the Project that is permitted under the Project 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 Later Approval). Notwithstanding the foregoing, if

there is any direct conflict between the terms of this Agreement and a Later Approval, or between this Agreement and any amendment to an Approval or Later 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 Later Approval or the proposed amendment to an Approval or Later Approval. The Planning Department, together with each affected City Agency, shall have the right to approve changes to the Project, including the Plan Documents, in keeping with its customary practices and the Project 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. Any such change or update to the Plan Documents shall be maintained on file with the Planning Department. If the Parties fail to amend this Agreement as set forth above when required (*i.e.*, when there is a Material Change), however, then the terms of this Agreement shall prevail over any Later Approval or any amendment to an Approval or Later Approval that conflicts with this Agreement.

Section 11.5 Extension Due to Legal Action or Referendum. If any litigation is filed challenging this Agreement or an Approval having the direct or indirect effect of delaying this Agreement or any Approval (including but not limited to any CEQA determinations or any Later Approvals), including any challenge to the validity of this Agreement or any of its provisions, or if this Agreement or an Approval is suspended pending the outcome of an electoral vote on a referendum, then the Term of this Agreement and all Approvals shall be extended for the number of days equal to the period starting from the commencement of the litigation or the suspension (or as to Approvals, the date of the initial grant of such Approval) to the end of such litigation or suspension (a "**Litigation Extension**"). The Parties shall document the start and end of a Litigation Extension in writing within thirty (30) days from the applicable dates.

ARTICLE 12

TRANSFER OR ASSIGNMENT; RELEASE; CONSTRUCTIVE NOTICE

Section 12.1 Permitted Transfer of this Agreement. At any time, Developer shall have the right to convey, assign, or transfer all of its right, title and interest in and to all or part of the Project Site (a "**Transfer**") without the City's consent, provided (a) that it also transfers to such party (the "**Transferee**") all of its interest, rights, or obligations under this Agreement with respect to such portion of the Project Site (the "**Transferred Property**"), and (b) there shall not be more than one Developer in an approved Development Phase that assumes responsibility for completion of the Public Improvements in that Development Phase (including the portions of the Parks and Open Spaces to be completed in that Development Phase but excluding the Transferable Infrastructure intended for completion with Vertical Improvements). Notwithstanding anything to the contrary in this Agreement, if Developer Transfers one or more parcels such that there are separate Developers within the Project Site, then the obligation to perform and complete the Associated Community Benefits for a Development Parcel shall be either (i) the sole responsibility of the applicable Transferee (*i.e.*, the person or entity that is the Developer for the legal parcel on which the Building is located) or (ii) the sole responsibility of the Developer, as set forth in a Development Phase Approval; provided, however, that (A) any ongoing obligations (such as open space operation and maintenance) may be transferred to a residential, commercial, or other management association ("**CMA**") on commercially reasonable terms so long as the CMA has the financial capacity and ability to perform the obligations so

transferred, and (B) each Developer must, on its own, satisfy the requirements of the Workforce Agreement as applied to its portion of the Project. Multiple Developers must coordinate on the housing data tables and maps as set forth in the Housing Plan and on the annual review process in Article 8.

Section 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 (the “**Assignment and Assumption Agreement**”). The Assignment and Assumption Agreement shall be in recordable form, in substantially the form attached as Exhibit CC (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. The Director of Planning shall use good faith efforts to complete such review and grant or withhold approval within thirty (30) days after the Director of Planning's receipt of such material changes. Notwithstanding the foregoing, any Transfer of Community Benefit obligations to a CMA as set forth in Section 12.1 shall not require the transfer of land or any other real property interests to the CMA.

Section 12.3 Release of Liability. Upon recordation of any Assignment and Assumption Agreement (following the City's approval of any material changes thereto if required pursuant to Section 12.2), the assignor shall be released from any prospective liability or obligation under this Agreement related to the Transferred Property, except for obligations retained by the assignor as specified in the Assignment and Assumption Agreement, and the assignee/Transferee shall be deemed to be “Developer” under this Agreement with all rights and obligations related thereto with respect to the Transferred Property. Subject to the City's rights under Section 9.4.4, 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.

Section 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, including any obligation retained by Developer to complete affordable housing or parks within the applicable Development Phase, or (ii) relates to the period before the Transfer. The foregoing notwithstanding, the Parties acknowledge and agree that a failure to complete a Mitigation Measure, affordable housing, or certain Parks and Open Spaces may, if not completed, delay or prevent a different party's ability to start or complete a specific Building or improvement under this Agreement if and to the extent the completion of the

Mitigation Measure, the affordable housing, or the completion of the Parks and Open Spaces is a condition to the other party's right to proceed, as specifically described in the Mitigation Measure, the Housing Plan and the Phasing Plan, and Developer and all Transferees assume this risk.

Section 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 (as such terms and conditions apply to the Project Site or applicable portion thereof), whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project Site.

Section 12.6 Rights of Developer. The provisions in this Article 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.

ARTICLE 13 DEVELOPER REPRESENTATIONS AND WARRANTIES

Section 13.1 Interest of Developer; Due Organization and Standing. Developer represents that it is the fee owner of the Project Site, with the right and authority to enter into this Agreement. Developer is a California limited liability company, duly organized and validly existing and in good standing under the Laws of the State of California. Developer has all requisite power to own its property and authority to conduct its business as presently conducted. Developer represents and warrants that there is no Mortgage, existing lien or encumbrance recorded against the Project Site that, upon foreclosure or the exercise of remedies, would permit the beneficiary of the Mortgage, lien or encumbrance to eliminate or wipe out the obligations set forth in this Agreement that run with applicable land.

Section 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.

Section 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.

Section 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.

Section 13.5 Other Documents. To the current actual knowledge of [REDACTED] and [REDACTED], 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.

Section 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.

ARTICLE 14 MISCELLANEOUS PROVISIONS

Section 14.1 Entire Agreement. This Agreement, including the preamble paragraph, Recitals and Exhibits, and the agreements between the Parties specifically referenced in this Agreement, constitutes the entire agreement between the Parties with respect to the subject matter contained herein.

Section 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.

Section 14.3 Binding Covenants; Run With the Land. Pursuant to Section 65868 of the Development Agreement Statute, from and after recordation of this Agreement, all of the provisions, agreements, rights, powers, standards, terms, covenants, and obligations contained in this Agreement shall be binding upon the Parties and, subject to the provisions of this Agreement, including without limitation Article 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 of this Agreement, including without limitation Article 12, all provisions of this Agreement shall be enforceable during the Term as equitable servitudes and constitute covenants and benefits running with the land pursuant to applicable Law, including but not limited to California Civil Code Section 1468.

Section 14.4 Applicable Law and Venue. This Agreement has been executed and delivered in and shall be interpreted, construed, and enforced in accordance with the Laws of the State of California. 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.

Section 14.5 Construction of Agreement. The Parties have mutually negotiated the terms and conditions of this Agreement and its terms and provisions have been reviewed and revised by legal counsel for both the City and Developer. Accordingly, no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement. 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.

Section 14.6 Project Is a Private Undertaking; No Joint Venture or Partnership. The development proposed to be undertaken by Developer on the Project Site is a private development. The City has no interest in, responsibility for, or duty to third persons concerning any of the 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. Nothing contained in this Agreement, or in any document executed in connection with this Agreement, shall be construed as creating a joint venture or partnership between the City and Developer. Neither Party is acting as the agent of the other Party in any respect hereunder. Developer is not a state or governmental actor with respect to any activity conducted by Developer hereunder. If there is more than one entity that comprises Developer, the obligations and liabilities under this Agreement imposed on each member or entity that comprises Developer shall be joint and several.

Section 14.7 Recordation. Pursuant to the Development Agreement Statute and Chapter 56, the Clerk of the Board of Supervisors shall have a copy of this Agreement 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.

Section 14.8 Obligations Not Dischargeable in Bankruptcy. Developer's obligations under this Agreement are not dischargeable in bankruptcy.

Section 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.

Section 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.

Section 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, India Basin Project

To Developer:

[insert address]

Section 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.

Section 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.

Section 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.

Section 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.

Section 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.

Section 14.17 Non-Liability of City Officials and Others. Notwithstanding anything to the contrary in this Agreement, no individual board member, director, commissioner, officer, employee, official, or agent of City 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.

Section 14.18 Non-Liability of Developer Officers and Others. Notwithstanding anything to the contrary in this Agreement, no individual board member, director, officer, employee, official, partner, employee, or agent of Developer or any affiliate of Developer shall be personally liable to City, its successors and assigns, in the event of any Default by Developer, or for any amount which may become due to City, its successors and assign, under this Agreement.

Section 14.19 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

Approved as to form:

DENNIS J. HERRERA, City Attorney

By: _____
Charles Sullivan, Deputy City Attorney

By: _____
John Rahaim
Director of Planning

Approved on _____, 2018
Board of Supervisors Ordinance No. _____

Approved:

By: _____
Naomi Kelly, City Administrator

By: _____
Mohammed Nuru, Director of Public Works

DEVELOPER:

India Basin Investment LLC, a California limited liability company

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

CONSENT TO DEVELOPMENT AGREEMENT

San Francisco Municipal Transportation Agency

The SFMTA has reviewed the Development Agreement to which this Consent to Development Agreement (this “**SFMTA Consent**”) is attached. Except as otherwise defined in this SFMTA Consent, initially capitalized terms have the meanings given in the Development Agreement.

By executing this SFMTA Consent, the undersigned confirms that the SFMTA Board of Directors, after considering at a duly noticed public hearing the Transportation Exhibit to the Development Agreement, the Infrastructure Plan, the Applicable Impact Fees and Exactions, and the CEQA Findings, including the Statement of Overriding Considerations, the MMRP, and the transportation-related Mitigation Measures and improvement measures, consented to the following:

1. The Development Agreement as it relates to matters under SFMTA jurisdiction, including the Transportation Exhibit to the Development Agreement, the Infrastructure Plan [as proposed for amendment by SFMTA staff], the Applicable Impact Fees and Exactions and the transportation-related CEQA Findings; and
2. Subject to Developer satisfying SFMTA’s requirements and the transportation-related Mitigation Measures and improvement measures for design, construction, testing, performance, training, documentation, warranties, and guarantees, that are consistent with the applicable City regulations and applicable State and federal law and the plans and specifications approved by the SFMTA under the terms of the Development Agreement, SFMTA’s accepting the SFMTA Infrastructure described in the Infrastructure Plan and the Transportation Exhibit that will be under SFMTA jurisdiction.
3. SFMTA has reviewed and approved the proposed street vacation actions as shown on Exhibit V. As a result, SFMTA waives any requirement that the proposed street vacations obtain review and recommendation by the City’s interdepartmental Transportation Advisory Staff Committee (TASC).
4. Delegating to the SFMTA Director of Transportation any Later Approvals of the SFMTA under the Development Agreement, subject to applicable law including the City’s Charter.
5. The SFMTA Board of Directors also directs the SFMTA Director of Transportation to administer and direct the allocation and use of Transportation Fees in accordance with Planning Code section 411A.7, as provided in Exhibit U.

By executing this SFMTA Consent, the SFMTA does not intend to in any way limit, waive or delegate the exclusive authority of the SFMTA as set forth in Article VIIIA of the City's Charter.

CITY AND COUNTY OF SAN FRANCISCO, a
municipal corporation, acting by and through the SAN
FRANCISCO MUNICIPAL TRANSPORTATION
AGENCY

By: _____
Ed Reiskin, Director of Transportation

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

By: _____
Deputy City Attorney

CONSENT TO DEVELOPMENT AGREEMENT
San Francisco Public Utilities Commission

The Public Utilities Commission of the City and County of San Francisco (the “SFPUC”) has reviewed the Development Agreement to which this Consent to Development Agreement (this “SFPUC Consent”) is attached. Except as otherwise defined in this SFPUC Consent, initially capitalized terms have the meanings given in the Development Agreement.

By executing this SFPUC Consent, the undersigned confirms that the SFPUC, after considering the Development Agreement, the Infrastructure Plan, and the CEQA Findings, including the Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program, and utility-related Mitigation Measures at a duly noticed public hearing, consented to:

1. The Development Agreement as it relates to matters under SFPUC jurisdiction, including, but not limited to, the Infrastructure Plan (including, without limitation, the Infrastructure Design Exceptions Memo) and the SFPUC-related Mitigation Measures.
2. Subject to Developer satisfying the SFPUC’s requirements for construction, operation, and maintenance that are consistent with the Development Agreement, applicable State and federal law, and the plans and specifications approved by the SFPUC under the terms of the Development Agreement (including, without limitation, the Infrastructure Design Exceptions Memo), and meeting the SFPUC-related Mitigation Measures, the SFPUC’s accepting and then, subject to appropriation, operating and maintaining SFPUC-related infrastructure.
3. Delegating to the SFPUC General Manager any Later Approvals of the SFPUC under the Development Agreement, including approvals of Development Phase Applications, subject to applicable law including the City’s Charter.
4. SFPUC has reviewed and approved the proposed street vacation actions as shown on Exhibit V. As a result, SFPUC waives any requirement that the proposed street vacations obtain review and recommendation by the City’s interdepartmental Transportation Advisory Staff Committee (TASC).

By authorizing this SFPUC Consent, the SFPUC does not intend to in any way limit the exclusive authority of the SFPUC as set forth in Article VIII B of the City’s Charter.

CITY AND COUNTY OF SAN FRANCISCO, a
municipal corporation, acting by and through the SAN
FRANCISCO PUBLIC UTILITY COMMISSION

By: _____
Harlan Kelly, General Manager

CONSENT TO DEVELOPMENT AGREEMENT
Port Commission

The Port Commission of the City and County of San Francisco (the “**Port Commission**”) has reviewed the Development Agreement to which this Consent to Development Agreement (this “**Port Consent**”) is attached. Except as otherwise defined in this Port Consent, initially capitalized terms have the meanings given in the Development Agreement.

By executing this Port Consent, the undersigned confirms that the Port, after considering at a duly noticed public hearing the Development Agreement and the CEQA Findings, including the Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program, consented to:

1. The Development Agreement, Public Trust Exchange Agreement and the Open Space Covenant, each as they relate to matters under Port jurisdiction, including, any Infrastructure, and other Public Improvements planned for land under Port jurisdiction.
2. Developer’s Completion of the Parks and Open Spaces as set forth in the Development Agreement.
3. Delegating to the Port Executive Director any Later Approvals of the Port under the Development Agreement, including execution and performance of the Public Trust Exchange Agreement and the Open Space Covenant, subject to applicable law including the City’s Charter.
4. The Port Commission has reviewed and approved the proposed street vacation actions as shown on Exhibit V. As a result, the Port Commission waives any requirement that the proposed street vacations obtain review and recommendation by the City’s interdepartmental Transportation Advisory Staff Committee (TASC).

By authorizing this Port Consent, the Port Commission does not intend to in any way limit the exclusive authority of the Port Commission under Applicable Law.

CITY AND COUNTY OF SAN FRANCISCO, a
municipal corporation, acting by and through the SAN
FRANCISCO PORT COMMISSION

By: _____
Elaine Forbes, Executive Director

CONSENT TO DEVELOPMENT AGREEMENT
RPD Commission

The Recreation and Park Commission of the City and County of San Francisco (the “**RPD Commission**”) has reviewed the Development Agreement to which this Consent to Development Agreement (this “**RPD Consent**”) is attached. Except as otherwise defined in this RPD Consent, initially capitalized terms have the meanings given in the Development Agreement.

By executing this RPD Consent, the undersigned confirms that the RPD Commission, after considering at a duly noticed public hearing the Development Agreement, including the draft Public Trust Exchange Agreement, and the CEQA Findings, including the Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program, at a duly noticed public hearing, consented to:

1. The Development Agreement, Public Trust Exchange Agreement and the Open Space Covenant, each as they relate to matters under RPD jurisdiction, including, any Infrastructure, Stormwater Management Improvements, and other Public Improvements planned for land that will be operated and maintained by RPD.
2. Developer’s Completion of the Parks and Open Spaces as set forth in the Development Agreement.
3. Delegating to the RPD General Manager any Later Approvals of RPD under the Development Agreement, together with execution and performance authority required for the Public Trust Exchange Agreement and the Open Space Covenant, subject to applicable law including the City’s Charter.
4. The RPD Commission has reviewed and approved the proposed street vacation actions as shown on Exhibit V. As a result, the RPD Commission waives any requirement that the proposed street vacations obtain review and recommendation by the City’s interdepartmental Transportation Advisory Staff Committee (TASC).

By authorizing this RPD Consent, the RPD Commission does not intend to in any way limit the authority of the RPD Commission under Applicable Law.

CITY AND COUNTY OF SAN FRANCISCO, a
municipal corporation, acting by and through the
RECREATION AND PARK COMMISSION

By: _____
Phil Ginsburg, General Manager

CONSENT TO DEVELOPMENT AGREEMENT
San Francisco Fire Department

The Fire Chief and the Fire Marshall of the City and County of San Francisco have reviewed the Development Agreement to which this Consent (this “**SFFD Consent**”) is attached. Except as otherwise defined in this SFFD Consent, initially capitalized terms have the meanings given in the Development Agreement. By executing this SFFD Consent, the undersigned confirm that, after review of the Infrastructure Plan and the Design Guidelines, together with the CEQA Findings, including the Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program, they have consented to:

1. The Development Agreement as it relates to matters under SFFD jurisdiction; and
2. Subject to Developer satisfying the SFFD’s requirements for construction consistent with the Development Agreement and applicable State and federal law, the City’s acceptance of Infrastructure Completed by Developer.
3. The SFFD has reviewed and approved the proposed street vacation actions as shown on Exhibit V. As a result, SFFD waives any requirement that the proposed street vacations obtain review and recommendation by the City’s interdepartmental Transportation Advisory Staff Committee (TASC).

By authorizing this SFFD Consent, the SFFD Fire Chief and Fire Marshall not intend to in any way limit the authority of the SFFD as set forth in Section 4.108 and 4.128 of the City’s Charter.

CITY AND COUNTY OF SAN FRANCISCO, a
municipal corporation, acting by and through the SAN
FRANCISCO FIRE CHIEF AND FIRE MARSHALL

By: _____
Fire Chief

By: _____
Fire Marshall

EXHIBIT A

Developer Property 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:

LEGAL DESCRIPTION

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL ONE:

LOTS 4, 17, 21, 22, AND 23, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF EAST INDIA BASIN BUSINESS PARK, BEING A PORTION OF THE SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION AND A PORTION OF SALT MARSH AND TIDE LAND SURVEY, SAN FRANCISCO, STATE OF CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA ON MAY 4, 1988 IN BOOK "Y" OF MAPS AT PAGES 18 AND 19.

EXCEPTING THEREFROM THAT PORTION OF LOT 17 DESIGNATED AS PARCEL "C" AND THAT PORTION OF LOT 22 DESIGNATED AS PARCEL "D", AS SHOWN ON SAID MAP.

ASSESSOR'S PARCEL NOS.: LOT 100, BLOCK 4606; LOTS 5 AND 100, BLOCK 4630; LOTS 16, 18 (PORTION), 100 AND 101, BLOCK 4621; LOTS 1 AND 2 (PORTION), BLOCK 4620; LOT 25 (PORTION), BLOCK 4607

PARCEL TWO:

LOT 12 AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF EAST INDIA BASIN BUSINESS PARK, BEING A PORTION OF THE SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION AND A PORTION OF SALT MARSH AND TIDE LAND SURVEY, SAN FRANCISCO, STATE OF CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA ON MAY 4, 1988 IN BOOK "Y" OF MAPS AT PAGES 18 AND 19.

ASSESSOR'S PARCEL NOS.: LOTS 9, 10 AND 10-A, BLOCK 4644

PARCEL THREE:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF HUDSON AVENUE, DISTANT THEREON 150 FEET NORTHWESTERLY FROM THE NORTHWESTERLY LINE OF EARL STREET; RUNNING THENCE NORTHWESTERLY ALONG SAID LINE OF HUDSON AVENUE 200 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 200 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING LOTS 3 AND 4 AND A PORTION OF LOT 5, BLOCK 158, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

ASSESSOR'S PARCEL NO.: LOT 10-C, BLOCK 4644

PARCEL FOUR:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF FITCH STREET WITH THE SOUTHWESTERLY LINE OF DAVIDSON AVENUE; RUNNING THENCE SOUTHEASTERLY AND ALONG SAID LINE OF DAVIDSON AVENUE 600 FEET TO THE NORTHWESTERLY LINE OF EARL STREET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY AND ALONG SAID NORTHWESTERLY LINE OF EARL STREET 200 FEET TO

THE NORTHEASTERLY LINE OF EVANS AVENUE; THENCE AT A RIGHT ANGLE NORTHWESTERLY AND ALONG SAID LINE OF EVANS AVENUE 600 FEET TO SAID SOUTHEASTERLY LINE OF FITCH STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY AND ALONG SAID SOUTHEASTERLY LINE OF FITCH STREET 200 FEET TO SAID SOUTHWESTERLY LINE OF DAVIDSON AVENUE AND THE POINT OF BEGINNING.

BEING LOT NOS. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 AND 24 IN BLOCK 74, TIDE LANDS, AND BEING THE WHOLE OF SAID TIDE LANDS BLOCK NO. 74.

EXCEPTING THEREFROM:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF FITCH STREET AND THE NORTHEASTERLY LINE OF EVANS AVENUE; RUNNING THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE SOUTH 54°28'21" EAST 600.00 FEET; THENCE NORTH 51°10'45" WEST 310.909 FEET; THENCE NORTHWESTERLY TANGENT TO THE PRECEDING COURSE ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1500 FEET AND A CENTRAL ANGLE OF 11°12'53" THROUGH AN ARC LENGTH OF 293.603 FEET TO SAID SOUTHEASTERLY LINE OF FITCH STREET; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE, NON-TANGENT TO THE PRECEDING CURVE SOUTH 35°31'39" WEST 63.215 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NOS.: LOTS 1, 2, 3, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, BLOCK 4596

PARCEL FIVE:

PARCEL A:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF EARL STREET AND THE SOUTHWESTERLY LINE OF CUSTER AVENUE; RUNNING THENCE NORTHWESTERLY AND ALONG SAID LINE OF CUSTER AVENUE 200 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 200 FEET TO THE NORTHEASTERLY LINE OF DAVIDSON AVENUE; THENCE AT A RIGHT ANGLE SOUTHEASTERLY ALONG SAID LINE OF DAVIDSON AVENUE 200 FEET TO THE NORTHWESTERLY LINE OF EARL STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID LINE OF EARL STREET 200 FEET TO THE POINT OF BEGINNING.

BEING A PART OF BLOCK NO. 65, TIDE LANDS.

PARCEL B:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF DAVIDSON AVENUE AND THE SOUTHEASTERLY LINE OF FITCH STREET; RUNNING THENCE SOUTHEASTERLY AND ALONG SAID LINE OF DAVIDSON AVENUE 350 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 200 FEET TO THE SOUTHWESTERLY LINE OF CUSTER AVENUE; THENCE AT A RIGHT ANGLE NORTHWESTERLY ALONG SAID LINE OF CUSTER AVENUE 350 FEET TO THE SOUTHEASTERLY LINE OF FITCH STREET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY ALONG SAID LINE OF FITCH STREET 200 FEET TO THE POINT OF BEGINNING.

BEING LOTS 8 TO 21, INCLUSIVE, IN BLOCK NO. 65, TIDE LANDS.

ASSESSOR'S PARCEL NOS.: LOTS 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23 AND 24, BLOCK 4587

PARCEL SIX:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF DAVIDSON AVENUE AND THE NORTHWESTERLY LINE OF FITCH STREET; RUNNING THENCE SOUTHWESTERLY AND ALONG SAID LINE OF FITCH STREET 200 FEET TO THE NORTHEASTERLY LINE OF EVANS AVENUE; THENCE AT A RIGHT ANGLE NORTHWESTERLY ALONG SAID LINE OF EVANS AVENUE 600 FEET TO THE SOUTHEASTERLY LINE OF GRIFFITH STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID LINE OF GRIFFITH STREET 133 FEET AND 7 INCHES TO THE SOUTHERLY LINE OF INDIA STREET; THENCE EASTERLY ALONG SAID LINE OF INDIA STREET 103 FEET AND 8 INCHES TO THE SOUTHWESTERLY LINE OF DAVIDSON AVENUE; THENCE SOUTHEASTERLY ALONG SAID LINE OF DAVIDSON AVENUE 520 FEET AND 5 INCHES TO THE POINT OF BEGINNING.

BEING BLOCK NO. 75, ACCORDING TO THE MAP OF THE SALT MARSH AND TIDE LAND SURVEY, MADE BY THE BOARD OF TIDE LAND COMMISSIONERS UNDER AND BY VIRTUE OF THE ACT OF THE LEGISLATURE OF THE STATE OF CALIFORNIA, APPROVED MARCH 30, 1868, AND THE ACT SUPPLEMENTARY THERETO AND AMENDATORY THEREOF, APPROVED APRIL 1, 1870.

EXCEPTING THEREFROM:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF FITCH STREET AND THE NORTHEASTERLY LINE OF EVANS AVENUE; RUNNING THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE NORTH 54°28'21" WEST 300.168 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE NORTHEASTERLY NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS NORTH 35°31'39" EAST ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 110 FEET AND A CENTRAL ANGLE OF 93°44'04" THROUGH AN ARC LENGTH OF 179.957 FEET; THENCE SOUTHEASTERLY AND ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 1000 FEET AND A CENTRAL ANGLE OF 10°37'58" THROUGH AN ARC LENGTH OF 185.577 FEET TO SAID NORTHWESTERLY LINE OF FITCH STREET; THENCE NON-TANGENT TO THE PRECEDING CURVE ALONG SAID NORTHWESTERLY LINE, SOUTH 35°31'39" WEST 80.616 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NOS.: LOTS 1, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 AND 25, BLOCK 4597

PARCEL SEVEN:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF EVANS AVENUE AND THE NORTHWESTERLY LINE OF FITCH STREET; RUNNING THENCE SOUTHWESTERLY AND ALONG SAID LINE OF FITCH STREET 200 FEET TO THE NORTHEASTERLY LINE OF FAIRFAX AVENUE; THENCE AT A RIGHT ANGLE NORTHWESTERLY ALONG SAID LINE OF FAIRFAX AVENUE 600 FEET TO THE SOUTHEASTERLY LINE OF GRIFFITH STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID LINE OF GRIFFITH STREET 200 FEET TO THE SOUTHWESTERLY LINE OF EVANS AVENUE; THENCE AT A RIGHT ANGLE SOUTHEASTERLY ALONG SAID LINE OF EVANS AVENUE 600 FEET TO THE POINT OF BEGINNING.

BEING BLOCK 103, ACCORDING TO THE MAP OF THE SALT MARSH AND TIDE LAND SURVEY, MADE BY THE BOARD OF TIDE LAND COMMISSIONERS UNDER AND BY VIRTUE OF THE ACT OF THE LEGISLATURE OF THE STATE OF CALIFORNIA, APPROVED MARCH 30, 1868, AND THE ACT SUPPLEMENTARY THERETO AND AMENDATORY THEREOF, APPROVED APRIL 1, 1870.

EXCEPTING THEREFROM:

ALL THAT PORTION LYING SOUTHEASTERLY OF THE NORTHWESTERLY BOUNDARY LINE OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF FITCH STREET AND THE SOUTHWESTERLY LINE OF EVANS AVENUE; THENCE FROM SAID POINT OF BEGINNING NORTH 54°28'21" WEST 296.037 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTHWESTERLY NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS SOUTH 33°51'05" WEST ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1500 FEET AND A CENTRAL ANGLE OF 6°42'47" THROUGH AN ARC LENGTH OF 175.748 FEET; THENCE TANGENT TO THE PRECEDING CURVE SOUTH 40°33'53" WEST 24.523 FEET TO THE NORTHEASTERLY LINE OF FAIRFAX AVENUE; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE SOUTH 54°28'21" EAST 170.832 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 43°17'33" EAST 131.203 FEET; THENCE SOUTH 54°28'21" EAST 89.337 FEET; THENCE NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS NORTH 70°22'44" EAST ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 70 FEET AND A CENTRAL ANGLE OF 27°56'44" THROUGH AN ARC LENGTH OF 34.148 FEET TO THE ABOVE DESCRIBED NORTHWESTERLY LINE OF FITCH STREET; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 35°31'39" EAST 47.744 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NOS.: LOTS 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 AND 25, BLOCK 4606

PARCEL EIGHT:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF FAIRFAX AVENUE AND THE SOUTHEASTERLY LINE OF GRIFFITH STREET; RUNNING THENCE SOUTHWESTERLY ALONG SAID LINE OF GRIFFITH STREET 200 FEET TO THE NORTHEASTERLY LINE OF GALVEZ AVENUE; THENCE AT A RIGHT ANGLE SOUTHEASTERLY ALONG SAID LINE OF GALVEZ AVENUE 600 FEET TO THE NORTHWESTERLY LINE OF FITCH STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID LINE OF FITCH STREET 200 FEET TO THE SOUTHWESTERLY LINE OF FAIRFAX AVENUE; THENCE AT A RIGHT ANGLE NORTHWESTERLY ALONG SAID LINE OF FAIRFAX AVENUE 600 FEET TO THE POINT OF BEGINNING.

BEING ALL OF FRACTIONAL BLOCK NO. 116, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION, AND ALL OF FRACTIONAL BLOCK NO. 116, SALT MARSH AND TIDE LANDS IN SOUTH SAN FRANCISCO.

EXCEPTING THEREFROM:

ALL THAT PORTION LYING SOUTHEASTERLY OF THE NORTHWESTERLY BOUNDARY LINE OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF FAIRFAX AVENUE, DISTANT THEREON SOUTH 54°28'21" EAST 289.608 FEET FROM THE SOUTHEASTERLY LINE OF GRIFFITH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE SOUTH 54°28'21" EAST 105.883 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 32°31'03" EAST 44.888 FEET TO THE LINE OF THE SAN FRANCISCO PORT COMMISSION JURISDICTION; THENCE NORTHWESTERLY ALONG LAST SAID LINE NORTH 73°43'21" WEST 120.214 FEET; THENCE LEAVING LAST SAID LINE NORTHEASTERLY, NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS NORTH 29°07'46" EAST ON THE

ARC OF A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 21.954 FEET; THENCE TANGENT TO THE PRECEDING CURVE NORTH 40°33'53" EAST 62.786 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

ALL THAT PORTION LYING SOUTHEASTERLY OF THE NORTHWESTERLY BOUNDARY LINE OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF GALVEZ AVENUE, DISTANT THEREON SOUTH 54°28'21" EAST 277.721 FEET FROM THE SOUTHEASTERLY LINE OF GRIFFITH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE SOUTH 54°28'21" EAST 112.551 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE NORTHEASTERLY, NORTH 55°14'30" EAST 40.680 FEET; THENCE NORTH 32°31'03" EAST 117.040 FEET TO THE LINE OF THE SAN FRANCISCO PORT COMMISSION JURISDICTION; THENCE NORTHWESTERLY ALONG LAST SAID LINE NORTH 73°43'21" WEST 120.214 FEET; THENCE LEAVING LAST SAID LINE SOUTHWESTERLY, NON-TANGENT TO THE PRECEDING COURSE, FROM A TANGENT THAT BEARS SOUTH 29°07'46" WEST ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 110 FEET AND A CENTRAL ANGLE OF 11°53'54" THROUGH AN ARC LENGTH OF 22.843 FEET; THENCE SOUTHWESTERLY TANGENT TO THE PRECEDING CURVE ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75 FEET AND A CENTRAL ANGLE OF 30°54'51" THROUGH AN ARC LENGTH OF 40.467 FEET; THENCE SOUTHWESTERLY TANGENT TO THE PRECEDING CURVE ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1000 FEET AND A CENTRAL ANGLE OF 3°09'09" THROUGH AN ARC LENGTH OF 55.024 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NOS.: LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 19 AND 20, BLOCK 4621

PARCEL NINE:

LOT 3, AS SAID LOT IS SHOWN ON THE MAP OF PARCEL MAP BOOK 23, PAGE 27, FILED MARCH 26, 1982 IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

EXCEPTING THEREFROM:

ALL THAT PORTION LYING SOUTHEASTERLY OF THE NORTHWESTERLY BOUNDARY LINE OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF HUDSON AVENUE, DISTANT THEREON SOUTH 54°28'21" EAST 207.857 FEET FROM THE SOUTHEASTERLY LINE OF GRIFFITH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE SOUTH 54°28'21" EAST 100.00 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 35°31'39" EAST 50.000 FEET; THENCE NORTH 55°14'30" EAST 159.339 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF GALVEZ AVENUE; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE NORTH 54°28'21" WEST 110.162 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTHWESTERLY NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS SOUTH 56°07'27" WEST ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1000 FEET AND A CENTRAL ANGLE OF 6°12'55" THROUGH AN ARC LENGTH OF 108.476 FEET; THENCE SOUTHWESTERLY ON A COURSE NON-TANGENT TO THE PRECEDING CURVE, SOUTH 35°31'39" WEST 100.725 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NO.: LOT 6, BLOCK 4630

PARCEL TEN:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF INNES AVENUE, DISTANT THEREON 200 FEET NORTHWESTERLY FROM THE NORTHWESTERLY LINE OF EARL STREET; RUNNING THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE OF INNES AVENUE 25 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 25 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF BLOCK NO. 158, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

ASSESSOR'S PARCEL NO.: LOT 4-A, BLOCK 4644

PARCEL ELEVEN:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF INNES AVENUE, DISTANT THEREON 225 FEET NORTHWESTERLY FROM THE NORTHWESTERLY LINE OF EARL STREET; RUNNING THENCE NORTHWESTERLY ALONG SAID LINE OF INNES AVENUE 25 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 25 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING PART OF LOT 13 IN BLOCK 158, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

ASSESSOR'S PARCEL NO.: LOT 5, BLOCK 4644

PARCEL TWELVE:

COMMENCING AT A POINT ON THE NORTHEASTERLY LINE OF INNES AVENUE, DISTANT THEREON 225 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF FITCH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID LINE OF INNES AVENUE 25 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 25 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET TO THE POINT OF COMMENCEMENT.

BEING PART OF LOT 12 IN BLOCK 158, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

ASSESSOR'S PARCEL NO.: LOT 6-A, BLOCK 4644

PARCEL THIRTEEN:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF INNES AVENUE, DISTANT THEREON 150 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF FITCH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID LINE OF INNES STREET 75 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 75 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING LOT 11 IN BLOCK 158, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

ASSESSOR'S PARCEL NO.: LOT 7, BLOCK 4644

PARCEL FOURTEEN:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF INNES AVENUE, DISTANT THEREON 250 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF FITCH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID LINE OF INNES AVENUE 50 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 50 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF LOT 12 IN BLOCK 158, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

ASSESSOR'S PARCEL NO.: LOT 6, BLOCK 4644

PARCEL FIFTEEN:

PARCEL A:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF CUSTER AVENUE AND THE NORTHWESTERLY LINE OF EARL STREET; RUNNING THENCE NORTHWESTERLY AND ALONG SAID LINE OF CUSTER AVENUE 200 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 200 FEET TO THE SOUTHWESTERLY LINE OF BURKE AVENUE; THENCE SOUTHEASTERLY ALONG SAID LINE OF BURKE AVENUE 200 FEET TO THE NORTHWESTERLY LINE OF EARL STREET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY ALONG SAID LINE OF EARL STREET 200 FEET TO THE POINT OF BEGINNING.

BEING LOT NOS. 1, 2, 3, 4, 5, 6, 23 AND 24, BLOCK 39, TIDE LANDS.

PARCEL B:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF CUSTER AVENUE, DISTANT THEREON 200 FEET NORTHWESTERLY FROM THE NORTHWESTERLY LINE OF EARL STREET; RUNNING THENCE NORTHWESTERLY AND ALONG SAID LINE OF CUSTER AVENUE 400 FEET TO THE SOUTHEASTERLY LINE OF FITCH STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID LINE OF FITCH STREET 127 FEET AND 8 INCHES TO THE SOUTHERLY LINE OF INDIA STREET; THENCE EASTERLY ALONG SAID LINE OF INDIA STREET 112 FEET AND 11 INCHES TO THE SOUTHWESTERLY LINE OF BURKE AVENUE; THENCE SOUTHEASTERLY ALONG SAID LINE OF BURKE AVENUE 313 FEET AND 3-1/2 INCHES TO A LINE DRAWN NORTHEASTERLY FROM THE POINT OF BEGINNING AT A RIGHT ANGLE TO THE NORTHEASTERLY LINE OF CUSTER AVENUE; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 200 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF BLOCK NO. 39, SALT MARSH AND TIDE LANDS.

ASSESSOR'S PARCEL NOS.: LOTS 1 AND 1-A, BLOCK 4579

PARCEL SIXTEEN:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF ARTHUR AVENUE WITH THE NORTHWESTERLY LINE OF EARL STREET; RUNNING THENCE SOUTHWESTERLY AND ALONG SAID LINE OF EARL STREET 200 FEET TO THE NORTHEASTERLY LINE OF BURKE AVENUE; THENCE NORTHWESTERLY AND ALONG SAID LINE OF BURKE AVENUE 417 FEET AND 5 INCHES TO THE SOUTHERLY LINE OF INDIA STREET; THENCE EASTERLY ALONG SAID LINE OF INDIA STREET 312 FEET AND 2-1/2 INCHES TO THE SOUTHWESTERLY LINE OF ARTHUR AVENUE; THENCE SOUTHEASTERLY ALONG SAID LINE OF ARTHUR AVENUE 177 FEET AND 9 INCHES TO THE POINT OF BEGINNING.

BEING BLOCK NO. 32 OF TIDE LANDS.

ASSESSOR'S PARCEL NOS.: LOTS 1-13 INCLUSIVE, BLOCK 4572

LEGAL DESCRIPTION (AB 4644, LOT 10B)

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHWESTERLY LINE OF HUDSON AVENUE DISTANT THEREON 200 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF FITCH STREET; RUNNING THENCE SOUTHEASTERLY AND ALONG SAID LINE OF HUDSON AVENUE 50 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 50 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET TO THE POINT OF COMMENCEMENT.

BEING PART OF LOTS NOS. 5 AND 6 IN BLOCK NO. 158, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

LEGAL DESCRIPTION (AB 4644, LOT 8)

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHEASTERLY LINE OF INNES AVENUE DISTANT THEREON 75 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF FITCH STREET; RUNNING THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF INNES AVENUE 75 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 75 FEET; AND THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET TO THE NORTHEASTERLY LINE OF INNES AVENUE AND THE POINT OF COMMENCEMENT.

BEING LOT 10, BLOCK 158, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

ASSESSOR'S LOT 008; BLOCK 4644

EXHIBIT B

India Basin Open Space Legal Description

EXHIBIT B
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, IN THE COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

TRACT ONE:

ALL THOSE CERTAIN LANDS GRANTED TO THE CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION, BY DEED RECORDED NOVEMBER 20, 1987 IN REEL E 474 OF OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AT IMAGE 876, AS INSTRUMENT NO. E091188, DESCRIBED AS FOLLOWS:

PARCEL ONE:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF HUDSON AVENUE, DISTANT THEREON SOUTH 54°28'21" EAST 207.857 FEET FROM THE SOUTHEASTERLY LINE OF GRIFFITH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE SOUTH 54°28'21" EAST 100.000 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 35°31'39" EAST 50.000 FEET; THENCE NORTH 55°14'30" EAST 159.339 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF GALVEZ AVENUE; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE NORTH 54°28'21" WEST 110.162 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTHWESTERLY NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS SOUTH 56°07'27" WEST ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1000 FEET AND A CENTRAL ANGLE OF 6°12'55" THROUGH AN ARC LENGTH OF 108.476 FEET; THENCE SOUTHWESTERLY ON A COURSE NON-TANGENT TO THE PRECEDING CURVE, SOUTH 35°31'39" WEST 100.725 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF BLOCK 146, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

ASSESSOR'S PARCEL NO. : LOT 007, BLOCK 4630

PARCEL TWO:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF GALVEZ AVENUE, DISTANT THEREON SOUTH 54°28'21" EAST 277.721 FEET FROM THE SOUTHEASTERLY LINE OF GRIFFITH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE SOUTH 54°28'21" EAST 112.551 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE NORTHEASTERLY, NORTH 55°14'30" EAST 40.680 FEET; THENCE NORTH 32°31'03" EAST 117.040 FEET TO THE LINE OF THE SAN FRANCISCO PORT COMMISSION JURISDICTION, THENCE NORTHWESTERLY ALONG LAST SAID LINE NORTH 73°43'21" WEST 120.214 FEET; THENCE LEAVING LAST SAID LINE SOUTHWESTERLY, NON-TANGENT TO THE PRECEDING COURSE, FROM A TANGENT THAT BEARS SOUTH 29°07'46" WEST ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 110 FEET AND A CENTRAL ANGLE OF 11°53'54" THROUGH AN ARC LENGTH OF 22.843 FEET; THENCE SOUTHWESTERLY TANGENT TO THE PRECEDING CURVE ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75 FEET AND A CENTRAL ANGLE OF 30°54'51" THROUGH AN ARC LENGTH OF 40.467 FEET; THENCE SOUTHWESTERLY TANGENT TO THE PRECEDING CURVE ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1000 FEET AND A CENTRAL ANGLE OF 3°09'09" THROUGH AN ARC LENGTH OF 55.024 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF FRACTIONAL BLOCK NO. 116, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION, AND PORTION OF FRACTIONAL BLOCK NO. 116, SALT MARSH AND TIDE LANDS IN SOUTH SAN FRANCISCO.

ASSESSOR'S PARCEL NO. : LOT 021, BLOCK 4621 (PORTION)

PARCEL THREE:

CLTA Preliminary Report Form (Modified 11/17/06)
IPrelm (DSI Rev. 10/25/16)

**EXHIBIT B
(Continued)**

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF FAIRFAX AVENUE, DISTANT THEREON SOUTH 54° 28' 21" EAST 289.608 FROM THE SOUTHEASTERLY LINE OF GRIFFITH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE SOUTH 54° 28' 21" EAST 105.883 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 32° 31' 03" EAST 44.888 FEET TO THE LINE OF THE SAN FRANCISCO PORT COMMISSION JURISDICTION; THENCE NORTHWESTERLY ALONG LAST SAID LINE NORTH 73° 43' 21" WEST 120.214 FEET; THENCE LEAVING LAST SAID LINE NORTHEASTERLY, NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS NORTH 29° 07' 46" EAST ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 110 FEET AND A CENTRAL ANGLE OF 11° 26' 06" THROUGH AN ARC LENGTH OF 21.954 FEET; THENCE TANGENT TO THE PRECEDING CURVE NORTH 40° 33' 53" EAST 62.786 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF FRACTIONAL BLOCK NO. 116, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION, AND PORTION OF FRACTIONAL BLOCK NO. 116, SALT MARSH AND TIDE LANDS IN SOUTH SAN FRANCISCO.

ASSESSOR'S PARCEL NO. : LOT 021, BLOCK 4621 (PORTION)

PARCEL FOUR:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF FITCH STREET AND THE SOUTHWESTERLY LINE OF EVANS AVENUE; THENCE FROM SAID POINT OF BEGINNING NORTH 54°28'21" WEST 296.037 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTHWESTERLY NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS SOUTH 33°51'05" WEST ON THE ARC OR A CURVE TO THE RIGHT HAVING A RADIUS OF 1500 FEET AND A CENTRAL ANGLE OF 6°42'47", THROUGH AN ARC LENGTH OF 175.748 FEET; THENCE TANGENT TO THE PRECEDING CURVE SOUTH 40°33'53" WEST 24.523 FEET TO THE NORTHEASTERLY LINE OF FAIRFAX AVENUE; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE SOUTH 54°28'21" EAST 170.832 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 43°17'33" EAST 131.203 FEET; THENCE SOUTH 54°28'21" EAST 89.337 FEET; THENCE NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS NORTH 70°22'44" EAST ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 70 FEET AND A CENTRAL ANGLE OF 27°56'44" THROUGH AN ARC LENGTH OF 34.148 FEET, TO THE ABOVE DESCRIBED NORTHWESTERLY LINE OF FITCH STREET; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 35°31'39" EAST 47.744 FEET TO THE POINT OF BEGINNING.

BEING BLOCK 103, ACCORDING TO MAP OF THE SALT MARSH AND TIDE LANDS SURVEY, MADE BY THE BOARD OF TIDE LAND COMMISSIONERS UNDER AND BY VIRTUE OF THE ACT OF THE LEGISLATURE OF THE STATE OF CALIFORNIA, APPROVED MARCH 30, 1868, AND THE ACT OF SUPPLEMENTARY THERETO AND AMENDATORY THEREOF, APPROVED APRIL 1, 1870.

ASSESSOR'S PARCEL NO. : LOT 026, BLOCK 4606

PARCEL FIVE:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF FITCH STREET AND THE NORTHEASTERLY LINE OF EVANS AVENUE; RUNNING THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE NORTH 54°28'21" WEST 300.168 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE NORTHEASTERLY NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS NORTH 35°31'39" EAST ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 110 FEET AND A CENTRAL ANGLE OF 93°44'04" THROUGH AN ARC LENGTH OF 179.957 FEET; THENCE SOUTHEASTERLY AND ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 1000 FEET AND A CENTRAL ANGLE OF 10°37'58" THROUGH AN ARC LENGTH OF 185.577 FEET TO SAID NORTHWESTERLY LINE OF FITCH STREET; THENCE NON-TANGENT TO THE

**EXHIBIT B
(Continued)**

PRECEDING CURVE ALONG SAID NORTHWESTERLY LINE, SOUTH 35°31'39" WEST 80.616 FEET TO THE POINT OF BEGINNING.

BEING BLOCK NO. 75, ACCORDING TO MAP OF THE SALT MARSH AND TIDE LANDS SURVEY, MADE BY THE BOARD OF TIDE LAND COMMISSIONERS UNDER AND BY VIRTUE OF THE ACT OF THE LEGISLATURE OF THE STATE OF CALIFORNIA, APPROVED MARCH 30, 1868, AND THE ACT OF SUPPLEMENTARY THERETO AND AMENDATORY THEREOF, APPROVED APRIL 1, 1870.

ASSESSOR'S PARCEL NO.: LOT 026, BLOCK 4597

PARCEL SIX:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF FITCH STREET AND THE NORTHEASTERLY LINE OF EVANS AVENUE; RUNNING THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE SOUTH 54°28'21" EAST 600.00 FEET; THENCE NORTH 51°10'45" WEST 310.909 FEET; THENCE NORTHWESTERLY TANGENT TO THE PRECEDING COURSE ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1500 FEET AND A CENTRAL ANGLE OF 11°12'53" THROUGH AN ARC LENGTH OF 293.603 FEET TO SAID SOUTHEASTERLY LINE OF FITCH STREET; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE, NON-TANGENT TO THE PRECEDING CURVE SOUTH 35°31'39" WEST 63.215 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF BLOCK NO. 74, SALT MARSH AND TIDE LANDS IN SOUTH SAN FRANCISCO.

ASSESSOR'S PARCEL NO. : LOT 026, BLOCK 4596

PARCEL SEVEN:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF EARL STREET AND THE SOUTHWESTERLY LINE OF EVANS AVENUE; RUNNING THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE NORTH 54°28'21" WEST 600.000 FEET TO THE SOUTHEASTERLY LINE OF FITCH STREET; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 35°31'39" WEST 47.743 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE, SOUTHEASTERLY NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS SOUTH 27°11'12" EAST ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 70 FEET AND A CENTRAL ANGLE OF 27°58'45" THROUGH AN ARC LENGTH OF 34.142 FEET; THENCE NON-TANGENT TO THE PRECEDING CURVE SOUTH 54°28'21" EAST 320.000 FEET; THENCE SOUTH 33°54'59" EAST 42.720 FEET, THENCE SOUTH 54°28'21" EAST 35.160 FEET TO THE LINE OF THE SAN FRANCISCO PORT COMMISSION JURISDICTION; THENCE ALONG LAST SAID LINE SOUTH 73°43'21" EAST 190.020 FEET TO THE ABOVE DESCRIBED NORTHWESTERLY LINE OF EARL STREET; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 35°31'39" EAST 22.360 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF FRACTIONAL BLOCK NO. 104, SALT MARSH AND TIDE LANDS SURVEY, AND PORTION OF FRACTIONAL BLOCK NO. 104, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

ASSESSOR'S PARCEL NO. : LOT 024, BLOCK 4607

PARCEL EIGHT:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF EARL STREET, SAID POINT BEING DISTANT SOUTH 35° 31' 39" WEST 22.360 FEET FROM THE SOUTHWESTERLY LINE OF EVANS AVENUE, SAID POINT OF BEGINNING BEING A POINT ON THE LINE OF THE SAN FRANCISCO PORT COMMISSION JURISDICTION; THENCE FROM SAID POINT OF BEGINNING ALONG SAID NORTHWESTERLY LINE, SOUTH 35° 31' 39" WEST 62.648 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE NORTH 54° 28'

**EXHIBIT B
(Continued)**

21" WEST 179.395 FEET TO A POINT ON THE ABOVE DESCRIBED LINE OF JURISDICTION; THENCE ALONG LAST SAID LINE SOUTH 73° 43' 21" EAST 190.020 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF FRACTIONAL BLOCK NO. 104, SALT MARSH AND TIDE LANDS SURVEY, AND ALL OF THE FRACTIONAL BLOCK NO. 104, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

ASSESSOR'S PARCEL NO: LOT 25, BLOCK 4607 (PORTION)

PARCEL EIGHT - A:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF FITCH STREET, DISTANT THEREON NORTH 35° 31' 39" EAST 2.39 FEET FROM THE NORTHEASTERLY LINE OF FAIRFAX AVENUE; THENCE NORTHERLY TANGENT TO THE PRECEDING COURSE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 50 FEET AND A CENTRAL ANGLE OF 46° 53' 43" THROUGH AN ARC LENGTH OF 40.92 FEET; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 70 FEET AND A CENTRAL ANGLE OF 109° 41' 33" THROUGH AN ARC LENGTH OF 134.02 FEET TO SAID NORTHWESTERLY LINE OF FITCH STREET, THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 35° 31' 39" WEST 149.87 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF FRACTIONAL BLOCK NO. 104, SALT MARSH AND TIDE LANDS IN SOUTH SAN FRANCISCO.

ALSO BEING PARCEL A, AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF EAST INDIA BASIN BUSINESS PARK" FILED MAY 4, 1988, IN BOOK "Y" OF MAPS, AT PAGES 18 AND 19, SAN FRANCISCO COUNTY RECORDS.

PARCEL EIGHT - B:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF FITCH STREET, DISTANT THEREON NORTH 35° 31' 39" EAST 2.39 FEET FROM THE NORTHEASTERLY LINE OF FAIRFAX AVENUE; THENCE NORTHEASTERLY TANGENT TO THE PRECEDING COURSE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50 FEET TO A CENTRAL ANGLE OF 46° 53' 43" THROUGH AN ARC LENGTH OF 40.92 FEET; THENCE NORTHEASTERLY AND NORTHERLY TANGENT TO THE PRECEDING CURVE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 70 FEET AND A CENTRAL ANGLE OF 109° 41' 33" THROUGH AN ARC LENGTH OF 134.02 FEET TO SAID SOUTHEASTERLY LINE OF FITCH STREET; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 35° 31' 39" WEST 149.87 FEET TO THE POINT OF BEGINNING

BEING A PORTION OF FRACTIONAL BLOCK NO. 103, SALT MARSH AND TIDE LANDS IN SOUTH SAN FRANCISCO.

ALSO BEING PARCEL B, AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF EAST INDIA BASIN BUSINESS PARK" FILED MAY 4, 1988 IN BOOK "Y" OF MAPS, AT PAGES 18 AND 19, SAN FRANCISCO COUNTY RECORDS.

TRACT TWO:

ALL THOSE CERTAIN LANDS GRANTED TO THE CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION, BY QUITCLAIM DEED RECORDED NOVEMBER 20, 1987 IN REEL E474 OF OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AT IMAGE 884, AS INSTRUMENT NO. E091189, DESCRIBED AS FOLLOWS:

PARCEL ONE:

**EXHIBIT B
(Continued)**

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF GALVEZ AVENUE, DISTANCE NORTH 54° 28' 21" WEST, 238.395 FEET FROM THE NORTHWESTERLY LINE OF FITCH STREET; RUNNING THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE NORTH 54° 28' 21" WEST 110.162 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE FROM A TANGENT THAT BEARS NORTH 56° 07' 27" EAST NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1000 FEET AND A CENTRAL ANGLE OF 4° 49' 34" THROUGH AN ARC LENGTH OF 84.230 FEET TO THE NORTHEASTERLY LINE OF GALVEZ AVENUE; THENCE NON-TANGENT TO THE PRECEDING CURVE, ALONG SAID NORTHEASTERLY LINE, SOUTH 54° 28' 21" EAST, 112.551 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE, SOUTH 55° 14' 30" WEST, 84.91 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF GALVEZ AVENUE, FORMERLY 7TH AVENUE, AND FORMERLY GLADSTONE AVENUE, AN OPEN PUBLIC STREET.

PARCEL TWO:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF FAIRFAX AVENUE, DISTANT THEREON NORTH 54° 28' 21" WEST, 204.509 FEET FROM THE NORTHWESTERLY LINE OF FITCH STREET; RUNNING THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 34° 28' 21" WEST, 105.883 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 40° 33' 53" EAST 80.310 FEET TO THE NORTHEASTERLY LINE OF SAID FAIRFAX AVENUE; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 54° 28' 21" EAST, 170.832 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE SOUTH 77° 30' 53" WEST, 107.629 FEET TO THE POINT OF BEGINNING.

BEING PORTION OF FAIRFAX AVENUE, FORMERLY 6TH AVENUE, AN OPEN PUBLIC STREET.

EXCEPTING THEREFROM, ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN THAT CERTAIN ACT OF THE LEGISLATURE (THE "BURTON ACT") SET FORTH IN CHAPTER 1333 OF THE STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON TERMS AND PROVISIONS SET FORTH THEREIN.

PARCEL THREE:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF EVANS AVENUE AND THE NORTHWESTERLY LINE OF EARL STREET; RUNNING THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE SOUTH 35° 31' 39" WEST, 80 FEET TO THE SOUTHWESTERLY LINE OF SAID EVANS AVENUE; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 54° 28' 21" WEST, 600 FEET TO THE SOUTHEASTERLY LINE OF FITCH STREET; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 35° 31' 39" W., 47.741 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE, NON-TANGENT TO THE PRECEDING COURSE, FROM A TANGENT THAT BEARS NORTH 27° 16' 01" WEST NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 70 FEET AND A CENTRAL ANGLE OF 54° 24' 21" THROUGH AN ARC LENGTH OF 66.469 FEET TO THE NORTH WESTERLY LINE OF SAID FITCH STREET; THENCE NON-TANGENT TO THE PRECEDING CURVE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE NORTH 35° 31' 39" EAST, 47.741 FEET TO SAID SOUTHWESTERLY LINE OF EVANS AVENUE; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 54° 28' 21" WEST, 296.037 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTHEASTERLY, NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS NORTH 33° 51' 05" EAST ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1500 FEET AND A CENTRAL ANGLE OF 02° 44' 12" AN ARC LENGTH OF 71.647 FEET; THENCE TANGENT TO THE PRECEDING CURVE NORTHEASTERLY ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 110 FEET AND A CENTRAL ANGLE OF 04° 24' 44" THROUGH AN ARC LENGTH OF 8.471 FEET TO THE NORTHEASTERLY LINE OF EVANS AVENUE; THENCE NON-TANGENT TO THE PRECEDING CURVE ALONG SAID NORTHEASTERLY LINE SOUTH 54°

**EXHIBIT B
(Continued)**

28' 21" EAST, 100.168 FEET TO SAID NORTHWESTERLY LINE OF FITCH STREET; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 35° 31' 39" EAST, 80.616 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE, NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS SOUTH 40° 06' 19" EAST SOUTHEASTERLY ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1000 FEET AND A CENTRAL ANGLE OF 01° 36' 17" THROUGH AN ARC LENGTH OF 28.008 FEET; THENCE TANGENT TO THE PRECEDING CURVE SOUTHEASTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1500 FEET AND A CENTRAL ANGLE OF 01° 27' 49" THROUGH AN ARC LENGTH OF 38.317 FEET TO SAID SOUTHEASTERLY LINE OF FITCH STREET; THENCE NON-TANGENT TO THE PRECEDING CURVE ALONG SAID SOUTHEASTERLY LINE SOUTH 35° 31' 39" WEST, 63.215 FEET TO THE SAID NORTHEASTERLY LINE OF EVANS AVENUE; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 54° 28' 21" EAST, 600 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF EVANS AVENUE, FORMERLY 5TH AVENUE, AN OPEN PUBLIC STREET AND ALSO BEING PORTION OF FITCH STREET, AN OPEN PUBLIC STREET.

EXCEPTING THEREFROM, ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN THAT CERTAIN ACT OF THE LEGISLATURE (THE "BURTON ACT") SET FORTH IN CHAPTER 1333 OF THE STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON TERMS AND PROVISIONS SET FORTH THEREIN.

TRACT THREE:

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL "N", AS SAID PARCEL IS SHOWN ON THAT MAP ENTITLED, "MAP OF LANDS TRANSFERRED IN TRUST TO THE CITY AND COUNTY OF SAN FRANCISCO", FILED IN BOOK "W" OF MAPS, PAGES 66 THROUGH 72, INCLUSIVE, OFTEN OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FITCH STREET (F), LYING NORTHEASTERLY OF ARELIUS WALKER DRIVE PER RESOLUTION NO. 1012-95 OF THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, APPROVED DECEMBER 7, 1995 (FORMERLY FITCH STREET) AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF EAST INDIA BASIN BUSINESS PARK" FILED MAY 4, 1988 IN BOOK "Y" OF MAPS, AT PAGES 18 AND 19, SAN FRANCISCO COUNTY RECORDS, AND THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF CUSTER AVENUE (3RD).

BEING A PORTION OF AN OPEN PUBLIC STREET.

EXCEPTING THEREFROM, ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN THAT CERTAIN ACT OF THE LEGISLATURE (THE "BURTON ACT") SET FORTH IN CHAPTER 1333 OF THE STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON TERMS AND PROVISIONS SET FORTH THEREIN.

EXHIBIT C

Map Depicting the Big Green

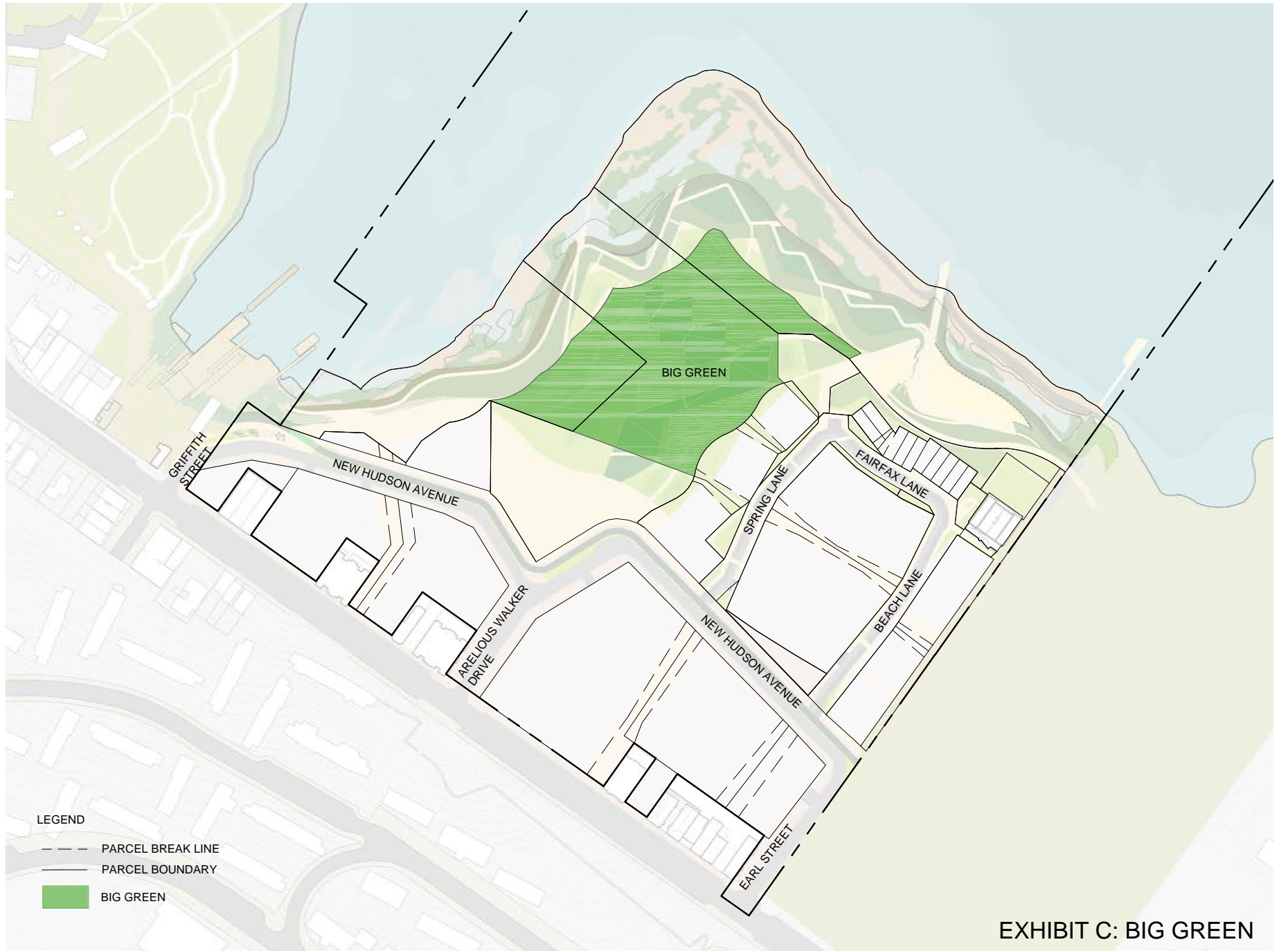


EXHIBIT D

Public ROWs Legal Description

LEGAL DESCRIPTION

PARCEL ONE

"PORTION OF ARELIIOUS WALKER DRIVE TO BE VACATED"

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF ARELIIOUS WALKER DRIVE (64.00 FEET WIDE), DISTANT THEREON 100.00 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF INNES AVENUE (80.00 FEET WIDE); THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE 100.00 FEET TO THE SOUTHWESTERLY LINE OF HUDSON AVENUE (80.00 FEET WIDE); THENCE AT A RIGHT ANGLE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE 64.00 FEET TO THE NORTHWESTERLY LINE OF SAID ARELIIOUS WALKER DRIVE; THENCE AT A RIGHT ANGLE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE OF ARELIIOUS WALKER DRIVE 100.00 FEET TO A POINT DISTANT THEREON 100.00 FEET NORTHEASTERLY FROM SAID NORTHEASTERLY LINE OF INNES AVENUE; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 64.00 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF ARELIIOUS WALKER DRIVE PER RESOLUTION NO. 1012-95 OF THE BOARD OF SUPERVISORS FOR THE CITY AND COUNTY OF SAN FRANCISCO, APPROVED DECEMBER 7, 1995. (FORMERLY FITCH STREET)

PARCEL TWO

"PORTION OF GRIFFITH STREET TO BE VACATED"

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF GRIFFITH STREET (64.00 FEET WIDE) WITH THE NORTHEASTERLY LINE OF INNES AVENUE (80.00 FEET WIDE); THENCE NORTHEASTERLY ALONG SAID LINE OF GRIFFITH STREET 280.00 FEET TO THE NORTHEASTERLY LINE OF HUDSON AVENUE (80.00 FEET WIDE); THENCE AT A RIGHT ANGLE NORTHWESTERLY, ALONG SAID NORTHEASTERLY LINE OF HUDSON AVENUE 64.00 FEET TO THE NORTHWESTERLY LINE OF SAID GRIFFITH STREET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE OF GRIFFITH STREET 280.00 FEET TO SAID NORTHEASTERLY LINE OF INNES AVENUE; THENCE AT A RIGHT ANGLE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF INNES AVENUE 64.00 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF GRIFFITH STREET

PARCEL THREE

"PORTION OF HUDSON AVENUE TO BE VACATED"

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF GRIFFITH STREET (64.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF HUDSON AVENUE (80.00 FEET WIDE); THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE 80.00 FEET TO THE NORTHEASTERLY LINE OF SAID HUDSON AVENUE; THENCE AT A RIGHT ANGLE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF HUDSON AVENUE 1,264.00 FEET TO THE NORTHWESTERLY LINE OF EARL STREET (64.00 FEET WIDE); THENCE AT A RIGHT ANGLE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE OF EARL STREET 80.00 FEET TO THE SOUTHWESTERLY LINE OF SAID HUDSON AVENUE; THENCE AT A RIGHT ANGLE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF HUDSON AVENUE, 1,264.00 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF HUDSON AVENUE

PARCEL FOUR

"PORTION OF EARL STREET TO BE VACATED"

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF EARL STREET (64.00 FEET WIDE), DISTANT THEREON 100.00 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF INNES AVENUE (80.00 FEET WIDE); THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE 855.00 FEET TO A POINT DISTANT THEREON 85.00 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF EVANS AVENUE (80.00 FEET WIDE); THENCE AT A RIGHT ANGLE SOUTHEASTERLY 64.00 FEET TO THE SOUTHEASTERLY LINE OF SAID EARL STREET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF EARL STREET 855.00 FEET TO A POINT THAT IS ON A LINE THAT IS PERPENDICULAR FROM THE POINT OF BEGINNING; THENCE AT A RIGHT ANGLE NORTHWESTERLY, ALONG LAST SAID LINE 64.00 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF EARL STREET

PARCEL FIVE

"PORTION OF ARELIOUS WALKER DRIVE TO BE VACATED"

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF ARELIOUS WALKER DRIVE (64.00 FEET WIDE) WITH THE NORTHEASTERLY LINE OF HUDSON AVENUE (80.00 FEET WIDE); THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE 528.12 FEET TO A POINT ON THE NORTHERLY LINE OF THAT LAND CONVEYED BY THE STATE OF CALIFORNIA TO THE SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION PURSUANT TO CHAPTER 325, STATUTES OF 1863-4; THENCE AT A DEFLECTION ANGLE OF $109^{\circ}14'58''$ TO THE LEFT ALONG LAST SAID LINE 67.79 FEET TO THE NORTHWESTERLY LINE OF SAID ARELIOUS WALKER DRIVE; THENCE AT A DEFLECTION ANGLE OF $70^{\circ}45'02''$ TO THE LEFT ALONG SAID NORTHWESTERLY LINE 505.77 FEET TO SAID NORTHEASTERLY LINE OF HUDSON AVENUE; THENCE AT A RIGHT ANGLE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF HUDSON AVENUE 64.00 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF ARELIOUS WALKER DRIVE PER RESOLUTION NO. 1012-95 OF THE BOARD OF SUPERVISORS FOR THE CITY AND COUNTY OF SAN FRANCISCO, APPROVED DECEMBER 7, 1995. (FORMERLY FITCH STREET)

PARCEL SIX

"PORTION OF ARELIIOUS WALKER DRIVE TO BE VACATED"

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL "N", AS SAID PARCEL IS SHOWN ON THAT MAP ENTITLED, "MAP OF LANDS TRANSFERRED IN TRUST TO THE CITY AND COUNTY OF SAN FRANCISCO", FILED IN BOOK "W" OF MAPS, PAGES 66 THROUGH 72, INCLUSIVE, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF ARELIIOUS WALKER DRIVE (64.00 FEET WIDE), DISTANT THEREON 505.77 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF HUDSON AVENUE (80.00 FEET WIDE), SAID POINT OF BEGINNING BEING ON THE NORTHERLY LINE OF THAT LAND CONVEYED BY THE STATE OF CALIFORNIA TO THE SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION PURSUANT TO CHAPTER 325, STATUTES OF 1863-4; THENCE ALONG SAID NORTHWESTERLY LINE OF ARELIIOUS WALKER DRIVE AND ALONG THE SOUTHEASTERLY LINE OF PARCEL A, AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF EAST INDIA BASIN BUSINESS PARK" FILED MAY 4, 1988 IN BOOK "Y" OF MAPS, AT PAGES 18 AND 19, SAN FRANCISCO COUNTY RECORDS, 184.23 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 64.00 TO THE NORTHWESTERLY LINE OF PARCEL B, AS SAID PARCEL IS SHOWN ON SAID "MAP OF EAST INDIA BASIN BUSINESS PARK"; THENCE AT A RIGHT ANGLE SOUTHWESTERLY ALONG SAID LINE OF PARCEL B AND ALONG THE SOUTHEASTERLY LINE OF SAID ARELIIOUS WALKER DRIVE 161.88 FEET TO A POINT ON SAID NORTHERLY LINE OF THAT LAND CONVEYED BY THE STATE OF CALIFORNIA TO THE SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION; THENCE ON A DEFLECTION ANGLE OF 70⁰45'02" TO THE RIGHT, ALONG SAID LAST REFERENCED LINE 67.79 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF ARELIIOUS WALKER DRIVE PER RESOLUTION NO. 1012-95 OF THE BOARD OF SUPERVISORS FOR THE CITY AND COUNTY OF SAN FRANCISCO, APPROVED DECEMBER 7, 1995. (FORMERLY FITCH STREET)

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN THAT CERTAIN ACT OF THE LEGISLATURE ("THE BURTON ACT") SET FORTH IN CHAPTER 1333 OF THE STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON TERMS AND PROVISIONS SET FORTH THEREIN.

PARCEL SEVEN

"PORTION OF ARELIIOUS WALKER DRIVE TO BE VACATED"

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL B, AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF EAST INDIA BASIN BUSINESS PARK" FILED MAY 4, 1988 IN BOOK "Y" OF MAPS, AT PAGES 18 AND 19, SAN FRANCISCO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF ARELIIOUS WALKER DRIVE (64.00 FEET WIDE), DISTANT THEREON 562.39 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF HUDSON AVENUE (80.00 FEET WIDE), SAID POINT OF BEGINNING BEING THE MOST SOUTHERLY CORNER OF SAID PARCEL B; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID PARCEL B 127.61 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 25.44 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF ARELIIOUS WALKER DRIVE, SAID POINT BEING ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 70.00 FEET AND WHOSE RADIUS POINT BEARS ON A DEFLECTION ANGLE OF $145^{\circ}08'54''$ FROM THE PREVIOUS COURSE; THENCE ALONG SAID SOUTHEASTERLY LINE OF ARELIIOUS WALKER DRIVE THE FOLLOWING COURSES AND DISTANCES: ALONG LAST SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF $81^{\circ}44'49''$, AN ARC LENGTH OF 99.87 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 50.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $46^{\circ}53'42''$, AN ARC LENGTH OF 40.92 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF ARELIIOUS WALKER DRIVE PER RESOLUTION NO. 1012-95 OF THE BOARD OF SUPERVISORS FOR THE CITY AND COUNTY OF SAN FRANCISCO, APPROVED DECEMBER 7, 1995. (FORMERLY FITCH STREET)

PARCEL EIGHT

"PORTION OF ARELIIOUS WALKER DRIVE TO BE VACATED"

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL A, AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF EAST INDIA BASIN BUSINESS PARK" FILED MAY 4, 1988 IN BOOK "Y" OF MAPS, AT PAGES 18 AND 19, SAN FRANCISCO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF ARELIIOUS WALKER DRIVE (64.00 FEET WIDE), DISTANT THEREON 562.39 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF HUDSON AVENUE (80.00 FEET WIDE), SAID POINT OF BEGINNING BEING THE MOST SOUTHERLY CORNER OF SAID PARCEL A; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL A 127.61 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 25.44 FEET TO A POINT ON THE NORTHWESTERLY LINE OF ARELIIOUS WALKER DRIVE, SAID POINT BEING ON A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 70.00 FEET AND WHOSE RADIUS POINT BEARS ON A DEFLECTION ANGLE OF $145^{\circ}08'54''$ FROM THE PREVIOUS COURSE; THENCE ALONG SAID NORTHWESTERLY LINE OF ARELIIOUS WALKER DRIVE THE FOLLOWING COURSES AND DISTANCES: ALONG LAST SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $81^{\circ}44'49''$, AN ARC LENGTH OF 99.87 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 50.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF $46^{\circ}53'42''$, AN ARC LENGTH OF 40.92 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF ARELIIOUS WALKER DRIVE PER RESOLUTION NO. 1012-95 OF THE BOARD OF SUPERVISORS FOR THE CITY AND COUNTY OF SAN FRANCISCO, APPROVED DECEMBER 7, 1995. (FORMERLY FITCH STREET)

EXHIBIT E

List of Approvals

Final approval actions by the City and County of San Francisco Board of Supervisors for the India Basin Mixed-Use District Project

1. **Ordinance [_____]** (**File No. [_____]**): (1) Approving a Development Agreement between the City and County of San Francisco and BUILD Inc.; (2) waiving or modifying certain provisions of the Administrative Code, Planning Code, Subdivision Code, and Zoning Map; and (3) adopting findings under the California Environmental Quality Act, public trust findings, and findings of consistency with the General Plan and Planning Code priority policies.
2. **Ordinance [_____]** (**File No. [_____]**): Amending the Planning Code and the Zoning Map to add the India Basin Mixed Use Project Special Use District.
3. **Ordinance [_____]** (**File No. [_____]**): Amending the General Plan to refer to the India Basin Mixed Use Project Special Use District.

Final and Related Approval Actions of City and County of San Francisco Port Commission (referenced by Resolution number “R No.”)

1. **R No. [_____]**: [_____]: Consenting to a Development Agreement between the City and BUILD, Inc., including a draft Compromise Title Settlement and Land Exchange Agreement for India Basin with the State Lands Commission.
2. **R No. [_____]**: Approving an Open Space Covenant regarding those portions of the India Basin Open Space and Big Green to be exchanged into the Public Trust and placed under SF Port jurisdiction but managed and operated by RPD.

Final and Related Approval Actions of City and County of San Francisco Planning Commission (referenced by Motion Number “M No.” or Resolution Number “R No.”)

1. **M No. [_____]**: Certifying the Final Environmental Impact Report for the India Basin Mixed-Use District Project.
2. **M No. [_____]**: Adopting Findings and Statement of Overriding Considerations under the California Environmental Quality Act.
3. **R No. [_____]**: Recommending to the Board of Supervisors approval of the General Plan Amendments.
4. **R No. [_____]**: Recommending to the Board of Supervisors approval of amendments to the Planning Code and a Zoning Map amendment to establish the India Basin Special Use District.

5. **M No.** [____]: Approving the India Basin Design Standards and Guidelines.
6. **R No.** [____]: Recommending to the Board of Supervisors approval of a Development Agreement between the City and BUILD Inc.
7. **[R] No.** [____]: Approving determination that shadows from buildings exceeding 40 feet in height will have no adverse effect on parks subject to Section 295 of the Planning Code.

Final and Related Approval Actions of City and County of San Francisco Recreation and Park Commission (referenced by Motion Number “M No.” or Resolution Number “R No.”)

1. **[M] No.** [____]: Consenting to consultation with RPD’s general manager on the effect of the proposed project or variant on shadow on parks subject to Section 295 of the Planning Code.
2. **[R] No.** Consenting to a Development Agreement between the City and BUILD, Inc., including a draft Compromise Title Settlement and Land Exchange Agreement for India Basin with the State Lands Commission.
3. **R No.** [____]: Approving an Open Space Covenant regarding those portions of the India Basin Open Space and Big Green to be exchanged into the Public Trust and placed under SF Port jurisdiction but managed and operated by RPD.

Final and Related Approval Actions of Other City and County of San Francisco Boards, Commissions, and Departments:

1. San Francisco Municipal Transportation Agency (SFMTA) **Resolution Number** [_____] consenting to a Development Agreement between the City and BUILD Inc., including Transportation Exhibit and Infrastructure Plan.; and approving the Interagency Cooperation Agreement.
2. San Francisco Public Utilities Commission (SFPUC) **Resolution Number** [_____] consenting to a Development Agreement between the City and BUILD Inc., including Infrastructure Plan; and approving the Interagency Cooperation Agreement.

EXHIBIT F

Design Standards and Guidelines

INDIA BASIN

Design Standards and Guidelines
6 July 2018



Exhibit G
FINANCING PLAN
(INDIA BASIN)

FINANCING PLAN (INDIA BASIN)

This FINANCING PLAN (India Basin) (the “**Financing Plan**”) implements and is part of the Development Agreement. As used in this Financing Plan, capitalized terms used herein have the definitions given to them in Section 3.2.

1. OVERVIEW

1.1 Project Purposes

(a) Purpose of Financing Plan. The purpose of this Financing Plan is to establish the contractual framework for mutual cooperation between the City and Developer necessary to implement the Project. Accordingly, City shall take all actions reasonably necessary, and Developer shall cooperate reasonably with the efforts of:

(i) City to form the requested CFD, adopt the RMA, levy Facilities Special Taxes and Services Special Taxes within the CFD, and issue CFD Bonds to pay, as applicable, Qualified Project Costs, Ongoing Maintenance Services, and, when authorized pursuant to Section 2.8, Additional Community Facilities.

(ii) City to finance Baseline Maintenance Services without Services Special Taxes and to finance Ongoing Maintenance Services with Services Special Taxes in the manner described in this Financing Plan.

2. COMMUNITY FACILITIES DISTRICT FINANCING

2.1 Formation of the CFD

(a) Formation. Developer shall submit a petition to the City for formation of the CFD over the Project Site so that the CFD is established by the Board of Supervisors before approval by City of the first tentative subdivision map for the Project. City shall establish the CFD pursuant to this Financing Plan upon the submission by the Developer of such petition. Developer acknowledges that the CFD Goals will prevail over any inconsistent terms in this Financing Plan, unless the Board of Supervisors in its sole discretion approves a waiver of the CFD Goals. The CFD may include separate tax zones, consistent with the Development Phases under the Development Agreement. In addition, Developer and City may mutually agree to identify property for future annexation and additional public capital facilities for the Project to be financed under the CFD Act in the CFD formation proceedings. So long as such CFD complies in all material respects with the terms and conditions set forth in this Financing Plan, Developer agrees to vote in favor of the formation of the CFD, and shall not transfer any portion of the Project Site before formation of the CFD

without the Transferee expressly agreeing to also vote in favor of the formation of the CFD consistent with this Section and the Financing Plan.

(b) Taxable Parcels. Developer and City intend that Project Special Taxes will be levied against all Taxable Parcels for the purposes described in this Financing Plan and agree that all Exempt Parcels will be exempt from Project Special Taxes.

(c) Petition.

(i) Developer shall petition City under the CFD Act to establish the CFD over the Project Site, except as otherwise agreed to by the City and Developer. In its petition, Developer may include proposed specifications for the CFD, including Facilities Special Tax rates, Services Special Tax rates and any proposed tax zones within the CFD, the identity of any property to be annexed into the CFD at a later date (if any). In its petition, the Developer shall have the discretion to propose Project Special Tax rates, subject to compliance with Section 2.3(d).

(ii) Following City's receipt of a petition, Developer and City will meet with City's public financing consultants to determine reasonable and appropriate terms of the proposed CFD as set forth in Developer's petition to the extent consistent with this Financing Plan.

(d) Authorized Uses. The CFD shall be authorized to finance Qualified Project Costs, Additional Community Facilities, and Ongoing Maintenance Services, irrespective of the geographic location of the improvements financed or maintained.

(e) Joint Community Facilities Agreements. Under the CFD Act, City may be required to enter into a joint community facilities agreement with another Governmental Entity that will own or operate any of the authorized improvements. City and Developer agree that they will take all steps necessary to procure the authorization and execution of any required joint community facilities agreement with a Governmental Entity other than City before the issuance of any CFD Bonds that will finance authorized improvements that will be owned or operated by such Governmental Entity other than City.

(f) Notice of Special Tax Lien. Project Special Taxes will be secured by recordation in the Official Records of continuing liens against all Taxable Parcels in the CFD.

2.2 Scope of CFD-Financed Costs

(a) Authorized Costs. The CFD may finance only Qualified Project Costs, Additional Community Facilities, and Ongoing Maintenance Services.

2.3 Parameters of CFD Formation

(a) Cooperation. Developer and City agree to cooperate reasonably in developing the RMA for the CFD that is consistent with this Financing Plan and, to the extent consistent with this Financing Plan, Developer's petition. Developer and City will each use good-faith reasonable efforts at all times to furnish timely to the other, or to obtain and then furnish to the other, any information necessary to develop the RMA, such as legal boundaries of the property to be included and Developer's plans for the types, sizes, numbers, and timing for construction of Buildings, within the CFD.

(b) RMA Consultants and Approval. The RMA for the CFD will be: (i) developed by City's special tax consultant, in consultation with Developer and City's staff and other consultants; (ii) consistent with Developer's petition to the extent consistent with this Financing Plan; and (iii) subject to approval of the Board of Supervisors in the resolution of formation. Project Special Taxes on any Taxable Parcel must not exceed any applicable maximum or minimum rate specified in the CFD Goals and this Financing Plan, unless otherwise approved by the Board of Supervisors and Developer.

(c) Priority Administrative Costs. In the formation process for the CFD, City and Developer will agree on the amount of annual CFD administrative costs that will have first priority for payment by Project Special Taxes based on: (i) actual administration costs of other community facilities districts of the City; and (ii) the CFD's complexity and size.

(d) Project Special Taxes. The RMA will create two categories of special taxes: the Facilities Special Tax and the Services Special Tax. The RMA shall specify Facilities Special Tax rates for Developed Property and Services Special Tax rates for Developed Property. The Project Special Tax rates for Developed Property may vary based on sizes, densities, types of Buildings to be constructed, and other relevant factors when the CFD is formed. The RMA will establish Facilities Special Tax rates assuming that any First Tranche CFD Bonds issued will have a debt service coverage-ratio of one hundred ten percent (110%), unless City and Developer approve a higher ratio to market the First Tranche CFD Bonds effectively. The RMA shall also establish Facility Special Tax rates for Undeveloped Property. There shall be no levy of Services Special Taxes on Undeveloped Property. In its petition, the Developer shall have the discretion to propose Project Special Tax rates that are consistent with the following:

(i) The Total Tax Obligation that results from the Developer's selection of the Project Special Tax rates (the "**Developer-Selected Percentage**") shall not satisfy the following (herein, the "**Base Facilities Special Tax Rates**"):

(A) the Developer-Selected Percentage for rental residential properties may not be lower than 1.60% based on projected sales prices and calculated at the time of the resolution of intention to form the CFD; and

(B) the Developer-Selected Percentage for for-sale residential

properties may not be lower than 1.63% based on projected sales prices and calculated at the time of the resolution of intention to form the CFD.

(ii) the Services Special Tax rates on Taxable Parcels of residential and commercial property, based on projected sales prices and calculated at the time of the resolution of intention to form the CFD, may not be lower than necessary to generate \$1,500,000 for Ongoing Maintenance Services in Fiscal Year 2018-19 dollars, (the “**Base Services Special Tax Rate**”).

(e) Escalation of Special Tax Rates. For the Facilities Special Tax, the RMA will provide for annual increases in the Facilities Special Tax rates of 2% annually. For the Services Special Tax, the RMA shall provide for annual increases that shall be the lesser of (i) the percentage change in CPI or some other acceptable index, or (ii) 5%; provided, however, that no escalation of the Services Special Tax shall occur until the July 1 immediately following the issuance of the first temporary certificate of occupancy for a Building in the CFD.

(f) Priority for Annual Levy of Facilities Special Taxes. The RMA will provide for the levy of Facilities Special Taxes at the maximum Facilities Special Tax rate beginning in the initial year of the levy and continuing for a period of time determined by the City. Thereafter, the City shall levy Facilities Special Taxes each remaining year of its term to fund debt service (not including capitalized interest), administrative costs, Qualified Project Costs, Ongoing Maintenance Costs (following the CFD Conversion Date), and, when authorized pursuant to Section 2.8, Additional Community Facilities to be financed by the CFD (collectively, the “**Facilities Special Tax Requirement**”) according to the priorities set forth in the Indenture, until the Facilities Special Tax Requirement is fully satisfied. The RMA must reflect the priorities set forth below:

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

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

(g) Use of Remainder Taxes.

(i) Developer and City contemplate that, within the CFD, Qualified Project Costs will be paid from Remainder Taxes both before and after the issuance of CFD Bonds for the CFD and after the final maturity of any CFD Bonds for the CFD. Accordingly, the RMA will provide that Remainder Taxes may be used to finance Qualified Project Costs and, following the CFD Conversion Date, Ongoing Maintenance Costs and Additional Community Facilities. Annually, on or before October 1 of each year, the City shall deposit Remainder Taxes in the Remainder Taxes Project Account for the CFD.

(ii) Prior to the CFD Conversion Date, amounts on deposit in the Remainder Taxes Project Account shall be applied to pay Qualified Project Costs. After the CFD Conversion Date, amounts on deposit in the Remainder Taxes Project Account shall be applied to finance Additional Community Facilities and Ongoing Maintenance Costs at the discretion of the City.

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

(i) Prepayment. The RMA will include provisions allowing a property owner within the CFD that is not in default of its obligation to pay Facilities Special Taxes to prepay Facilities Special Taxes in full or in part based on a formula that will require payment of the property owner's anticipated total Facilities Special Tax obligation; provided. Prepaid Facilities Special Taxes will be placed in a segregated account in accordance with the applicable Indenture. The RMA and the Indenture will specify the use of prepaid Facilities Special Taxes. The Services Special Tax may not be prepaid.

(j) Amendment to RMA. The RMA must be consistent with this Financing Plan. Nothing in this Financing Plan will prevent an amendment of the RMA for the CFD under its terms or under Change Proceedings as described in this Financing Plan.

(k) Reducing Facilities Special Tax Rates Before Issuance of First Tranche CFD Bonds. The RMA shall contain a provision that allows Developer to request that the Total Tax Obligation be recalculated and Facilities Special Tax rates be reduced (subject to City consent, not to be reasonably withheld) before any First Tranche CFD Bonds are issued so that the Total Tax Obligation does not exceed the Developer-Selected Percentage based on the actual or projected sales prices of Taxable Parcels at the time of recalculation, but only as long as such reduction does

not reduce the Services Special Tax rates below the Base Services Special Tax Rate or the Facilities Special Tax rates below the Base Facilities Special Tax Rate. If expressly permitted and defined in the RMA, any such reduction of the Facilities Special Tax rates in the CFD may be done administratively without the vote of the qualified CFD electors before First Tranche CFD Bonds for the CFD are issued, but only as long as such reduction does not reduce the Facilities Special Tax rates below the Base Facilities Special Tax Rate. If expressly permitted and defined in the RMA, a reduction in one taxing category does not have to be proportionate to the reduction in any other taxing category (i.e., disproportionate reductions may be expressly allowed in the RMA). If the maximum Facilities Special Tax rate is permanently reduced, City will record timely an appropriate instrument in the Official Records.

2.4 Issuance of CFD Bonds

(a) Issuance. Subject to approval of the Board of Supervisors, City, on behalf of the CFD, intends to issue First Tranche CFD Bonds for purposes of this Financing Plan, but only upon the written request of the Developer. Developer may submit written requests that City issue First Tranche CFD Bonds, specifying requested issuance dates, amounts, and main financing terms. Following Developer's request, Developer and City will meet with City's public financing consultants to determine reasonable and appropriate issuance dates, amounts, and main financing terms that are consistent with this Financing Plan.

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

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

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

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

(f) Second Tranche CFD Bonds. After the CFD Conversion Date for the CFD, City has the right in its sole discretion to issue Second Tranche CFD Bonds in the CFD as set forth in this Financing Plan.

2.5 Use of Proceeds

(a) First Tranche CFD Bond Proceeds. Subject to Tax Laws, the CFD Act, and the CFD Goals, First Tranche CFD Bond proceeds will be used in the following order of priority: (i) to fund required reserves and pay costs of issuance;

(ii) to fund capitalized interest amounts, if any is requested by the Developer; and (iii) to pay outstanding Qualified Project Costs and, when authorized pursuant to Section 2.8(b), outstanding Additional Community Facilities. Any First Tranche CFD Bond proceeds remaining after the deposits required by the preceding clauses (i) and (ii) will be deposited into the CFD Bonds Project Account as designated in the Indenture .

(b) Qualified Project Costs; Additional Community Facilities. By this Financing Plan, City pledges the proceeds of First Tranche CFD Bonds on deposit in CFD Bonds Project Accounts or as otherwise provided in the applicable Indenture and, subject to Sections 2.3(g), all Remainder Taxes on deposit in the Remainder Taxes Project Account to finance Qualified Project Costs and, when authorized pursuant to Section 2.8, Additional Community Facilities. In furtherance of this pledge, City shall levy Facilities Special Taxes in each Fiscal Year in strict accordance with the RMA and this Financing Plan.

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

(i) Qualified Project Costs and, when authorized pursuant to Section 2.8(b), outstanding Additional Community Facilities;

(ii) For repair and replacement of improvements that comprise Project Costs; and

(iii) To be held as a reserve for Additional Community Facilities.

(d) Prohibited Uses of Proceeds. Prior to the CFD Conversion Date, the proceeds of First Tranche CFD Bonds and Remainder Taxes shall not be used to finance all or any part of (i) 900 Innes, (ii) India Basin Shoreline Park, or (iii) any Ongoing Maintenance Services.

2.6 Miscellaneous CFD Provisions

(a) Change Proceedings. Subject to the limitations in this Financing Plan, Tax Law and the CFD Act, and so long as the proposed changes do not adversely affect the issuance or amount of Second Tranche CFD Bonds or the application, timing of receipt, or overall amount of Remainder Taxes to pay Additional Community Facilities pursuant to Section 2.8, City will not reject unreasonably Developer's request to conduct Change Proceedings under the CFD Act to: (i) make any changes to the RMA, including amending the rates and method of apportionment of Facilities Special Taxes (subject to maintaining the Base Special Tax Rates); (ii) increase or decrease the authorized bonded indebtedness limit within the CFD; (iii) annex property into the CFD; (iv) add additional public capital facilities for the Project; or (v) take other actions reasonably requested by Developer. For purposes of this Section 2.6(a), Developer acknowledges that any reduction in the Services

Special Tax rates below the Base Services Special Tax Rates and any reduction in the Facilities Special Tax rates below the Base Facilities Special Tax Rates through Change Proceedings shall require the consent of City, which may be granted in its discretion. Except as set forth in the previous sentence, for purposes of this Section 2.6(a), City agrees that none of the following changes will be deemed to adversely affect the ability of City to issue Second Tranche CFD Bonds or apply the Remainder Taxes to Additional Community Facilities pursuant to Section 2.8: (x) increasing the Project Special Tax rates in an RMA for any land use classification; (y) increasing the authorized bonded indebtedness limit; and (z) authorizing the financing of additional public capital facilities for the Project.

(b) Maintaining Levy of CFD Financing. Under section 3 of article XIIC of the California Constitution, voters may, under certain circumstances, vote to reduce or repeal the levy of special taxes in a community facilities district. However, Section 9 of article I of the California Constitution prohibits the passage of a law resulting in an impairment of contract. The purpose of this Section 2.6(b) is to give notice that: (i) the Development Agreement (including this Financing Plan) is a contract between Developer and the City; (ii) the financing of the Qualified Project Costs and the Additional Community Facilities through the application of CFD Bond proceeds (which are secured by Facilities Special Taxes) and Remainder Taxes is an essential part of the consideration for the Development Agreement; (iii) the financing of Ongoing Maintenance Services through the application of Services Special Taxes is an essential part of the consideration for the Development Agreement; and (iv) any reduction in City's ability to levy and collect Project Special Taxes would materially impair the Development Agreement. To further preserve the Development Agreement, City agrees that: (y) until all First Tranche CFD Bonds have been repaid in full or defeased before maturity for any reason other than a refunding, it will not initiate or conduct proceedings under the CFD Act to reduce the Project Special Tax rates without Developer's written consent or if not otherwise legally compelled to do so (e.g., by a final order of a court of competent jurisdiction); and (z) if the voters adopt an initiative ordinance under section 3 of article XIIC of the California Constitution that purports to reduce, repeal, or otherwise alter the Project Special Tax rates before all First Tranche CFD Bonds have been repaid in full or defeased before maturity for any reason other than a refunding, City will meet and confer with Developer to consider commencing and pursuing reasonable legal action to preserve City's ability to comply with this Financing Plan.

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

(d) Reserve Fund Earnings. The Indenture for each issue of First Tranche CFD Bonds will provide that earnings on any reserve fund that are not then needed to replenish the reserve fund to the reserve requirement will be transferred to: (i) the CFD Bonds Project Account for allowed uses until it is closed in accordance

with the Indenture; then (ii) the debt service fund held by the Fiscal Agent under the Indenture.

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

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

(g) CFD Goals. Until the CFD Conversion Date for the CFD, the City shall not change or amend the CFD Goals as they apply to the CFD if such changes or amendments adversely impact the Project or are inconsistent with this Financing Plan unless such changes or amendments are required under the Mello-Roos Act or other controlling State or federal law or, with respect to the CFD, as otherwise approved by Developer in its sole discretion.

(h) Private Placement of CFD Bonds. Subject to Board of Supervisors approval, upon Developer's written request, City shall consider CFD Bonds in a private placement to a small number of investors (which may include Developer and its Affiliates). In connection with any such private placement, City and the investors may agree upon terms regarding the security of the CFD Bonds other than as required by this Agreement, including, but not limited to, the 3:1 value-to-lien ratio of Section 2.4(c); provided, however, any CFD Bonds must have a debt service coverage-ratio of one hundred ten percent (110%) unless City consents to a lower amount. Consistent with the CFD Goals, the City will consider the appropriate categories of investors for any such CFD Bonds.

(i) No Credit Enhancement. So long as the value of property in the CFD is at least equal to the required value-to-lien ratio, the City shall not require the Developer or any property owner in the CFD to provide a letter of credit or other credit enhancement as security for the payment of the Facilities Special Taxes in the CFD.

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

approvals by the City. The Acquisition and Reimbursement Agreement shall contain an acknowledgment by the City and Developer as to the following:

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

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

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

(iv) If the City or other Governmental Entity accepts authorized improvements before the applicable payment requests are paid in full, the unpaid balance will be paid when sufficient Funding Sources become available, and the Acquisition and Reimbursement Agreement will provide that the applicable payment requests for such improvements accepted by the City or other Governmental Entity may be paid: (A) in any number of installments as Funding Sources become available; and (B) irrespective of the length of time payment is deferred; and

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

(k) No Other Land-Secured Financings. Except to the extent required by law, other than the CFD, City shall not initiate formation of any land-secured financing district involving the levy of special taxes or assessments over any portion of the property in the Project without Developer's written consent which may be given in its sole discretion.

2.7 Ongoing Service Maintenance

(a) Baseline Maintenance Costs. The Parties agree that the Baseline Maintenance Costs shall be the sole responsibility of the City and shall not be paid for with Services Special Taxes without the consent of Developer during the term of the Development Agreement.

(b) Maintenance Budget. Not later than May 1 of each year following the Maintenance Commencement Date, City shall prepare a preliminary budget of the Estimated Maintenance Costs for the immediately succeeding Maintenance Period. The Estimated Maintenance Costs shall be determined by (i) estimating the costs of the Ongoing Maintenance Services to be incurred during the immediately succeeding Maintenance Period and (ii) subtracting (A) any funds and revenues that are received

for maintenance purposes, and (B) any funds on deposit in the Ongoing Maintenance Account that are not committed to the payment of Ongoing Maintenance Services during the current Maintenance Period.

(c) Delivery of Maintenance Budget. During the term of the Development Agreement, upon completion by City, the preliminary budget will promptly be delivered to Developer for review. Developer shall have fifteen (15) days to review and comment on the preliminary budget. City will duly evaluate and implement the reasonable suggestions made by Developer, and City shall distribute a final version of the budget to Developer (as finalized, the “**Maintenance Budget**”). The Maintenance Budget must be completed by no later than July 1 in any given year.

(d) Covenants. Developer agrees to establish covenants, conditions, and restrictions approved by the City, to be recorded in the Official Records before any portion of the Project Site is sold, obligating every owner of a Taxable Parcel in the Project Site to pay in perpetuity an amount equivalent to the Services Special Taxes if for any reason the CFD or its taxing powers are ever eliminated or reduced for any reason, including any vote of the qualified electors in the CFD.

2.8 CFD Limitations

(a) City and Developer agree that the CFD will be formed so that the proceeds of CFD Bonds and Remainder Taxes may be applied to accomplish, as applicable, the following goals in the manner set forth in this Financing Plan: to finance (i) Qualified Project Costs; (ii) Additional Community Facilities; and (iii) Ongoing Maintenance Services. To accomplish these goals, and subject to the limitations set forth in this Section 2.8, and in light of the Base Special Tax Rates and the CFD Goals:

(i) the CFD will be authorized to finance the Qualified Project Costs, Ongoing Maintenance Services and the Additional Community Facilities;

(ii) the term for levying Facilities Special Taxes will be established at no more than 84 years from the first issuance of CFD Bonds in the CFD, or such higher amount agreed to by the City and Developer;

(iii) the amount of authorized bonded indebtedness will be established to allow the issuance of the First Tranche CFD Bonds to finance Qualified Project Costs and the Second Tranche CFD Bonds to finance Additional Community Facilities; and

(iv) the Services Special Taxes will be levied in perpetuity.

(b) Until the CFD Conversion Date, CFD Bonds will be issued exclusively to finance Qualified Project Costs unless Developer, in its sole discretion, consents in writing to the issuance of CFD Bonds for the CFD to finance Additional

Community Facilities. After the CFD Conversion Date, City may issue CFD Bonds to finance Additional Community Facilities.

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

3. INTERPRETATION; DEFINITIONS

3.1 Interpretation of Agreement

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

(b) Inconsistent Provisions. Developer and City intend for this Financing Plan to prevail over any inconsistent provisions relating to the financing structure for the Project and their respective financing-related obligations in any other document related to the Project.

3.2 Defined Terms

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

“Acquisition and Reimbursement Agreement” means the agreement between Developer and City governing the terms of City’s acquisition of authorized improvements and reimbursement of Qualified Project Costs, as the same may be modified or amended from time to time.

“Additional Community Facilities” means any public facilities that benefit or serve the Project Site and that may be financed by the City with Second Tranche CFD Bonds and Remainder Taxes under applicable law and in the manner set forth in this Financing Plan, including Future Sea Level Rise Improvements.

“Affiliate” is defined in the Development Agreement.

“Base Facilities Special Tax Rate” is defined in Section 2.3(d)(iv).

“Base Services Special Tax Rate” is defined in Section 2.3(d)(ii).

“Base Special Tax Rates” means, collectively, the Base Facilities Special Tax Rate and the Base Services Special Tax Rate.

“Baseline Maintenance Costs” means the costs to provide maintenance services to the City Maintained Facilities consistent with City custom for similar facilities throughout the City.

“Board of Supervisors” is defined in the Development Agreement.

“Building” means any structure to be constructed within the CFD, including structures that contain Taxable Parcels, commercial, industrial, science and technology, research and development, and office uses.

“CFD” means a community facilities district formed over all of the Project Site that is established under the CFD Act to finance Qualified Project Costs, Additional Community Facilities, and Ongoing Maintenance Services.

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

“CFD Bonds” means one or more series of bonds (including refunding bonds) secured by the levy of Facilities Special Taxes in the CFD, including First Tranche CFD Bonds and Second Tranche CFD Bonds.

“CFD Bonds Project Account” means the funds or accounts, however denominated, held by the Fiscal Agent under an Indenture containing the CFD Bond proceeds to be used to finance Qualified Project Costs and, when authorized pursuant to Section 2.8, Additional Community Facilities.

“CFD Conversion Date” means the earliest to occur of (i) the date that all Qualified Project Costs have been paid or reimbursed to Developer for the Project as a whole, or (ii) the date that is forty-two (42) years after the issuance of the first series of First Tranche CFD Bonds in the CFD.

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

“CFD Maintained Facilities” means the facilities identified on the Maintenance Matrix as being maintained by the Services Special Tax.

“Change Proceedings” means proceedings under section 53332 of the Mello-Roos Act initiated by Developer’s petition.

“City” means the City and County of San Francisco.

“City Maintained Facilities” means the facilities identified on the Maintenance Matrix as being maintained by the City or other Governmental Entity.

“Development Agreement” means the Development Agreement by and between City and Developer relative to the India Basin Project.

“Developed Property” means, for both the Facilities Special Tax and the Services Special Tax, in any Fiscal Year, an assessor’s parcel of Taxable Property for which a temporary certificate of occupancy has been issued on or before June 30 of the preceding Fiscal Year.

“Developer” is defined in the Development Agreement.

“Estimated Maintenance Cost” means the estimated costs of the Ongoing Maintenance Services for a Maintenance Period, as determined pursuant to Section 2.7(a).

“Exempt Parcel” means the Public Property. Exempt Parcel does not include an assessor’s parcel that, immediately prior to the acquisition by City or other Governmental Entity, was a Taxable Parcel that City or any other Governmental Entity acquires by gift, devise, negotiated transaction, or foreclosure (including by way of credit bidding), or an assessor’s parcel that, immediately prior to the acquisition by City, was a Taxable Parcel that City acquires under any right of reverter.

“Facilities Special Tax” means a special tax levied under the RMA that will be used to finance Qualified Project Costs and, following the CFD Conversion Date, Additional Community Facilities and Ongoing Maintenance Services, or to secure CFD Bonds the proceeds of which are used to finance Qualified Project Costs and Additional Community Facilities, including all delinquent Facilities Special Taxes collected at any time by payment or through foreclosure proceeds.

“Financing Plan” means this Financing Plan.

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

“Fiscal Agent” means the fiscal agent or trustee under an Indenture.

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

“Funding Sources” is defined in Section 2.6(j).

“Future Sea Level Rise Improvements” means future improvements deemed necessary or appropriate by City to ensure that the shoreline, public facilities, and public access improvements will be protected should sea level rise at or near the Project Site.

“Governmental Entity” is defined in the Development Agreement.

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

“Maintenance Budget” is defined in Section 2.7(b).

“Maintenance Commencement Date” means the date that the first vertical development within the Project Site is Completed.

“Maintenance Matrix” means the India Basin Improvement Matrix agreed to the Parties before final formation of the CFD. A preliminary form of the Maintenance Matrix is attached to this Financing Plan as Exhibit A.

“Maintenance Period” means, in each year, the one-year period commencing July 1 and ending on June 30.

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

“Official Records” is defined in the Development Agreement.

“Ongoing Maintenance Account” means a separate account created by City and maintained by City to hold all Services Special Taxes collected from the CFD to be used for financing Ongoing Maintenance Services during the applicable Maintenance Period, or to fund service reserves for future repair and replacement that are part of the normal maintenance operations.

“Ongoing Maintenance Services” means operation and maintenance of the CFD Maintained Facilities.

“Person” is defined in the Development Agreement.

“Principal Payment Date” means, (i) if CFD Bonds have not yet been issued for the CFD, September 1 of each year, and (ii) if CFD Bonds have been issued for the CFD, the calendar date on which principal or sinking fund payments on the CFD Bonds

are, in any year, payable (for example, if the principal amount of CFD Bonds are payable on September 1, the Principal Payment Date shall be September 1, regardless of whether principal payments are actually due in any particular year).

“Project” is defined in the Development Agreement.

“Project Costs” means the hard and soft costs of the following improvements:
[NTD: discuss CFD financing of privately-owned improvements]

- a. Public Streets (Griffith Street, New Hudson Avenue, Arelious Walker Drive, Earl Street, Beach Lane, Fairfax Lane, and Spring Plan)
- b. All public and private utilities on the Project Site (including, but not limited to the stormwater treatment facilities and outfall, decentralized non-potable water reuse system, storm drain, domestic water, non-potable water, and joint trench facilities including sanitary sewer mains).
- c. Public Open Space located within the 700 Innes Property (Big Green) and India Basin Open Space (including, but not limited to wetland enhancement, perched beach, boardwalk, and recreation areas).
- d. Transitional Open Spaces – Privately owned, publicly accessible open spaces (including but not limited to Cove Terrace, Earl Path, Town Triangle, Transit Plaza, and East Shoreline)
- e. Internal privately-owned publicly accessible open spaces (plazas pathways and stairs)
- f. Innes Avenue street and intersection improvement between Griffith and Earl Streets.

“Project Site” is defined in the Development Agreement.

“Project Special Taxes” means, collectively, the Facilities Special Taxes and the Services Special Taxes in the CFD.

“Public Property” is defined in the Development Agreement.

“Qualified” when used in reference to Project Costs means the Project Costs and other authorized capital public facility costs, each to the extent authorized to be financed under the CFD Act, Tax Laws (if applicable), and this Financing Plan.

“Reference Date” is defined in the Development Agreement.

“Remainder Taxes” means, in each year, as of the day following the Principal Payment Date for the CFD, all Facilities Special Taxes collected prior to such date in the CFD in excess of the total of: (a) debt service on the outstanding CFD Bonds for the CFD due in the current calendar year, if any; (b) priority and any other reasonable administrative costs for the CFD payable in that Fiscal Year; (c) amounts levied to

replenish the applicable reserve fund as of the Principal Payment Date, including amounts reserved for reasonable anticipated delinquencies, if any, and (d) amounts needed to pay periodic costs on the Bonds, including but not limited to, credit enhancement, liquidity support and rebate payments on the Bonds.

“Remainder Taxes Project Account” is a separate account created by or on behalf of City for the CFD and maintained by or on behalf of City to hold all Remainder Taxes for the CFD to be used as set forth in this Financing Plan.

“RMA” means the rate and method of apportionment of special taxes for the CFD, adopted in accordance with the CFD Act.

“Second Tranche” means one or more series of CFD Bonds issued after the CFD Conversion Date and secured by the levy of Facilities Special Taxes in the CFD.

“Special Tax Requirement” is defined in Section 2.3(f).

“Services Special Tax” means a special tax levied in perpetuity under the RMA that will be used to finance Ongoing Maintenance Services, including all delinquent Services Special Taxes collected at any time by payment or through foreclosure proceedings. The Services Special Tax may be levied on Developed Property only.

“State” is defined in the Development Agreement.

“Tax Laws” means the Internal Revenue Code of 1986, as amended, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under said Internal Revenue Code.

“Taxable Parcel” means a lot or parcel within the CFD shown on an assessor’s parcel map with an assigned assessor’s parcel number that is not an Exempt Parcel.

“Transitional Open Spaces” has the meaning set forth in the Development Agreement.

“Total Tax Obligation” means, with respect to a Taxable Parcel at the time of calculation, the sum of: (a) the ad valorem taxes actually levied or projected to be levied if the Taxable Parcel were developed at the time of calculation; (b) the Project Special Tax Rates levied or projected to be levied if the Taxable Parcel were developed at the time of calculation; (c) all installments of special assessments if the Taxable Parcel were developed at the time of calculation; and (d) all other special taxes (based on assigned special tax rates) or assessments secured by a lien on the Taxable Parcel levied or projected to be levied if the Taxable Parcel were developed at the time of calculation.

“Undeveloped Property” means, in any Fiscal Year, Taxable Parcels in the CFD that are not Developed Property.

EXHIBIT A
MAINTENANCE MATRIX

EXHIBIT H TO DEVELOPMENT AGREEMENT

HOUSING PLAN

(INDIA BASIN)

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SUMMARY

This Affordable Housing Plan (also referred to as the Housing Plan in the Development Agreement) is to ensure that at least 25% of all Residential Units built for the Project are affordable. Developer shall satisfy this requirement in any combination of the following options: (1) by conveying up to three (3) Development Parcels, at no cost, to an affordable housing developer for the construction of up to one hundred eighty (180) 100% Affordable Units; (2) by constructing on-site Inclusionary Units within Market-Rate Projects; and (3) by paying the India Basin Affordable Housing In-Lieu Fee on up to 300 Market-Rate Residential Units (which will, if paid on 300 Market-Rate Residential Units, be considered the equivalent of 75 Inclusionary Units as described below) . In recognition of the phased development of the Project, this Affordable Housing Plan requires that interim milestones be met before issuance of every 250th Temporary Certificate of Occupancy for a Residential Unit (or Building containing such Residential Unit) within the Project Site.

In addition, this Affordable Housing Plan establishes maximum affordability levels for 100% Affordable Units and Inclusionary Units. At each of the interim milestones and upon full build out of the Project Site, (1) the rental rate for the affordable Rental Units must not exceed, on average, a rate that is affordable to households earning one hundred ten percent (110%) of AMI, and (2) the purchase price for the affordable For Sale Units must not exceed, on average, an amount that is affordable to households earning one hundred twenty percent (120%) of AMI.

All in lieu fees generated by the Project Site will be applied by MOHCD to affordable housing in Supervisorial District 10.

1. DEFINITIONS.

The following terms in this Housing Plan have the meanings given to them below. Initially capitalized and other terms not listed below are defined in the Development Agreement. All references to the Development Agreement include this Affordable Housing Plan.

“100% Affordable Housing Parcel” means a Development Parcel that Developer elects to convey to an Affordable Housing Developer for construction of a 100% Affordable Housing Project.

“100% Affordable Housing Project” means the building that an Affordable Housing Developer builds on a 100% Affordable Housing Parcel in which all of the Residential Units are restricted to an Affordable Housing Cost, with the exception of the manager’s unit. The inclusion of associated and ancillary uses, such as ground floor retail, child care, social services, parking, or other tenant-serving uses will not affect the designation of the building as an Affordable Housing Project.

“100% Affordable Units” means the Residential Units restricted to an Affordable Housing Cost and located within a 100% Affordable Housing Building. All of the requirements in this Affordable Housing Plan that apply to Inclusionary Units shall apply to the 100% Affordable Units, with the exception that they will not be located within a Market-Rate Project.

“4% LIHTC” means tax credits available for affordable housing development under the Tax Code.

“Affordable Housing Conveyance Agreement” is defined in Subsection 3.2 (Affordable Housing Conveyance Agreement).

“Affordable Housing Cost” means (a) with respect to a Rental Unit, a monthly rental charge (including the Utility Allowance applicable to the Household Size of such Rental Unit but excluding Parking Charges) that does not exceed thirty percent (30%) of the maximum Area Median Income percentage permitted for the applicable type of Residential Unit, based upon Household Size; and

(b) with respect to a For-Sale Residential Unit, a purchase price based upon (i) the AMI restriction applicable to such For-Sale Residential Unit, (ii) total payment of no more than thirty-three percent (33%) of gross monthly income, including payments for taxes, insurance, homeowner or association's fees and related costs, (iii) a mortgage interest rate that is the ten (10) year rolling average of 30-year interest rate data provided by Freddie Mac, and (iv) a ten percent (10%) down payment assumption. An Affordable Housing Cost will not exceed an amount that is twenty percent (20%) below the average rental charge or sales price for market-rate units within Supervisorial District 10. The methodology for determining Affordable Housing Cost shall be as set forth in the MOHCD Manual, as updated from time to time, except to the extent it conflicts with the above definition.

"Affordable Housing Developer" means a qualified developer selected by Developer and reasonably approved by MOHCD to develop an 100% Affordable Housing Parcel.

"AMI" or **"Area Median Income"** when used in reference to Inclusionary Units and 100% Affordable Units means the current unadjusted median income for the San Francisco area as published by HUD, adjusted solely for Household Size. If HUD ceases to publish the AMI data for San Francisco for eighteen (18) months or more, MOHCD and Developer will make good faith efforts to agree on other publicly available and credible substitute data for AMI.

"Deferral Surcharge" is defined in Subsection 6.3 (Payment of Fee).

"Development Parcel" means a Market-Rate Parcel or a 100% Affordable Housing Parcel.

"Final Affordable Percentage" is defined in Subsection 2.1(b) (Final Affordable Percentage).

"Final Completion of all Residential Projects" means the date that a Temporary Certificate of Occupancy has been issued for all Residential Units to be developed on the Project Site under the Development Agreement, covering all Development Parcels.

"Final Requirements" means the Final Affordable Percentage is met, at the Maximum Average AMI, at the Completion of the 1,250th all Residential Unit and at all times thereafter.

"First Construction Document" means the first building permit or site permit and addendum for Buildings that authorizes its construction to begin, and expressly excluding any construction permit for site preparation (e.g., demolition or relocation of existing structures, excavation and removal of contaminated soils, fill, grading, soil compaction and stabilization, and construction fencing and other security measures).

"For-Rent" or **"Rental Unit"** means a Residential Unit that is not a For Sale Unit. **"For-Sale"** or **"Sale Unit"** means a Residential Unit that is intended at the time of completion of construction to be offered for sale, e.g., as a condominium, for individual unit ownership, and then is sold to an individual or household.

"household" means one or more related or unrelated individuals who live together in a Residential Unit as their primary dwelling.

"Household Size" means the number of persons in a household occupying a Residential Unit as calculated under the MOHCD Manual.

"HUD" means the United States Department of Housing and Urban Development, or any successor agency.

"In Lieu Fee Credit" is defined in Section 5.2(a) (Calculation and Timing of Fee).

"Inclusionary Unit" means a Residential Unit constructed in a Market-Rate Project with a Restrictive Covenant that (i) for a Rental Unit, is restricted to an Affordable Housing Cost not exceeding an AMI that, when averaged with the For-Rent 100% Affordable Units and other For-Rent

Inclusionary Units does not exceed the Maximum Average AMI for Rental Units, and (ii) for a For Sale Unit, is restricted to an Affordable Housing Cost not exceeding an AMI that, when averaged with For-Sale 100% Affordable Units and other For-Sale Inclusionary Units, does not exceed the Maximum Average AMI for For-Sale Units.

"India Basin Affordable Housing In-Lieu Fee" is defined in Subsection 5.1 (Payment of India Basin Affordable Housing In-Lieu Fee).

"Interim Affordable Housing Construction Deadline" is defined in Subsection 3.2(c) (Affordable Housing Conveyance Agreement).

"Interim Affordable Percentage" is defined in Subsection 2.2(b)(i) (Required Interim Threshold).

"Interim Measurement Date" is defined in Subsection 2.2(b) (Required Interim Threshold).

"Interim Requirements" means that the Interim Affordable Percentage and the applicable Maximum Average AMI requirements of Section 2.2 are satisfied on each Interim Measurement Date.

"Market-Rate For Sale Project" means a Market-Rate Project containing For Sale Units.

"Market-Rate Parcel" means a Development Parcel other than a 100% Affordable Housing Parcel on which development of residential use is permitted.

"Market-Rate Project" means a Residential Project constructed by Developer that contains Market-Rate Units, and potentially Inclusionary Units, and may include other uses permitted under the SUD.

"Market-Rate Rental Project" means a Market-Rate Project containing Rental Units.

"Market-Rate Unit" means any Residential Unit constructed within the Project Site that is not subject to affordability restrictions under this Affordable Housing Plan.

"Marketing and Operations Guidelines" is defined in Subsection 5.5(a) (Generally).

"Maximum Affordable Housing AMI" is defined in Subsection 3.2(d) (Affordable Housing Conveyance Agreement).

"Maximum Average AMI" is defined in Subsection 2.1(b) (Final Affordable Percentage and Affordability Levels).

"Minimum 100% Affordable Units" is defined in Subsection 3.2(c) (Affordable Housing Conveyance Agreement).

"MOHCD Manual" is defined in Subsection 5.4(a) (Procedures for Monitoring and Enforcement).

"Parking Space" means a parking space constructed by or on behalf of Developer or an Affordable Housing Developer.

"Residential Project" means any Building that includes Residential Units.

"Residential Unit" means a room or suite of two or more rooms that is designed for residential occupancy for 32 consecutive days or more, including provisions for sleeping, eating and sanitation, for not more than one family.

"Restrictive Covenant" means a recorded document permanently encumbering a Market-Rate Project or a 100% Affordable Housing Project that (i) for Market-Rate Project, specifies the number and location of Inclusionary Units and required affordability levels in accordance with this Affordable Housing Plan, and (ii) for a 100% Affordable Housing Project, specifies that all of the Residential Units (other than the manager's unit) are restricted to an Affordable Housing Cost. The form of the Restrictive Covenants shall generally be consistent with the forms used by MOHCD under Section 415, with such modifications (i) as needed to conform to this Affordable Housing Plan,

and (ii) to limit the term and to make other adjustments as needed for any Inclusionary Units or 100% Affordable Units that are financed with 4% LIHTC. Any other material deviations from MOHCD's forms will be subject to MOHCD's review and approval.

“**Section 415**” means the City's Inclusionary Affordable Housing Program (Planning Code sections 415 and 415.1 through 415.11), as amended from time to time.

“**Substantially Completed**” means, with respect to any Residential Unit a Temporary Certificate of Occupancy has been issued for such Residential Unit.

“**Utility Allowance**” means a dollar amount determined in a manner acceptable to the California Tax Credit Allocation Committee, which may include an amount published periodically by the San Francisco Housing Authority or successor based on standards established by HUD, for the cost of basic utilities for households, adjusted for Household Size. If both the San Francisco Housing Authority and HUD cease publishing a Utility Allowance, then Developer may use another publicly available and credible dollar amount approved by MOHCD.

2. HOUSING DEVELOPMENT

2.1. Residential Development at Full Build-Out.

(a) Total Residential Units. The maximum number of Residential Units permitted on the Project Site is one thousand five hundred seventy-five (1,575) Residential Units.

(b) Final Affordable Percentage and Affordability Levels. Upon Final Completion of all Residential Projects, (i) the sum of the Inclusionary Units, the 100% Affordable Units and the In Lieu Fee Credits equals or exceeds twenty-five percent (25%) of the total number of Residential Units constructed on the Project Site (the “**Final Affordable Percentage**”), (ii) for Rental Units, the 100% Affordable Units and Inclusionary Units, taken together, are restricted, on average, at an Affordable Housing Cost that does not exceed one hundred ten percent (110%) of AMI, and (iii) for For-Sale Units, the 100% Affordable Units and Inclusionary Units, taken together, are restricted, on average, at an Affordable Housing Cost that does not exceed one hundred twenty (120%) of AMI (clauses (ii) and (iii)), in either case, the “**Maximum Average AMI**”).

(c) All Residential Units with a Temporary Certificate of Occupancy shall be counted toward the “total number of Residential Units constructed on the Project Site” for purposes of calculating the Interim Affordable Percentage and the Final Affordable Percentage, as applicable. All Inclusionary Units and 100% Affordable Units will be counted for purposes of calculating the Maximum Average AMI at each Interim Measurement Date and at Final Completion of all Residential Projects.

2.2. Interim Residential Development.

(a) Phasing Effect. The Parties understand that, in connection with the Project phasing, Developer will have flexibility in assigning affordability restrictions and permitting payment of the India Basin Affordable Housing In Lieu Fee on Development Parcels, so long as the Interim Requirements and the Final Requirements are satisfied.

(b) Interim Requirements. Upon the issuance of a Temporary Certificate of Occupancy for the Residential Units described in Table 2.2(b) below (each, an “**Interim Measurement Date**”):

(i) The sum of the Inclusionary Units, 100% Affordable Units (including, without limitation, the Upfront Credits) and In Lieu Fee Credits, as a percentage of the total Residential Units within the Project Site that are Substantially Completed (or, in the case of the In Lieu Fee Credits, for which the India Basin Affordable Housing In-Lieu Fee

has been paid), must equal or exceed the interim affordable percentage described in Table 2.2(b) below (each, an “**Interim Affordable Percentage**”); and

(ii) The Maximum Average AMI of the Inclusionary and the 100% Affordable Rental Units that are Substantially Completed, and the Maximum Average AMI as applied to For-Sale Units that are Substantially Completed, must be satisfied.

(iii) Notwithstanding the language in subsection (i) above regarding Substantial Completion, for purposes of determining whether the Interim Requirements have been satisfied, Developer shall be given credit for 100% Affordable Units in accordance with Section 3.3.

Table 2.2(b): Interim Affordable Percentage

Upon issuance of a Temporary Certificate of Occupancy for:	Interim Affordable Percentage must equal or exceed:
250th Residential Unit	20.0%
500th Residential Unit	20.0%
750th Residential Unit	22.5%
1,000th Residential Unit	22.5%
1,250th Residential Unit, and at all times thereafter	25.0%
1,500th Residential Unit	25.0%

2.3. Failure to Achieve Interim Requirements. If the Interim Requirements are not satisfied on an Interim Measurement Date, then the City will have no obligation to issue Temporary Certificates of Occupancy or Later Approvals unless and until (i) the issuance of a Temporary Certificate of Occupancy would cause the Interim Requirements to be met (*e.g.*, issuance to a Market-Rate Project containing the requisite Inclusionary Units), (ii) MOHCD has approved, in its sole discretion, a development plan designed to achieve the applicable Interim Requirements within the next Development Parcels, or (iii) in the case of a failure to achieve an Interim Affordable Percentage, Developer has paid the India Basin Affordable Housing In-Lieu Fee on a sufficient number of Residential Units to cause the Interim Affordable Percentage to be satisfied. Notwithstanding the foregoing to the contrary, in no event shall a Temporary Certificate of Occupancy or Later Approval be withheld for any 100% Affordable Housing Project. For the avoidance of doubt, if Developer elects to pay the India Basin Affordable Housing In-Lieu Fee pursuant to clause (iii) above with respect to a Market-Rate Project containing Inclusionary Units, and thereafter obtains a Temporary Certificate of Occupancy for such Inclusionary Units, then for purposes of calculating the Interim Affordable Percentage and the Final Affordable Percentage, Developer shall receive credit for both the India Basin Affordable Housing In-Lieu Fee and the Inclusionary Units.

2.4. Development Process.

(a) Phases of Development. Developer proposes to construct the Project in discrete Development Phases, as more particularly described in the Development Agreement, subject to revision in accordance with the Development Agreement. Because of the flexibility provided to

Developer under this Affordable Housing Plan, Developer shall not transfer any real property within the Project Site without identifying, with specificity, (i) the minimum and maximum number of Residential Units that will be developed on the real property transferred, (ii) the required number or percentage of Inclusionary Units and 100% Affordable Units, and the maximum AMI levels for the Inclusionary Units and 100% Affordable Units (iii) the number of In-Lieu Fee Credits available to the transferee, and (iv) otherwise comply with all applicable provisions of the Development Agreement, including Article 12. For each approved Development Phase, there shall be no more than one (1) Developer responsible for Completion of the Infrastructure (other than the Transferable Infrastructure), and that Developer will also be responsible for gathering and providing to City the information required to complete the housing data table and map in subparagraph (b) below. Upon any transfer of the entirety of a Development Phase, the Developer responsible for Completion of the Infrastructure (other than the Transferable Infrastructure) in such Development Phase will reasonably cooperate and provide information as required to all other Developers, as needed, to complete their respective housing data tables. Finally, if there is more than one (1) Developer within a Development Phase (or the Project), each such Developer acknowledges and understands the City's rights and remedies for failure to meet the Interim Requirements as set forth in Section 2.3 hereof and Sections 9.4.2 and 9.4.4 of the Development Agreement, and therefore that it may be impacted by the City's right to withhold Temporary Certificates of Occupancy and Later Approvals in accordance with Section 2.3 hereof and Sections 9.4.2 and 9.4.4 of the Development Agreement based upon the failure of another Developer within the Project to satisfy the Interim Requirements.

(b) Housing Data Table. To track Developer's obligations under this Affordable Housing Plan, at the time Developer submits a Development Phase application to the City, it will provide the Planning Director with a housing data table and map that tracks Developer's obligations hereunder. The housing data table will be subject to the MOHCD Director's approval, not to be unreasonably withheld. In addition, the MOHCD Director may review and provide comments on the map. Whenever Developer changes the development program in a manner that changes the information in a previously approved housing data table or map, it will update the housing data table or map and provide a copy to MOHCD with an explanation of the changes. Each map will show the proposed location of the Residential Units in the Development Phase by type (i.e., Market-Rate Unit, Inclusionary Unit, 100% Affordable Unit), and any proposed application of In-Lieu Fee Credits. Each housing data table must include the following information:

(i) An estimate, based on then-current market conditions, of the number of Residential Units to be constructed in the current Development Phase (including the number of Inclusionary and 100% Affordable Units and In-Lieu Fee Credits) and, to the extent known, the anticipated housing tenure (rental vs. ownership);

(ii) The number of Residential Units anticipated to be constructed in all prior Development Phases for which Developer has obtained a Tentative Subdivision Map approval but for which the City has not issued a Temporary Certificate of Occupancy;

(iii) The number of Residential Units in all prior Development Phases for which the City has issued a Temporary Certificate of Occupancy and the proposed housing tenure (rental vs. ownership) of those Residential Units;

(iv) The sum of the following taken as a percentage of the total Residential Units within the Project Site as of the date of the applicable Housing Data Table submittal: (a) the Inclusionary Units for which a Temporary Certificate of Occupancy has been issued, (b) 100% Affordable Units for which a Temporary Certificate of Occupancy has been issued; (c) Upfront Credits taken in accordance with Section 3.3; (d) the number of Residential Units for which the India Basin Affordable Housing In-Lieu Fee has

been paid; and (e) the Inclusionary Units and 100% Affordable Units that do not have a temporary certificate of occupancy but for which a Restrictive Covenant has been recorded.

(v) The average AMI calculated separately for Rental Projects and For Sale Projects for (i) all 100% Affordable Units that have obtained a Temporary Certificate of Occupancy as of the date of the applicable Housing Data Table, (ii) all Inclusionary Units that have obtained a Temporary Certificate of Occupancy as of the date of the applicable Housing Data Table, (iii) the number of Residential Units for which the India Basin Affordable Housing In-Lieu Fee has been paid as of the date of the applicable Housing Data Table; and (iv) the AMI levels for 100% Affordable Units and Inclusionary Units that do not have a Temporary Certificate of Occupancy but for which a Restrictive Covenant has been recorded.

To the extent any of the above information is estimated at the time of the Development Phase Application, Developer will not transfer a parcel that will include Residential Units to another Developer without providing to MOHCD an update to the housing data table and map that describes the affordable housing obligations relating to the transferred property, together with the most current information regarding Developer's plan to satisfy the applicable Interim Requirements by the next Interim Measurement Date.

3. 100% AFFORDABLE HOUSING PARCELS

3.1. Conveyance to Affordable Housing Developer. Developer may elect to convey up to three (3) Development Parcels to an Affordable Housing Developer for the development of a 100% Affordable Housing Project containing up to one hundred eighty (180) 100% Affordable Units in the aggregate. Developer shall receive credit in accordance with this Article 3 towards the Final Affordable Percentage, the Interim Affordable Percentage, and the Maximum Average AMI for the 100% Affordable Units constructed or to be constructed on such Affordable Housing Parcel.

3.2. Affordable Housing Conveyance Agreement. The conveyance of an 100% Affordable Housing Parcel (either in fee or ground lease) will be pursuant to a written conveyance or option agreement (an "**Affordable Housing Conveyance Agreement**"), pursuant to which, among other things, Developer and the Affordable Housing Developer covenant and agree that:

(a) Developer shall convey the 100% Affordable Housing Parcel (or other right of control) to the Affordable Housing Developer at no cost, excluding payment of customary transaction costs;

(b) the Affordable Housing Developer shall construct and obtain a Temporary Certificate of Occupancy for a minimum number of 100% Affordable Units to be set forth in such Affordable Housing Conveyance Agreement (the "**Minimum 100% Affordable Units**"); and

(c) the Affordable Housing Developer shall rent or sell, as applicable, the 100% Affordable Units at levels affordable to households with incomes not exceeding a maximum AMI to be set forth in such Affordable Housing Conveyance Agreement (the "**Maximum Affordable Housing AMI**") for the life of the Affordable Housing Project.

3.3. Credit for 100% Affordable Units. For purposes of calculating whether the Interim Affordable Percentage and the Maximum Average AMI have been satisfied as of any Interim Measurement Date, Developer shall receive credit for the 100% Affordable Units in either of the following manners, at Developer's election:

(a) Upon Conveyance. (i) One-third (1/3) of the Minimum 100% Affordable Units (the "**Upfront Credits**"), at the Maximum Affordable Housing AMI, upon conveyance of the 100% Affordable Housing Parcel to an Affordable Housing Developer and recordation of a Restrictive

Covenant memorializing the requirements as set forth in the Affordable Housing Conveyance Agreement; and (ii) the remainder of the 100% Affordable Units actually constructed, at the affordability levels at which the 100% Affordable Units are actually offered to the public, upon issuance of a Temporary Certificate of Occupancy for the applicable 100% Affordable Housing Project; or

(b) Upon Commencement. All of the 100% Affordable Units to be constructed within the 100% Affordable Housing Project upon (i) commencement of vertical construction (following conveyance and the recordation of a Restrictive Covenant), and (ii) delivery to MOHCD of security in form and substance acceptable to MOHCD.

3.4. No Other Developer Obligations. Developer's sole obligations with respect to development of 100% Affordable Housing Projects on the 100% Affordable Housing Parcels are those set forth in this Article and any Affordable Housing Conveyance Agreement. Nothing in this Affordable Housing Plan requires Developer to contribute funds to MOHCD or any other person to complete the 100% Affordable Housing Projects. But failure to commence or complete a 100% Affordable Housing Project may impact Developers within the Project Site if, as a result, the Interim Requirements are not satisfied by an Interim Measurement Date.

4. INCLUSIONARY HOUSING REQUIREMENTS

4.1. Market-Rate Projects. Developer may elect, but shall not be obligated to, provide Inclusionary Units within one or more Market-Rate Projects, so long as the Interim Requirements and the Final Requirements of this Affordable Housing Plan are otherwise satisfied as and when required hereunder. Within any such Market-Rate Project, there will be no minimum number of Inclusionary Units nor any maximum affordability level so long as the Interim Requirements are met by each Interim Measurement Date, and the Final Requirements are met on a Project Site-wide basis. Any such election shall be memorialized in a recorded Restrictive Covenant prior to commencement of construction.

4.2. Financing. Developer is responsible for financing the development of the Inclusionary Units included within the Market-Rate Projects and may access financing sources, including sources of below market rate housing financing, to the extent the Market-Rate Project qualifies for any such available financing. The City has no obligation to provide any funding to any Market-Rate Project or Affordable Housing Project under this Affordable Housing Plan.

4.3. Credit for Inclusionary Units. Upon issuance of a Temporary Certificate of Occupancy for any Inclusionary Unit, Developer shall receive credit under this Affordable Housing Plan for such Inclusionary Unit, at the affordability level set forth in the applicable Restrictive Covenant.

4.4. Procedures for Monitoring and Enforcement.

(a) Subject to clause (b) of this Subsection, procedures for renting or selling an Inclusionary Unit must conform to the *City and County of San Francisco Inclusionary Affordable Housing Program Monitoring and Procedures Manual*, as amended from time to time (the "**MOHCD Manual**").

(b) To the extent that the MOHCD Manual (as it may be amended from time to time) is inconsistent with or conflicts with the specific requirements of this Affordable Housing Plan, this Affordable Housing Plan will prevail. Accordingly, MOHCD agrees that a Developer of a Market-Rate Project may proceed under the following provisions.

(i) All Inclusionary Units must be on the Project Site. Developer will have no off-site option.

(ii) Units shall be designated in accordance with Zoning Administrator Bulletin 10 (Designation Priorities for the Inclusionary Affordable Housing Program).

(iii) Parking spaces shall be made available to households renting Inclusionary Units at the same ratio of Parking Spaces to Market-Rate Units in the applicable Market-Rate Project. All parking spaces made available to households renting Inclusionary Units will be offered and priced in accordance with the MOHCD Manual.

(c) The maximum monthly parking rate for an Inclusionary Unit will be equal to the ratio of the Inclusionary Unit's rent as compared to rent for an equivalent (determined by factors including square footage, number of bedrooms, and location within the Market-Rate Project) Market-Rate Unit. For example, if the equivalent Market-Rate Unit's monthly rent is \$3,000 and the Inclusionary Unit's monthly rent is \$1,500, the permitted parking rate for a tenant in the Inclusionary Unit would be fifty percent (50%) of market-rate Parking Charge. Parking Charges may be adjusted in concert with market rate adjustments, but no more than annually.

4.5. Marketing.

(a) Generally. Developer may not market or rent Market-Rate Units (excluding those within a Market-Rate Project containing no Inclusionary Units), Inclusionary Units or 100% Affordable Units until MOHCD has approved, in its reasonable discretion, the following: (i) Marketing and Operations Guidelines, which must include any preferences required by the MOHCD Manual or this Affordable Housing Plan; (ii) conformity of the proposed Affordable Housing Cost for Inclusionary Units with this Affordable Housing Plan; and (iii) project-specific eligibility and income qualifications for tenant households (collectively, "**Marketing and Operations Guidelines**").

(b) Marketing and Operations Guidelines.

(i) After the City notifies MOHCD of the recordation of a Final Subdivision Map that will allow development within the first Development Phase, Developer shall commence to develop and diligently pursue completion of area- or project-wide Marketing and Operations Guidelines for each Market-Rate Project within the Project Site.

(ii) MOHCD will review and grant or withhold its approval of each set of Marketing and Operations Guidelines in its reasonable judgment within thirty (30) days after it is delivered. All marketing, outreach and sales or lease procedures shall be in compliance with the MOHCD Manual, except to the extent a deviance is approved by MOHCD as part of the Marketing and Operations Guidelines.

(c) Restrictive Covenant. Each Restrictive Covenant for a Market-Rate Parcel to be developed as a Market-Rate Rental Project must include the following.

(i) the total number of Residential Units and the number and location of the Inclusionary Units, with the maximum AMI level for each Inclusionary Unit, that the Vertical Developer intends to build on the Market-Rate Parcel;

(ii) a requirement to provide and maintain the Inclusionary Units at the specified AMI levels for the life of the Market-Rate Rental Project;

(iii) for Rental Units, a covenant to keep the Inclusionary Units as Rental Units for a period that is the greater of (A) the life of the Market-Rate Rental Project and (B) fifty-five (55) years from issuance of a Temporary Certificate of Occupancy for such Inclusionary Units; and

(iv) the City as a third party beneficiary, with the right to enforce the restrictions and receive attorneys' fees and costs in any enforcement action.

4.6. Planning Code Section 415. Due to the detail set forth in this Affordable Housing Plan, and the differences between the City's inclusionary program under Section 415 and this Affordable Housing Plan, the Parties have not imposed all of the requirements of Section 415 into this Agreement.

However, the Parties acknowledge and agree that (i) the location of the Inclusionary Units within a Market-Rate Project shall be approved by the City in accordance with the standards and practices established for Section 415, (ii) all Inclusionary Units and 100% Affordable Units will be subject to the lottery system established by MOHCD under Section 415, (iii) MOHCD will monitor and enforce the requirements applicable to Inclusionary Units under this Article 4 in accordance with Planning Code Section 415.9, except that all references to Section 415 will be deemed to refer to the requirements under this Affordable Housing Plan, and (iv) to the extent there are implementation issues that have not been addressed in this Housing Plan, then the provisions of Section 415 and the MOHCD Manual shall govern and control such issues. To the extent Section 415 is incorporated into and applies to actions under this Affordable Housing Plan, it will mean Section 415 as it is amended from time to time, except to the extent any amendment conflicts with the express provisions of this Affordable Housing Plan.

4.7. Outreach. Given the Project's Site's location, the Parties desire that, to the greatest extent permitted by MOHCD's then-applicable policies and procedures, pre-marketing and marketing programs for Inclusionary Units constructed on the Market-Rate Parcels target residents of Supervisorial District 10 and/or residents residing within one-half (0.5) miles of the Project Site. In addition, the Parties desire that residents of District 10 and residents residing within one-half (0.5) miles of the Project Site be given the maximum neighborhood preference for leasing or acquisition, as applicable, of Inclusionary Units permitted under MOHCD's then-applicable policies and procedures.

5. INDIA BASIN AFFORDABLE HOUSING FEE.

5.1. Payment of India Basin Affordable Housing In-Lieu Fee. Developer may elect to pay an affordable housing fee (the "**India Basin Affordable Housing In-Lieu Fee**") on not more than 300 Residential Units in the aggregate. In consideration of these requirements, in the event of any inconsistencies regarding the collection of fees under Section 415 from the Project Site and this Agreement, then this Agreement will prevail.

5.2. Calculation and Timing of Fee.

(a) The initial India Basin Affordable Housing In-Lieu Fee rate will be \$61 per gross square foot, payable on those Residential Units for which Developer elects to pay the India Basin Affordable Housing In-Lieu Fee. Upon payment of the India Basin Affordable Housing In-Lieu Fee, Developer will receive credit (an "**In Lieu Fee Credit**") equal to one quarter, or twenty-five percent (25%), of an Inclusionary Unit. In other words, In Lieu Fee Credits paid for every four (4) Residential Units will equal one Inclusionary Unit for purposes of the Interim Requirements and the Final Requirements. There will be no AMI calculation as it relates to the In Lieu Fee Credits and, for purposes of calculating the Maximum Average AMI at any time, only the AMI levels on the Inclusionary and 100% Affordable Units will be considered.

(b) During the Initial Term (as extended by Litigation Extension, if any), the India Basin Affordable Housing In-Lieu Fee rate will be adjusted annually in accordance with Planning Code section 409(b) (as section 409(b) is in effect as of the Effective Date), based on the Annual Infrastructure Construction Cost Inflation Estimate (AICCIE) published by Office of the City Administrator's Capital Planning Group and approved by the Capital Planning Committee. Adjustments after the Initial Term (as extended by Litigation Extension, if any) will be made as set forth in Section 5.7 of the Development Agreement.

5.3. Payment of Fee. The City will collect the India Basin Affordable Housing In-Lieu Fee from Developer as a condition to issuance of the First Construction Document for each Market-Rate Project for which Developer has elected to pay the India Basin Affordable Housing In-Lieu Fee; provided, however, if then permitted under Section 415, Developer may elect to defer payment of the India Basin Affordable Housing In-Lieu Fee to a due date prior to the issuance of the first certificate of occupancy subject to payment of any deferral surcharge then required by Section 415 (the "**Deferral Surcharge**"). The India Basin Affordable Housing In-Lieu Fee and the Deferral Surcharge, if applicable, shall be

payable to DBI's Development Fee Collection Unit for application as set forth in Section 5.4 of this Affordable Housing Plan.

5.4. Use of Fees. MOHCD will use all India Basin Affordable Housing In-Lieu Fees collected by the City for affordable housing within Supervisorial District 10, including rehabilitation, stabilization, and new construction, as determined by MOHCD. Any Deferral Surcharge shall be deposited into the Citywide Affordable Housing Fund.

6. PARKING REQUIREMENTS

6.1. Parking Charge.

(a) Discretion to Set Rates. Developer (for Market-Rate Parcels) will determine, in its sole discretion, the parking charge for Parking Spaces within the applicable Market-Rate Parcel, subject to Subsection 6.1(b) (Limitations on Rates).

(b) Limitations on Rates. Developer must not charge renters or owners of Inclusionary Units any fees, charges, or costs, or impose rules, conditions, or procedures on such renters or owners that do not equally apply to all market-rate renters or owners. In addition, the parking charge for all Inclusionary Units and for 100% Affordable Units will be determined in accordance with the MOHCD Manual.

7. MISCELLANEOUS

The following provisions apply to this Agreement in addition to those in Article 14 of the Development Agreement (Miscellaneous Provisions).

7.1. Third-Party Beneficiaries. The Parties agree that the City, acting through MOHCD, is a third-party beneficiary of this Affordable Housing Plan, with the same rights and obligations as if it were a party. Except to the extent set forth in the immediately preceding sentence, there are no express or implied third-party beneficiaries of this Affordable Housing Plan.

7.2. Notices to MOHCD. Notices given under this Affordable Housing Plan are governed by [Section 14.11 (Notice) of the Development Agreement]. Notices to MOHCD must be addressed as specified below.

To MOHCD:

Mayor's Office of Housing and Community
Development
1 South Van Ness Avenue, Floor 5
San Francisco, CA 94102
Attn: Director

With a copy to:

Dennis J. Herrera, Esq.
City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: RE/Finance

7.3. Severability. If any provision of this Affordable Housing Plan, or its application to any Person or circumstance, is held invalid by any court, the invalidity or inapplicability of such provision shall not affect any other provision of this Affordable Housing Plan or the application of such provision to any other Person or circumstance, and the remaining portions of this Affordable Housing Plan shall continue in full force and effect. Without limiting the foregoing, in the event that any applicable law prevents or precludes compliance with any term of this Affordable Housing Plan, the Parties shall promptly modify this

Affordable Housing Plan to the extent necessary to comply with such law in a manner that preserves, to the greatest extent possible, the benefit to each of the Parties. In connection with the foregoing, the Parties shall develop an alternative of substantially equal, but not greater, cost to Developer or material increase in Developer's obligations, and substantially equal, but not less, benefit to City.

EXHIBIT I

Infrastructure Plan

INDIA BASIN

INFRASTRUCTURE PLAN

August 10, 2018

Compiled By:

BKF Engineers



Authors:

Atelier Ten

Bionic

BKF Engineers

Langan Treadwell & Rollo

Moffatt & Nichol

Power Systems Design

Sherwood Design Engineers

Skidmore, Owings & Merrill

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1. INTRODUCTION / PROJECT DESCRIPTION

1.1 Purpose

This Infrastructure Plan is an exhibit to the Development Agreement (DA) between co-project sponsors BUILD and the City of San Francisco or its Assignees (Developer). The Infrastructure Plan defines the infrastructure improvements required to construct the India Basin Development Project (Project), and identifies the responsibilities of the City and the Developer for design, construction and operation of the Infrastructure, including elements of sustainability, environmental remediation, demolition, grading, street and transportation systems, open space and parks, low pressure potable water system, Non-Potable water system, auxiliary water supply system, separated sewer system, stormwater system, stormwater management, and dry utility systems. The area encompassing these infrastructure improvements consists of approximately 29.26 acres owned by the Developer and the City, which is being redeveloped pursuant to the DA.

1.2 Project Description

The project as described in the project Environmental Impact Report prepared for the City of San Francisco Planning Department is co-sponsored by the Developer and the RPD and includes four distinct areas.

Table 1.0: Development Areas

Development Areas	Responsibility	Area (acres)*
India Basin Shoreline Park	RPD	5.60
900 Innes	RPD	3.98
India Basin Open Space	Developer	6.20
700 Innes	Developer	22.42
Total		38.20

*Acreage include current ROWs, most of which will be vacated and incorporated into the Project.

This Infrastructure Plan addresses the Developer's infrastructure obligation associated with 700 Innes and India Basin Open Space development areas only. References within this

document to Project refer to 700 Innes and India Basin Open Space Development areas, and Project Site refers to 700 Innes and India Basin Open Space land.

The 700 Innes site is approximately 22.42 acres that includes 17.12 acres of property controlled by the Developer and 5.30 acres of developed and undeveloped public rights of way. The site is generally bounded by Innes Avenue to the south, the eastern extent of Earl Street to the east, the western extent of Griffith Street to the West and the India Basin Open Space parcel to the north.

The India Basin Open Space includes approximately 6.2 acres owned by RPD that will be improved by the Developer as part of the redevelopment of the 700 Innes site. The India Basin Open Space site is an "L" shaped parcel that is bounded by the 700 Innes site and the Bay.

1.3 Land Use

Development of Project is envisioned to include a significant quantity of new multi-family residential units in a mixed-use setting. Land Use Designations and Permitted and Conditional Uses within each category are detailed in Chapter 4 of the India Basin Design Standards and Guidelines. The total development program appropriate for the site is being studied through the Environmental Impact Report (EIR). Development program limits and other requirements will be confirmed through the DA.

For the purposes of this Infrastructure Plan, the land use program at the Project is anticipated to include residential, commercial, retail, and institutional/educational uses. The Project has been planned with two options; a residential project and a commercial variant. The table below describes the program breakdown for these two options, plus the associated development being planned for the India Basin Open Space Area.

PROPOSED RESIDENTIAL PROJECT

Program	Development
Residential	1575 units
Commercial/Retail	209,106 sf

MAXIMUM COMMERCIAL VARIANT

Program	Development
Residential	500 units
Commercial/Retail	1,000,000 sf
Institutional/Education	50,000 sf

1.4 Infrastructure Plan Overview

This Infrastructure Plan describes and governs the construction and development of Infrastructure to be provided by the Developer for the Project, including associated off-site improvements needed to support the project. The Project will use the San Francisco Subdivision Regulations (Subdivision Regulations) as the basis for design standards, criteria, specifications, and acceptance procedures for Project Infrastructure. Developer acknowledges that the Infrastructure Plan proposes various novel concepts and non-standard features, designs, and public improvements that do not comply with City standards. The City retains its authority and discretion to grant exceptions to established standards, the Subdivision Regulations, and Municipal Code requirements, and to approve, approve subject to conditions, or reject these concepts and non-standard elements based on Developer's submission of additional analysis and detailed design. The India Basin Public Infrastructure Design Exceptions and Modifications Memorandum, attached hereto as Attachment A represents the Project Sponsor's initial request for design exceptions and modifications to various City regulations, standards, and specifications. City agencies will consider this request and other subsequent requests on a case-by-case basis at the time when Developer submits the level of detailed design and analysis that will enable City agencies to comprehensively evaluate whether to approve, approve with conditions, or reject such requests. Notwithstanding any design described or shown in this Infrastructure Plan or in the Design Standards and Guidelines that may be associated with exceptions or modifications sought in the abovementioned Memorandum, the Memorandum is not binding on the Developer or the City, but is attached for illustrative purposes only.

This Infrastructure Plan also describes the Project Infrastructure obligations of the City. As a condition of the Developer's performance under this Infrastructure Plan, the Developer shall obtain requisite approvals in accordance with the DA.

This Infrastructure Plan focuses on the Infrastructure required to build the Project as described in the Project EIR. The EIR also includes a Project variant, which may or may not be implemented; this variant is also described, but is not a required component of the Infrastructure.

1.5 Property Acquisition, Dedication, and Easements

The mapping, street vacations, property acquisition, dedication and acceptance of streets and other Infrastructure improvements will occur through the Subdivision Map process in accordance with the San Francisco Subdivision Code (Subdivision Code) and Subdivision Regulations. Except as otherwise noted, Infrastructure described in this Infrastructure Plan shall be constructed within the public right-of-way. The City, on a case-by-case basis and in its discretion, may allow dedicated permanent easements or Memorandum of Understanding (MOU) between City Departments within public open space areas to provide for access to and maintenance of Infrastructure facilities. Infrastructure improvements proposed in the public right of way or in an easement/MOU within public open space will be documented through Improvement Plans which will be submitted to the City for approval.

Developer shall install public utilities within easements, if the City allows such easements, in accordance with applicable City regulations. City policies for public acquisition and acceptance within any such dedicated public service easement areas, including provisions for maintenance access, shall apply.

A tentative map will be prepared for the Developer obligation area (700 Innes and India Basin Open Space). Following tentative map approval for each phase of street improvements Developer shall submit final maps with Improvement Plans for the public right of way and other required public improvements prior to permits for each phase of Infrastructure.

Developer also may elect to apply for a permit to construct required public improvements independent of a subdivision map or prior to Final Map approval, and City, in its discretion, may approve, approve with conditions, or reject such a permit. Final maps for each parcel (or groups of parcels) will be submitted for each development project.

1.6 Project Datum

All elevations referred to herein are based on CCSF 2013 NAVD88 Vertical Datum (SFVD13).

1.7 Master Plans

Each Infrastructure system described herein has been more fully described and evaluated in Draft Master Utility Plans (MUPs), which the Developer has simultaneously submitted to the City as reference information for the Infrastructure Plan. These MUPs identify the key design criteria and provide more detailed layouts of each Infrastructure system. The Infrastructure Plan will be approved by the City as part of the DA approval process. Approval of this Infrastructure Plan does not imply approval of the MUPs, which the City shall approve after DA execution and prior to submittal of Improvement Plans for the first phase of development. Developer acknowledges that City review and approval of the MUPs may result in amendments to this Infrastructure Plan or conditions associated with the design of any Improvements identified in the MUPs.

1.8 Conformance with EIR and Entitlements

This Infrastructure Plan has been developed to be consistent with the Project description as well as mitigation measures contained in the EIR and other entitlement documents. Regardless of the status of their inclusion in this Infrastructure Plan, the mitigation measures of the EIR shall apply to the Project.

1.9 Applicability of Codes and Standards

This Infrastructure Plan incorporates by reference the India Basin DSG and other approved Project documents. This Infrastructure Plan as stated in section 1.1 includes the infrastructure necessary to support the site plan presented in the DSG and intends to concisely provide the

infrastructure that will be needed to support the development. This Infrastructure Plan may be materially modified to the extent such modifications are in conformance with the Subdivision Regulations and applicable City standards and are mutually agreed to by the City and the Developer consistent with the terms of the DA.

1.10 Project Phasing

It is anticipated that the Developer will develop the Project in several phases as outlined in India Basin Proposed Phasing Memorandum submitted concurrently with this IP and subject to the approval process outlined in the DA. Each Phase will include Development Parcel(s) and associated Infrastructure to serve the incremental build-out of the Project. Phase Infrastructure defined as infrastructure necessary to support each phase of improvement throughout the Project will be presented in Improvement Plans and associated Public Improvement Agreement for each Phase to be approved by the City prior to filing a final map for the associated Development Parcel(s). Interim infrastructure will either be constructed to City standards for acceptance or owned and operated by developer, and will be determined prior to permit approval. The parties acknowledge that certain improvements, as described in this Infrastructure Plan, such as abatement, demolition, environmental management, grading, and geotechnical improvements, may be required or desired at an earlier stage of development and in advance of specific Phase Infrastructure. The Project will coordinate on interim improvements necessary to support Project phasing prior to submittal of construction documents for that phase. The parties will cooperate in good faith in determining the scope and timing of such advance Infrastructure, so as not to delay the construction of Development Parcels and associated Phase Infrastructure.

Demolition or abandonment of existing Infrastructure and construction of each proposed Development Parcel and associated Phase Infrastructure will impact site accessibility. During construction of each Development Parcel and associated phase Infrastructure, Developer, at its own cost, shall provide and maintain interim access for emergency vehicles, subject to San Francisco Fire Department (SFFD) requirements, and for utility maintenance equipment, subject to San Francisco Public Utilities Commission (SFPUC) requirements. Within streets that

remain open, Public Works, in its discretion, may authorize Developer, at Developer's cost, to maintain pedestrian access on at least one side of the street where such street is adjacent to an active construction area.

1.11 Acceptance of Phased Infrastructure




The City shall accept full, complete, and functional streets as designed to serve the needs of the associated Phase of development for purposes of City maintenance and liability within the public right-of way in accordance with the Subdivision Code and Subdivision Regulations.

1.12 Operation and Maintenance

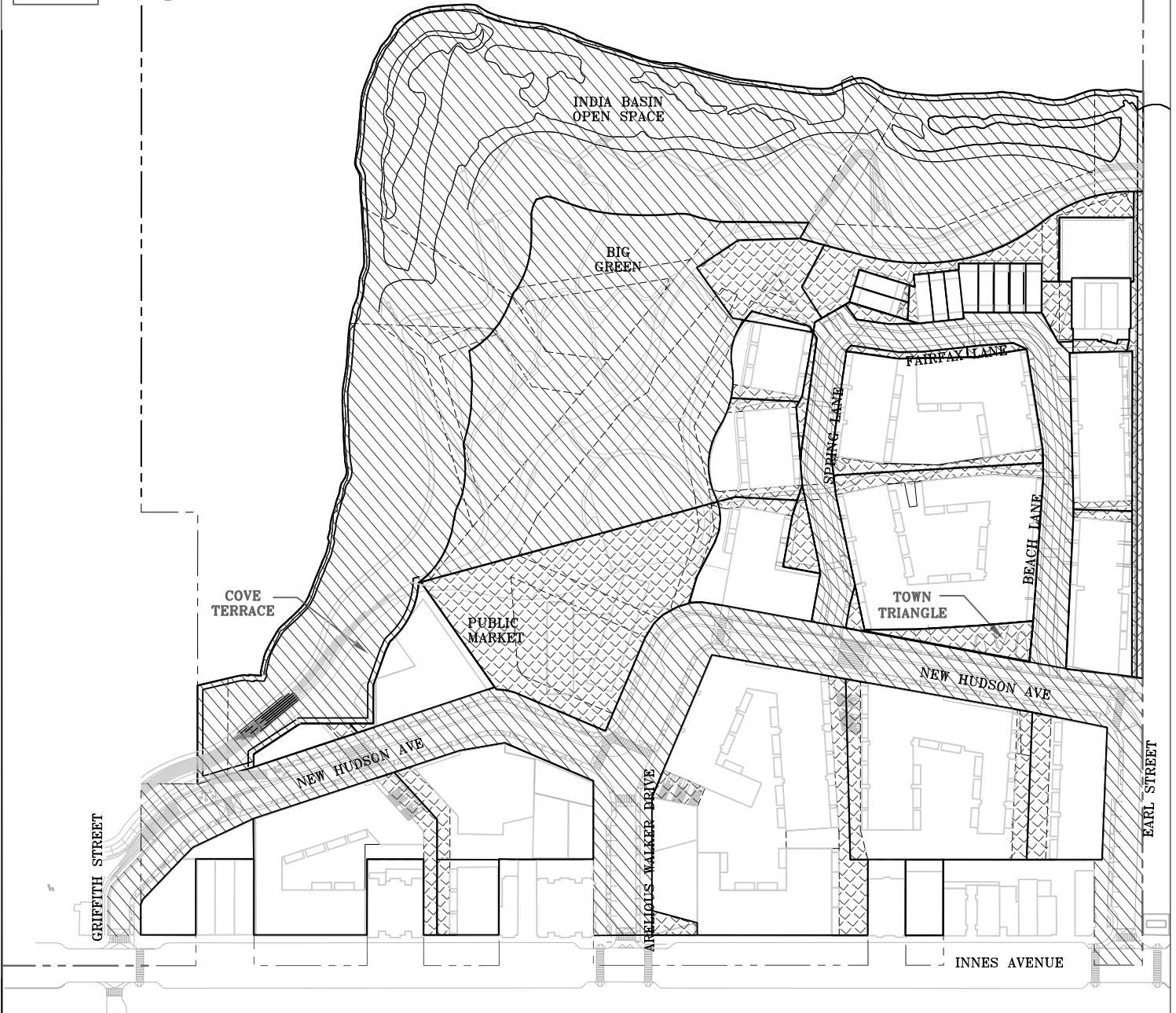
With the exception of certain improvements identified in the Finance Plan's Maintenance Matrix to be privately maintained, the City will be responsible for maintenance of improvements installed by the Developer upon acceptance, unless City, in its discretion, agrees to an alternate arrangement. Determination of Completion for improvements will be required prior to acceptance. All privately maintained improvements in the public right-of-way shall be subject to a Major Encroachment Permit approved no later than the first final subdivision map for development purposes.

LEGEND

- PROJECT SITE BOUNDARY
- 700 INNES PROPERTY LINE
- LOT LINE
- PARCEL BREAK/EASEMENT/MOU LINE

-  PUBLICLY OWNED LANDS
-  PRIVATELY OWNED, PUBLICLY ACCESSIBLE OPEN SPACE
-  PRIVATE

SAN FRANCISCO BAY



0 200

Source: BKF ENGINEERS, 11/2016

2. SUSTAINABILITY

San Francisco is a city where environmental awareness, technology, innovation, and culture weave together to create unique opportunities for site design. India Basin is a neighborhood defined by social and environmental drivers that compel this development to be responsive to global and local challenges as well as resilient against infrastructure failure and catastrophic events. The unique site conditions and scale of the development enable it to leverage district-wide strategies to achieve a meaningful and measurable reduction in environmental impact. Urban and ecological systems are integrated to enhance the community's social, economic and environmental goals.

The Project is located within its own watershed. The Project goals are to support a landscape that can remain adaptable to the future changes in climate with less frequent, but larger, storm events. In addition, the landscape and infrastructure will be set up to mitigate the Project from flooding and impacts due to sea level rise. Enhancing water quality is also an important aspect of the Project where the removing metals and sediment through landscaped treatment methods reduces further downstream impacts.

The Project is focused on reducing the environmental impact of greenhouse gas emissions (GHG) from transportation and building energy use while creating a resilient community. Expansion of the City's existing transit systems are proposed to connect the Project to other districts through a network of pedestrian, bicycle, and bus routes and the site design includes a comprehensive network of pathways to promote a pedestrian-oriented district. The Project is targeting a Net Zero Energy Public Realm through on-site renewable energy and the Project will look to further reduce GHG emissions by potentially sourcing GHG-free electricity through renewable energy purchases. To create a resilient community, the Project is looking at strategies that will enable the community to maintain reduced operations and provide community support in a disaster event, including onsite renewables, an independent microgrid, and battery storage. These approaches will all be supported by efficient buildings that exceed code minimum energy performance.

A more detailed explanation of the sustainability features of the Project can be found in the 3.0 District Sustainability and resilience as well as Section 6.5 Energy Efficiency Building Design of the Design Standards and Guidelines.

3. ENVIRONMENTAL REMEDIATION

Hazardous materials remediation actions for this property necessary to support site uses will be carried out consistent with site remediation plans approved by the San Francisco Department of Public Health (DPH) pursuant to Article 22A of the San Francisco Public Health Code, also known as the Maher Ordinance. The Maher Ordinance requires the Developer to retain the services of a qualified professional to prepare a site history report (typically a Phase I Environmental Site Assessment (ESA)) that meets the requirements of the Maher Ordinance. The Phase I ESA would determine the potential for site contamination and level of exposure risk associated with the proposed Project. Based on that information, the Developer may be required to conduct soil and/or groundwater sampling and analysis. Where such analysis reveals the presence of hazardous substances in excess of state or federal standards, the Developer is required to submit a site mitigation plan (SMP) to DPH or other appropriate state or federal agency(ies), and to remediate any site contamination in accordance with an approved SMP prior to the issuance of any building permit. Both a Phase 1 and Phase 2 ESA have been prepared for the 700 Innes Property and India Basin Open Space, which are discussed in Chapter 3.16 Hazards and Hazardous Materials of the EIR.

4. DEMOLITION, DECONSTRUCTION AND BUILDINGS TO REMAIN

4.1 Scope of Demolition

There are currently five buildings and structures on the 700 Innes property. Under both the proposed Project and the variant, Developer would demolish the four buildings at 838-840 Innes Avenue and 888 Innes Avenue, and would relocate the historic building at 702 Earl Street, which is currently used as a residence, to the northern portion of the 700 Innes property closer to the shoreline. At the northwest corner of the property, Developer would remove an existing pier and eight associated creosote-treated piles. Also on the 700 Innes property, Developer shall create 0.1 acres of tidal marshland.

4.2 Demolition Phasing

The demolition and deconstruction of buildings on 700 Innes will be conducted as part of Phase 1 of the Project.

4.3 Historic Buildings

Table 2-2. Existing Buildings on the Project Site

Name of Building/Address	gsf	Historic Status	Existing Uses	To Remain?
702 Earl Street	11,000	CRHR eligible	Residential; workshop/studio ¹	Yes/ relocated
838-840 Innes Avenue	26,000	CRHR ineligible	Residential (rear unit); vacant (front unit)	No
888 Innes Avenue	3,750	Not CRHR eligible	Industrial/ production	No

Notes: CRHR = California Register of Historical Resources; gsf = gross square feet

¹ The 702 Earl Street Building would be relocated to a northeastern location on the 700 Innes property, closer to the shoreline.

Source: RPD and BUILD, 2016

4.4 Buildings to Remain

The building at 702 Earl Street will be relocated to the northern portion of the Project, and no other buildings on the Project Site will remain.

5. SEA LEVEL RISE

5.1 Sea Level Rise Introduction

In March 2013, the Sea-Level Rise Task Force of the Coastal and Ocean Working Group of the California Climate Action Team (CO-CAT) released their State of California Sea-Level Rise Guidance Document based on the National Research Council (NRC) report Sea-Level Rise for the Coasts of California, Oregon, and Washington. The NRC report contains sea level rise projections for the years 2030, 2050, and 2100 relative to year 2000. CO-CAT recommends the use of these projections for planning waterfront projects and that sea level rise values for planning be selected based on risk tolerance and adaptive capacity. This guidance has been largely adopted by state agencies including the Bay Conservation and Development Commission (BCDC) in formulating their policies for adaptation to sea level rise. Also, in December 14, 2015, the City released the Guidance for Incorporating Sea Level Rise into Capital Planning in San Francisco. City sea level rise evaluation is similar to NRC (2012) reported values for San Francisco. Table 5.1 summarizes these sea level rise (SLR) projections, including the low and high range values, for the San Francisco Bay area provided in NRC (2012) and the City (2014).

Table 5.1: Sea Level Rise Projections for San Francisco, California (feet)

Time Period	Low	Projected	High
2000-2030	0.14	0.47	0.97
2000-2050	0.40	0.92	1.99
2000-2100	1.39	3.02	5.46

5.2 Adaptive Management Approach

The adaptive management approach for the development footprint, open space, and shoreline protection were developed based on the following primary criteria:

- Reserve the entire 100-foot shoreline band for public access and open space;
- Set buildings and immovable facilities high enough such that adaptations would not be necessary even for conservative estimates of SLR by the NRC;

- Elevate the designated Bay Trail such that adaptations would not be necessary for even conservative estimates of sea level rise for the year 2050 by the NRC; and
- Elevate the other public amenities (boardwalks, trails, overlooks, beaches, etc.) such that adaptations would not be necessary over the next 20 to 30 years.

The above criteria demonstrate that no adaptations to the end of century are necessary for the development footprint. Adaptations for the open space areas will be implemented before SLR reaches 2 feet compared to current sea levels.”

5.3 Initial Infrastructure Design

Coastal flooding at the site includes two components: 1) combined high water and wave action along the perimeter shoreline, and 2) extreme still water elevations. Because the inland areas are not subject to wave action, the flood elevations for the inland areas are dictated by the one percent chance still water level.

5.3.1 Building Pads

Building pads are inboard of the shoreline and will be designed based on the one percent chance still water elevation, plus an allowance for 66 inches of SLR and extreme conditions in the amount of 42 inches, for a total of 108 inches, plus 6 inches of freeboard.

5.3.2 Open Space

Developer shall design open space and associated public access improvements to address the one percent chance total water level (1% TWL) or the 1% chance extreme still water elevation (1% SWL). The minimum open space elevation for upland open space will be based on the applicable flood elevation, 1% TWL or 1% SWL, plus an allowance for 66 inches of SLR and extreme conditions in the amount of 42 inches, for a total of 108 inches, plus 6 inches of freeboard. The shoreline open space will be based on the applicable flood elevation, 1% TWL or 1% SWL, plus an allowance for 24 inches of SLR. The minimum elevation may vary along the shoreline based on shoreline orientation, type, use and the proposed adjacent land use. It should be noted that the open space design may be dynamic and may include areas that extend to the Bay side of the existing shoreline and

include some features which are below the minimum grades discussed here, such as the seasonal and tidal wetlands, beaches, trails, and overlooks.

5.3.3 Storm Water System Design

The storm water system will be designed to conform to the requirements of the Subdivision Regulations.

5.4 Infrastructure Adaptation for Future Sea Level Rise

5.4.1 Building Pads

Building pad grades will be set to accommodate the highest projections of SLR for 2100 and adjustments are not anticipated. SLR beyond an elevation that may impact building pads will require perimeter and storm water system improvements to protect the structures.

5.4.2 Open Space

For SLR values greater than the 2050 high estimate, the open space and associated public access designs will provide the ability to make future changes if over topping becomes a nuisance or hazardous at some locations, including in the seasonal and tidal wetlands, beaches, trails, and overlooks, or if other modifications are required, such as conversion of seasonal wetlands from fresh to brackish/tidal marsh, adjustments to living shoreline, boat ramp launch adjustment, etc. The appropriate type of adjustments will be determined through the decision making framework described below and may include increasing the shoreline elevations through the construction of small berms, the addition of low walls, or other appropriate measures.

5.4.3 Stormwater System

Developer shall design the stormwater system to accommodate the highest projections of SLR for 2100. See Section 14.3 for further discussion.

5.4.4 Stormwater Management

Stormwater management features are hydraulically linked to the stormwater system, and are designed using the same tide elevations as the hydraulic studies completed for the

stormwater system. The Developer shall design stormwater Best Management Practices (BMPs) to accommodate the highest projections of SLR for 2100. The BMPs are located and graded such that they are not impacted by highest projections of SLR for 2100.

5.5 Sea Level Rise Monitoring Program

As part of the Project, and as further described in the DA, there will be a Community Facilities District (CFD) that will fund the creation of a monitoring program to review and synthesize SLR estimates prepared for San Francisco Bay by the National Oceanic Atmospheric Administration and State Agencies. The CFD funds will also be used for periodic review of updated sea level rise guidance from Local, State, Federal and local regulatory agencies.

5.5.1 Decision Making Framework

When the data from the monitoring program demonstrates that SLR in San Francisco Bay has exceeded (or will soon exceed) the allowances designed for in the initial improvements, or if flooding issues due to SLR occur on a regular basis, CFD funds will provide budget for improvements to protect the Project from flooding and periodic wave overtopping. The administrator of the CFD funds shall make the decision on which improvements are acceptable at the time improvements are required and the responsible entity shall apply for and obtain all necessary permits from all affected local, State, and federal agencies and construct said improvements. The decision as to which solution to implement will depend on a variety of factors, including, but not limited to:

- Consultation with the SFPUC and other local agencies,
- New local, State or Federal requirements about how to address SLR,
- Available technology and industry best practices at the time, and
- Both the observed rate of actual SLR and updated estimates of future SLR.

5.5.2 Funding Mechanism

The Project's financing plan includes a mechanism (CFD) to create project-generated funding that will be dedicated to paying monitoring and flood protection improvements necessary to implement the Adaptive Management Strategy.

6. GEOTECHNICAL CONDITIONS

The geotechnical conditions are based on the preliminary geotechnical investigation by Langan Treadwell Rollo for the proposed development, dated September 4, 2014. The report summarizes existing site conditions, geological and geotechnical site conditions, and presents preliminary conclusions and recommendations for the Project. The preliminary conclusions and recommendations are based on a review of the existing subsurface data and a preliminary geotechnical investigation, and are not intended for design. Design level investigation(s) should be performed for the Project. Elevations in the Geotechnical Conditions section reference SFVD13 datum.

6.1 Existing Site Geotechnical Conditions

The Project Site is primarily east of the edge of the historic San Francisco shoreline. It was filled between 1946 and 1968; only a small portion of the Project Site is west of the historic shoreline. In general, the site is blanketed by fill, underlain by Bay Mud, sand, Old Bay Clay and bedrock. The characteristics of each soil layer are summarized below:

Fill – The Project Site is blanketed by 16 to 41 feet of fill, extending to elevations ranging from 15 to -26 feet; fill thickness increases towards the bay. The fill consists primarily of loose to medium dense sand with varying amounts of silt, clay, gravel, concrete, brick and wood fragments. The fill includes isolated layers of stiff to hard clay.

Bay Mud – A weak and compressible marine clay and silt deposit, referred to as Bay Mud, underlies the fill. This layer ranges from 2 to 55 feet in thickness where explored within the Project Site and includes occasional layers of clayey sand. The Bay Mud layer is soft to stiff, and extends to depths ranging from 36 feet (Elevation -18 feet) to 83 feet (Elevation -76 feet). Bay Mud was not encountered in the borings west of Hudson Avenue. Based on consolidation tests performed on representative samples, the Bay Mud has a compression ratio of 0.12 to 0.26, and is slightly overconsolidated (primary settlement under the existing conditions is complete).

Sand – In general, the Bay Mud is underlain by relatively incompressible dense sand with varying amounts of clay and silt. The sand layer is about 5 to 33 feet thick and extends to depths ranging from 16 feet (Elevation 15 feet) to 98 feet (Elevation -91 feet). The sand near the bay includes 4- to 6-foot thick layers of very stiff to hard clay. The top 5 to 10 feet of the sand layer in some areas of the site consists of medium dense clayey sand.

Old Bay Clay – A medium stiff to hard clay and silt layer, locally known as Old Bay Clay, is present beneath the native sand. The thickness of the clay layer varies across the site from 9 to 50 feet (bottom of the clay between Elevation -12 and -139 feet). The Old Bay Clay slopes down and becomes thicker in the northeast corner of the site towards the bay. Consolidation test results indicate the Old Bay Clay is generally overconsolidated. Locally, the top of the Old Bay Clay layer is normally consolidated¹.

Residual Soil – The Old Bay Clay is underlain by strong, relatively incompressible residual soil (completely weather rock) consisting of very stiff to hard clay and very dense sand and gravel. The residual soil is 3 to 14 feet thick.

Bedrock – Bedrock of the Franciscan Complex consisting of shale, sandstone and serpentinite, underlies the residual soil. The bedrock surface slopes steeply from the ground surface west of the site to a depth of 23 feet near Innes Avenue (Elevation 8 feet), and slopes down to a depth of 149 feet (Elevation -143.5 feet) near the eastern side of the site. The bedrock encountered is moderately to closely fractured, soft to hard, plastic to moderately strong, and deeply to moderately weathered.

Groundwater – The groundwater at the site is likely at the elevation of the water in the Bay. Groundwater was measured in several of the boreholes at depths 7 feet to 33 feet (Elevation 0 and -7 feet, respectively). A pore water dissipation test in one of the exploration

¹ Normally consolidated soil has been loaded to a pressure equal to the existing overburden pressure.

points indicates groundwater is at 17 feet bgs (Elevation -6 feet). Monitoring wells on an adjacent site indicate groundwater along Earl Street is at Elevation -5 to -7 feet. The groundwater level at the Project Site is anticipated to vary a few feet seasonally and with the fluctuations in the water level of the San Francisco Bay. Based on the available groundwater level measurements the high groundwater level at the site is likely near Elevation -5 feet.

6.2 Site Geotechnical Approach

The main geotechnical issues at the Project Site are:

- the presence of uncontrolled fill across the site
- anticipated ground displacements within the fill and sand below the Bay Mud during a major earthquake on a nearby active fault
- presence of weak, compressible Bay Mud
- ground settlement under the anticipated building loads and new fill
- shoreline stability

During a major earthquake on a nearby active fault ground displacements (vertical and lateral) within the fill may be on the order of six inches. Lateral soil movement is anticipated within the northeastern portion of the site. About six inches of vertical, earthquake-induced ground settlement could occur within the Project Site; locally, total, earthquake-induced ground settlement could be on the order of 12 inches. Differential, earthquake-induced, vertical ground settlement might be on the order of four inches over a horizontal distance of 50 feet.

Consolidation of the Bay Mud and Old Bay Clay under the weight of the existing fill is nearly complete. However, the onsite fill was placed without mechanical effort/compaction. Structures supported on onsite fill will be subjected to excessive ground settlements induced by earthquake and building loads; in addition, differential settlement within the fill will be abrupt and erratic. Therefore, onsite fill should not be relied upon for foundation support.

To eliminate the need of a buttress, consisting of soil cement columns, that provided resistance gains lateral soil movement, the building structures will be at least 50 feet from the

edge of the soil that is susceptible to lateral spreading. To mitigate the magnitude of anticipated ground deformations under the design earthquake and building loads, the proposed structures will be supported on deep foundations gaining support in competent soil, generally encountered beneath the fill and Bay Mud. In addition to the building loads, piles in areas with liquefaction potential will be designed for the downdrag forces imposed by liquefaction-induced settlement in the fill and within some of the native sand below the Bay Mud. Lightweight, one-story structures may be supported on a stiffened mat foundation provided the mat is designed for the large anticipated differential ground settlement. Alternatively, lightweight structures may be supported on deep foundations.

A temporary surcharge program can be used to reduce the anticipated ground settlement from consolidation of the Bay Mud under the weight of new fill during the design life of the utilities. A temporary surcharge program includes placement of engineered fill and wick drains over the proposed utility areas. A horizontal drain (drain rock wrapped in filter fabric or a prefabricated drainage panel)/horizontal trench drains, will be placed over the site grades prior to placement of the surcharge fill. Wick drains are typically installed in a triangular or square pattern through the fill and Bay Mud, allowing water squeezed out of the Bay Mud to migrate into the horizontal drainage system beneath the surcharge. Water from the horizontal drain(s) is directed to a suitable collection system. The height of the fill, duration of fill placement, and wick drain spacing are dependent on the subsurface conditions beneath the proposed utility areas, feasibility of wick drain installation, and time allocated for the surcharge program. The surcharge program is designed by the Project's geotechnical engineer. The soil parameters needed for the design of the temporary surcharge program are determined by the Project's geotechnical engineer during the design level geotechnical investigation.

Another option to reduce the anticipated consolidation settlement of the Bay Mud under the weight on new fill is to use lightweight fill if the City, in its discretion, allows such fill. The unit weight of lightweight fill typically ranges from 30 to 50 pounds per cubic foot. To balance the weight of new fill, onsite soil would need to be removed and replaced with lightweight fill. The

depth of onsite soil to be removed and replaced with lightweight fill would vary across the utility areas, and should be evaluated by the Project's geotechnical engineer during the design level geotechnical investigation.

The stability of the shoreline outside the building areas will be evaluated during the design level phase of the proposed structures and mitigation measures be implemented, if needed.

6.3 Phases/Schedule of Design Level Geotechnical Investigations

The Project geotechnical approach is based on a preliminary geotechnical investigation. Design level geotechnical investigations should be performed by the Project for each phase of development, phased to match the four planned development phases. However, the design phase of the geotechnical investigations for the structures adjacent to the 50-foot offset from the area susceptible to lateral soil movement should be performed prior to the four planned development phases, to confirm the offset. Similarly, the design level geotechnical investigation for the stability of the shoreline should be performed prior to the four planned development phases to confirm the anticipated shoreline deformations are acceptable and no additional mitigation measures are required. The Developer will provide geotechnical investigations for each phase results to necessary permitting agencies for review and comment concurrent with construction document review and permitting process.

7. SITE GRADING

7.1 Existing Site Conditions

The site's highest elevations are along Innes Avenue and range from approximately 62 FeetSFVD13 at Earl Street to 33 feet at Griffith Street. The site generally slopes down steeply to New Hudson Avenue and then more gently to the San Francisco Bay shoreline top of bank at approximately 5 feet.

7.2 Proposed Grading Requirements

The Developer's Infrastructure obligations include the design and construction of the proposed grading plan within the areas identified in Table 1.2. A description of the grading design for the Project is included below. The conceptual grading plan for the Project is shown on Figure 7.0.

7.2.1 Roadway Areas

Some streets will be graded using a "saw tooth" design with a minimum 0.5% slope between grade breaks. Saw toothed grading alternates between high and low points creating a pattern resembling the edge of a saw. This pattern allows for positive drainage in the streets while maintaining minimal elevation differences between the high and low points. See Figure 7.1 for illustration of saw tooth grading.

The "saw-tooth" grading plan will be developed in conjunction with the design of the stormwater system. The run-off from a 100-year storm during a 100-year tide will be contained within the storm drain system below the street curb lines.

The "saw tooth" grading plan will provide overland release paths by increasing the elevation of the high points so that the downstream high point elevation of the flow line in the gutter is equal to or lower than the top of curb elevation at the upstream low point. This overland release design will protect the new building finished floors from storm/tides larger than the 5-year event or system maintenance issue such as blocked catch basin or pipes. This will continue through the downstream basins until there is capacity in the

storm system or storm water is released to the open space. The new building finish floor elevations will be above the back of walk/right of way elevation and therefore protected from flooding. Also some areas of the site are straight graded and direct overland flow to open space areas or the bay.

7.3 Proposed Site Grading Design

The Developer will be responsible for the design and construction of the proposed grading plan for the India Basin Site. Proposed grading designs for the development will match the existing south to north drainage pattern of the existing site. Proposed site grading will ensure proper overland release and provide Americans with Disabilities Act (ADA) accessible pathways throughout and adjacent to the site by providing a new street grid that connects the existing Innes Avenue at the south with interconnected pathways and open spaces throughout the site. Multiple accessible paths of travel will connect the adjacent property to the east with the adjacent property to the west. Griffith Street, Arelious Walker Drive, and Earl Street will provide accessible paths of travel from Innes Avenue to the south, to the open spaces and shoreline to the north. Across the site, the base layer grades of 2 percent and top layer grades of less than 5 percent are provided as a priority item, where feasible. As required due to site constraints, public access areas with slopes exceeding 5 percent but less than 8.33 percent will comply with Code requirements. The conceptual grading plan for the India Basin Site is included in Figure 7.0.

7.4 Proposed Site Grading Conforms

Conceptual grading design generally conforms to the existing grades along the interface with Innes Avenue and existing buildings on the southwest edge of the Project. At the western boundary of the Project, the existing segment of Griffith Street will be reconstructed and result in a medium grade differential, requiring the placement of 10 to 15 feet of fill to provide overland release and drainage. At the eastern edge of the Project, the development will be raised resulting in a large grade differential at New Hudson Avenue and conformance at the Bay Trail. At the north edge of the Project, the site will conform to the existing bank with the

exception of the northwest facing shoreline that will be reconstructed with stepped terraces and sloped banks ultimately begin installed.

Accessible paths of travel and sidewalks within the Project site will be provided to join and be coordinated with accessible paths of travel adjacent to and bordering the Project that connect to the adjacent Innes Avenue and proposed parks. To accommodate the grade differential between the proposed adjacent park to the west, stepped terraces or retaining walls will ultimately be installed. Retaining walls will be part of a minor encroachment permit and will be owned and maintained by the CFD. To accommodate the grade differential between the proposed adjacent park to the east, a sloped buffer zone will be installed.

As more detailed designs are developed during the improvement plan review process of the Project, the grading at conforms may require adjustment and refinement based on future coordination with SFPW.

7.5 Overland Release

In the existing condition, the lowest elevations at the site are located at the northeast corner. The Project will have multiple release points throughout the site. In the event of flooding in this vicinity the flood will release east of the intersection of Griffith Street and New Hudson Avenue to the open space marsh lands area and ultimately to the San Francisco Bay. The treatment areas in the open space will release through the north end of site into the bay, and the Flats area will release through Beach Lane and Spring Lane to the Perched Beach area and eventually to the Bay.

7.6 Sea Level Rise Monitoring and Adaptation

The monitoring program established in section 5.5 will require periodic preparation of a report funded by the CFD, on the progress of the adaptive management strategy. The report will be prepared no less than every five years and more frequently if required by regulators. The report will include:

- The publication of the data collected and literature reviewed under the monitoring program;
- A review of changes in local, State or Federal regulatory environment related to SLR, and a discussion of how the Project is complying with applicable new regulatory requirements;
- A discussion of the improvements recommended to be made if sea levels reach the anticipated thresholds identified in the Decision Making Frameworks within the next five years, and
- A report of the funds collected for implementation of the adaptive management strategy, and a projection of funds anticipated to be available in the future.

7.7 Cut and Fill Quantities

Cut up to 350,000 cubic yards; import fill up to 195,583 cubic yards.

7.8 Phases of Site Earthwork

The Developer will grade the Project Site based on the principle of adjacency and as needed to facilitate a specific proposed Development Phase and consistent with the requirements of the DA. Each Development Phase will conform to the existing grades as close to the edge of the Development Phase area as possible while maintaining the integrity of the remainder of the Project. Repairs and/or replacement of the existing facilities necessary to support the proposed Development Phase will be designed and constructed by the Developer. Interim grading will be constructed and maintained by the Developer as necessary to maintain existing facilities impacted by proposed Development Phases.

LEGEND

- PROJECT SITE BOUNDARY
- 700 INNES PROPERTY LINE
- LOT LINE
- ← SLOPE (ARROW POINTS DOWNHILL)

SAN FRANCISCO BAY

INDIA BASIN
OPEN SPACE

BIG
GREEN

PUBLIC
MARKET

GRIFFITH STREET

NEW HUDSON AVE

ARELIUS WALKER DRIVE

NEW HUDSON AVE

INNES AVENUE

EARL STREET

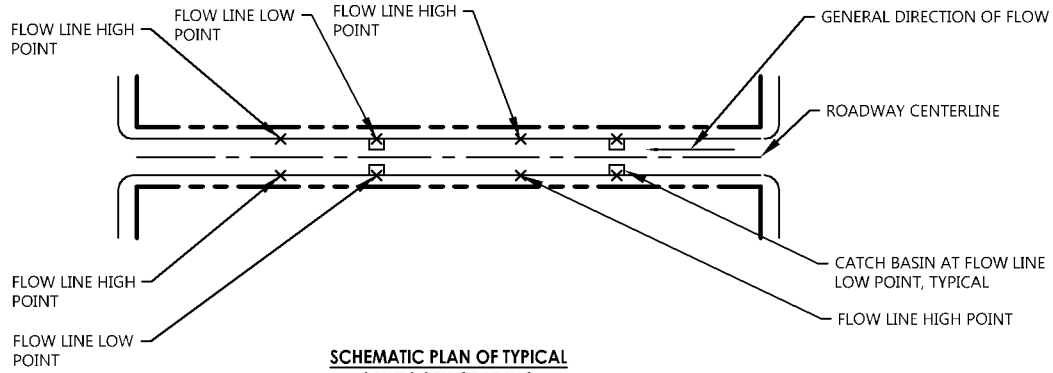
FAIRFAX LANE

SPRING LANE

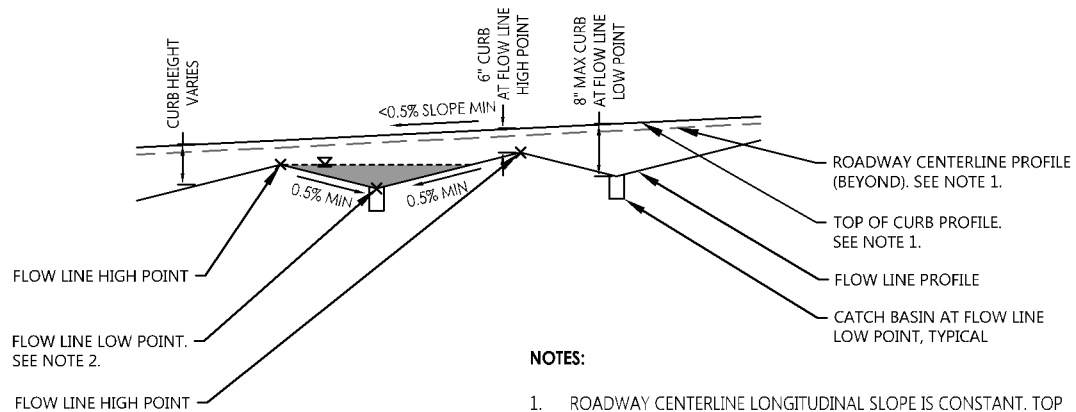
BEACH LANE



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SCHEMATIC PLAN OF TYPICAL SAWTOOTH GRADING



OPTION 1

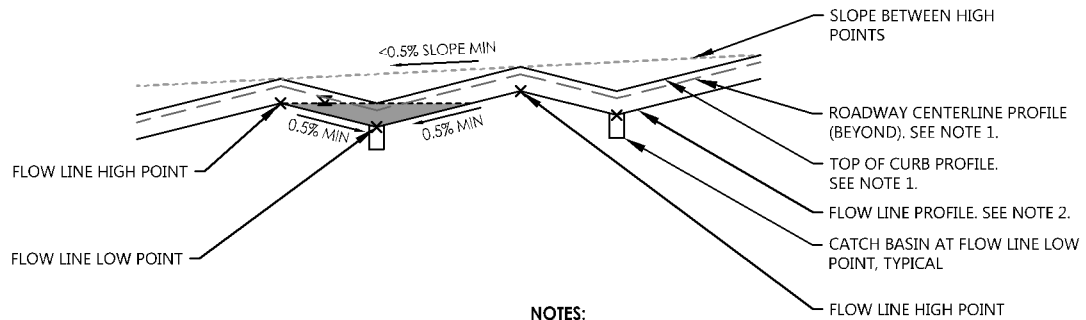
SCHEMATIC PROFILE OF FLOWLINE SAWTOOTH GRADING WITH CONSTANT SLOPE CENTERLINE AND TOP OF CURB

NOTES:

1. ROADWAY CENTERLINE LONGITUDINAL SLOPE IS CONSTANT. TOP OF CURB FOLLOWS ROADWAY CENTERLINE PROFILE.

STREET CROSS SLOPE VARIES BETWEEN 2% AND 5% AND CURB HEIGHT VARIES BETWEEN 6-INCHES AND 8-INCHES (EXCEPT AT CURB RETURNS, CROSSWALKS, ACCESSIBLE PARKING SPACES, AND ACCESSIBLE PASSENGER LOADING ZONES) TO ACHIEVE A FLOW LINE WITH A 0.5% MINIMUM LONGITUDINAL SLOPE.

2. THE LOW POINT OF THE FLOW LINE COINCIDES WITH THE STEEPEST STREET CROSS SLOPE AND 8-INCH CURB.



OPTION 2

SCHEMATIC PROFILE OF FLOW LINE SAWTOOTH GRADING WITH PARALLEL SAWTOOTH ROADWAY CENTERLINE AND TOP OF CURB

NOTES:

1. ROADWAY CENTERLINE PROFILE AND TOP OF CURB FOLLOWS FLOW LINE PROFILE.

2. FLOW LINE HIGH POINT ELEVATIONS ARE LOWER THAN THE UPSTREAM TOP OF CURB LOW POINT ELEVATIONS.

DRAWING NAME: K:\Eng\140068\DWG\Sheet\1\1\INFRASTRUCTURE PLAN\PLOTTED SHEETS\Figurs 7.2 Roadway SawtoothInrg.dwg
PLOT DATE: 05-11-17 PLOTTED BY: bays

8. STREET AND TRANSPORTATION SYSTEMS

8.1 Street and Transportation System Overview

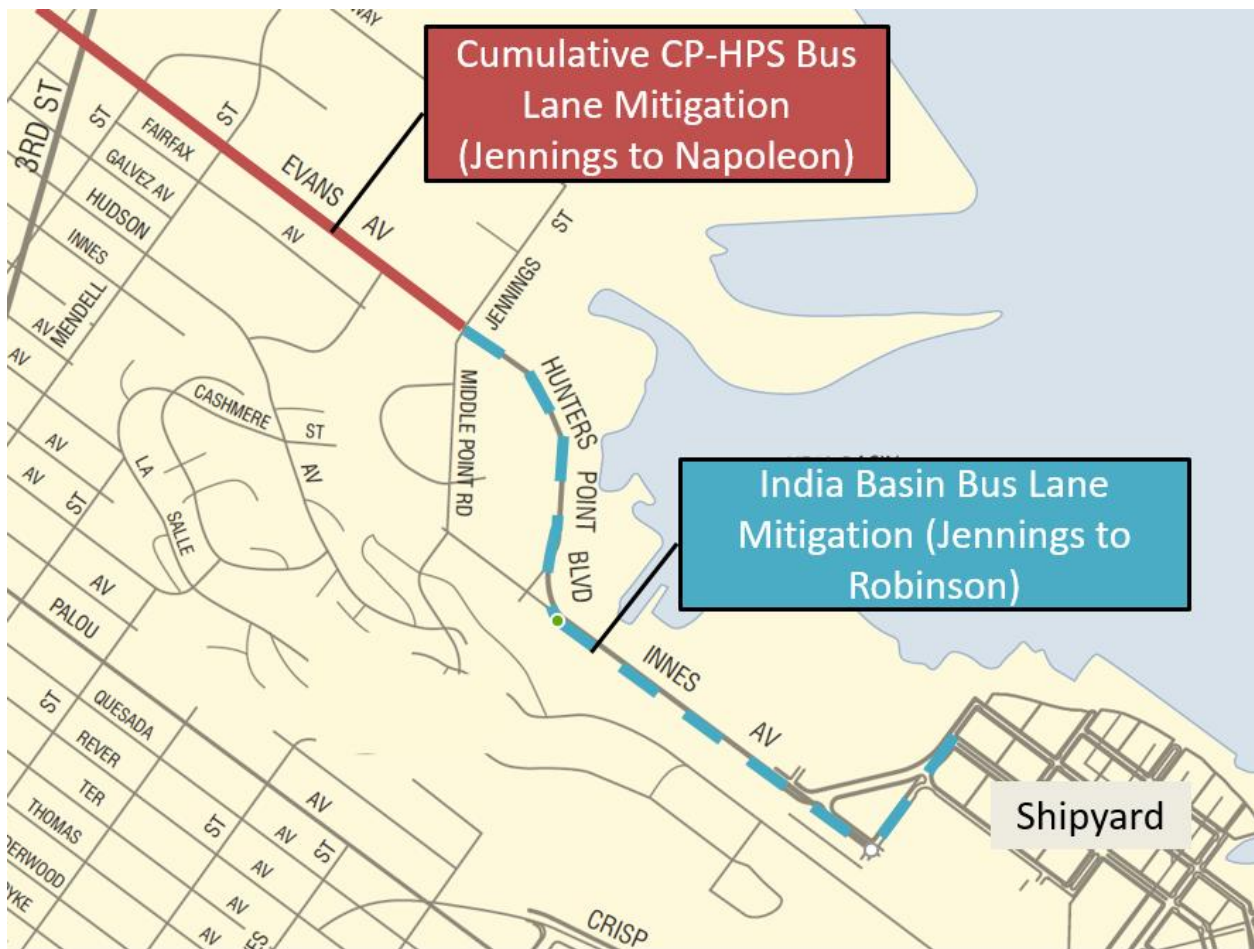
Following the guidelines and best practices detailed in the San Francisco Better Streets Plan (BSP), and the recommendations elaborated in the India Basin Transportation Action Plan (IBTAP), access and circulation at India Basin are considered holistically – integrating transit, bike, and pedestrian routes along with automobile, service and emergency vehicle access. The robust network of streets, laneways, pedestrian paths, trails, boardwalks, terraces, stairs and promenades creates a highly walkable, pedestrian-priority precinct that links into the surrounding neighborhood, connecting the Project Site to greater Bayview Hunters Point, and beyond.

8.2 Public Transportation

The site will eventually be served by several bus lines that run along Innes Ave, including the 44, 48 and HPX lines.

The City will be responsible for converting the curbside travel lane in each direction of the Evans Avenue—Hunters Point Boulevard—Innes Avenue—Donahue Avenue corridor from a mixed-flow lane to a transit-only lane between the Jennings Street/Evans Avenue/Middle Point Road and Donahue Street/Robinson Street intersections, to improve bus travel speed and travel time reliability along the corridor. The geographic extent is shown in the figure below.

The Developer shall fund, and the SFMTA shall implement, with the approval of all required agencies, this conversion prior to the time the Project would result in an increase in transit travel time above the threshold of significance as described in the Project EIR, as determined through SFMTA monitoring. The Project will provide electricity to locations on Innes adjacent to the Project that are identified for Muni shelters. The final design will be determined by the SFMTA and construction of the design element will be subject to the City Traffic Engineer's final review and approval.



Other recommendations detailed in the IBTAP – including configuration of stop locations to access Northside Park (proposed park SE of project site), 900 Innes, and India Basin Shoreline Park – are currently being studied by SFMTA. Many of these transit improvements will be implemented as part of the Hunters Point Shipyard and Candlestick Point redevelopment effort.

The SFMTA ultimately will determine existing and planned transit access based on growth and development in the area.

8.3 Public Streets

The Developer will be responsible for the design and construction of public and private streets and other right-of-ways. Improvements will generally include the following:

- Pavement section
- Concrete curbs and gutters
- Concrete sidewalk and curb ramps
- Traffic control signs and striping
- Traffic signals
- Street lighting
- Street landscaping and trees
- Stormwater management facilities (may include such methods as landscape strips, and small bio-retention areas)
- Street furnishings (includes, but are not limited to, benches, trash cans, bike support facilities and pedestrian scale lighting)
- Accessible on-street passenger loading zones with adjacent street level passenger
- Loading aisles and curb ramps
- Accessible on-street parking spaces with adjacent curb ramps

The proposed primary point of entry into the site is Arelious Walker Drive, with Earl Street and Griffith Street serving as secondary points of entry. New Hudson Avenue provides the primary circulation route and retail corridor for the Project. Each of these access routes incorporates a pedestrian and/or transit friendly path to the site.

Arelious Walker Drive provides a generous pedestrian entry, bike sharing, and a transit plaza at the intersection with Innes Avenue. Widened sidewalk and bike sharing will be on the south side of the street with street parking on the north side.

Earl Street with its large trees marks the entry to the Project Site and creates a generous pedestrian zone. The northwest side of the street provides on-street parking and drop off adjacent to the potential school.

Griffith Street is the northernmost entry street and forms the interface with India Basin Shoreline Park. Griffith Street provides a generous pedestrian-oriented entry and clearly defined gateway to the Project Site.

New Hudson Avenue offers a dedicated two-lane class 1 bikeway that is separated from the vehicular zone by a 3' planted buffer and 2" curb, serving as the primary bicycle access to the site. The right-of-way configuration features pedestrian-orientated treatments with generous sidewalk dimensions and ample zone for planting and furnishings to enable a robust public realm. New Hudson Avenue links the primary public spaces of the Project Site including the Public Market, Town Triangles, and the Big Greento each other and adjacent properties as shown in Figure 9.0, Proposed Parks and Plazas.

New Hudson Avenue is the access way to the Flats neighborhood of the Project Site, encompassing Beach Lane, Fairfax Lane, and Spring Lane. All three streets in the Flats are considered Shared Public Ways as described in the BSP – accommodating requirements for infrequent, low-volume vehicular access in a one way loop while maintaining flexible community use and prioritizing pedestrians. Developer shall record a notice, acceptable to the City, against all properties adjacent to Shared Public Ways concerning flooding potential. The design intent is to calm traffic moving through this area to create a safe environment for pedestrians that encourages public recreational use and socialization. In order to prioritize pedestrian use of the entire right of way over vehicles and bicycles, these streets have a smaller width than other streets throughout the site and are designated as one way streets with entrance from New Hudson Avenue onto Beach Lane. The Flats are not meant to be highly traveled by vehicles and therefore no on-street parking has been designated other than designated drop off and delivery zones.

8.3.1 Public Street Layout and Parcelization

The street layout for the Project advances the vision of the BSP and demonstrates best practices for multifunctional networks. The Project's access and mobility improvements

integrate transit, bike, and pedestrian routes alongside automobile, emergency vehicle access, and scale-appropriate maintenance routes.

Parcels shall connect with public right-of-ways and/or open spaces through a circulation network comprised of publicly-accessible paths, throughways, and clear widths that are in accordance with accessibility standards that would be equivalent to public routes. Parcels are illustrated in Figure 8.0 Parcel and Setbacks Plan. Public street cross section locations are identified on Figure 8.1 and public street cross sections are shown on Figures 8.2 and 8.3. Dimensions within the right-of-ways are also provided in Table 8.0.

Table 8.0: Right-of-Way Dimensions

Street	Right-of-Way Width (feet)	Street Elements with Width(feet)
Griffith Street	44.5	3.5 BF(NW)/10-13 TL/13-15 TL/15 SW(SE)
Arelious Walker Drive	78	23 SW(NW)/ 7 P /11-13 TL/13-15 TL /22 SW(SE)
Earl Street	46*-64	15-25 SW(NW)/8 P/10-12 TL/13-15TL/0 SW**-10 SW(SE)
New Hudson Avenue	65-94	15 SW(N)/6 B/6 B/ 3-15 BF/ 10-13 TL/10-13 TL/ 15-26 SW(S)
Beach Lane	40-41.5	9 SW(NW)/ 10 DR/10 TL/6.5 SW(SE)/ 4.5-6 BIO
Fairfax Lane	40-41.5	9 SW(NE)/ 10 DR/10 TL/6.5 SW(SW)/ 4.5-6 BIO
Spring Lane	40-41.5	9 SW(NW)/ 10 DR/10 TL/6.5 SW(SE)/ 4.5-6 BIO

*Right-of-way dedicated by Project varies with sidewalk width

** Portion of the sidewalk shifts into Northside Park as Earl Street transitions northeast from Innes Avenue. Sidewalk location is tentative and pending approval from Northside Park.

Abbreviations

ROW	Right-of-Way	B	Bike Lane
TL	Travel Lane	BF	Buffer
SW	Sidewalk	DR	Drop off/Loading
BIO	Bioretention	N	North
S	South	E	East
W	West		

8.4 Streetscape Design Considerations

8.4.1 Traffic Calming

Traffic calming measures will be provided as part of an effort to create pedestrian-friendly streets and improve safety and access for non-vehicular modes of travel. Proposed traffic calming measures include raised crosswalks and curb extensions. In addition a shared public way is proposed for the streets in Flats area, which is the cluster of development north of New Hudson Avenue and east of Arelious Walker Drive, including Spring Lane, Fairfax Lane, and Beach Lane.

Raised crosswalks are proposed at pedestrian crossings along Griffith Street, New Hudson Avenue, Arelious Walker Drive and Earl Street. At these locations the street pavement areas will be raised to match curb heights adjacent to the intersections and crosswalks. If accessibility guidelines and overland release requirements cannot be met at the raised intersection, the Project will review options for incorporating an at-grade crossing with accessible curb ramps at these locations. The design for these intersections and crosswalks will be coordinated with and is subject to the approval of the SFPUC, SFPW, the SFMTA, and the SFFD, each in their respective discretion. Designs will incorporate measures to minimize maintenance and reduce the potential for dirt, silt and other debris to settle within the crosswalks. Raised crosswalks will be constructed to conform to applicable San Francisco PW accessibility guidelines and Americans with Disabilities Accessibility Guidelines (ADAAG).

Curb extensions provide additional room for pedestrians at key locations. Developer shall design curb extensions to maximize pedestrian space and minimize crossing distances as much as feasible, while allowing for vehicle movement. Developer shall construct curb extensions to conform to the San Francisco PW Standard Plan for Curb Bulb. The SFPUC also shall review and approve the plan for such extensions to ensure that there are no utility conflicts. Curb extensions that modify sidewalk widths on existing City Streets will be subject to City approval and required legislation to document change.

The shared public way in the Flats is intended to prioritize pedestrians and maximize flexibility for neighborhood activity while accommodating requirements for vehicular access in a low-volume one-way loop serving residents of the neighborhood. The shared public way will conform to all applicable codes and standards (or obtain any required exceptions and design modifications) and be constructed to comply with BSP guidelines for shared public ways. The shared public ways slope to one side with a flush curb on the high side of the roadway and a four-inch curb at the low side of the roadway. Bioretention and drain inlets will be provided on the low side of the roadway. Developer shall record a notice, acceptable to the City, against all properties adjacent to Shared Public Ways concerning flooding potential. Sections for the shared public ways are included in the Roadway and Utility Section Supplement.

8.4.2 Fire Department Access

Fire trucks will utilize the entire travel way for turning movements at intersections. Intersections will be designed to provide 7 feet clear when fire trucks enter on-coming travel lanes.

Developer shall submit to the City for its initial review the final street layouts and cross sections during the Phase applications. The City's approval the final street layouts and cross sections shall occur as part of its review and approval of 100% design Improvement Plans. As part of this process, SFFD shall review and approve final configurations for conformance to the Fire Code. Refer to Vehicle Turning Supplement prepared by BKF Engineers (submitted concurrently with Infrastructure Plan) for detailed fire truck turning studies through proposed roadway network.

8.4.3 Street Pavement Structural Section

The structural section for new on-grade roadways will comply with requirements of the Subdivision Code. Roadway cross sections will consist of eight inches of Portland Cement Concrete and two-inch asphalt concrete wearing surface. Alternative cross sections such

as asphalt wearing surface over Class 2 aggregate base, decorative paving, and porous paving may be used if approved by SFPW and other affected City departments. The City shall own and maintain standard roadways. City, in its own discretion, may agree to own alternative materials or non-standard improvements, but a private entity shall maintain all such alternative materials or non-standard improvements subject to a City-approved major encroachment permit or equivalent agreement.

City shall own and maintain City-standard curb and gutter. City, in its own discretion, may agree to own sidewalks and non-standard curb conditions such as flush curbs at shared public ways, but a private entity shall maintain all such alternative materials or non-standard improvements subject to a City-approved major encroachment permit or equivalent agreement.

8.4.4 Streetlights

The Developer will design, layout, and install all proposed streetlights for the Project. Street lighting shall comply with City standards for photometric light levels and acceptable fixtures. Developer shall install streetlights selected from the SFPUC streetlight catalogue unless the SFPUC approves an alternate fixture. All lighting, whether street level or pedestrian-scale, shall be of adequate height to avoid conflicts with City services such as debris collection. Where possible, the electrical service for the streetlights will be located outside the joint trench (refer to Section 16.3). Any pedestrian-scale lighting shall be the maintenance responsibility of a private entity subject to a City-approved major encroachment permit or equivalent agreement unless the SFPUC agrees to assume ownership and maintenance of such lighting.

8.4.5 Utility Separation

Utility main layout and separations will be designed in accordance with the Subdivision Regulations and SFPUC utility standards, as appropriate. Utility separation requirements are presented in Table 8.4 Horizontal Utility Main Separation Matrix and shown on Figure 8.4.

Table 8.4: Horizontal Utility Main Separation

Utility Separation	Storm Sewer	Sanitary Sewer	Sanitary Sewer Force Main	Potable Water (LPW)	Auxiliary Water Supply System (AWSS)	Non-Potable Water
Face of Curb	4.5' clear to OD (Ref 2, copied LPW)	4.5' clear to OD (Ref 2, copied LPW)	4.5' clear to OD (Ref 2, copied LPW)	4.5' clear to OD (Ref 2)	4.5' clear to OD (Ref 2, copied LPW)	4.5' clear to OD (Ref 2, copied LPW)
Storm Drain		3.5' min clear OD to OD (Ref 1)	3.5' min clear OD to OD (Ref 1)	4' clear OD to OD (Ref 1 & 3)	3.5' min clear OD to OD (Ref 1)	3.5' min clear OD to OD (Ref 1)
Sanitary Sewer		---	3.5' min clear OD to OD (Ref 1)	10' clear OD to OD (Ref 3)	3.5' min clear OD to OD (Ref 1)	3.5' min clear OD to OD (Ref 1)
Sanitary Sewer Force Main		---	---	10' clear OD to OD (Ref 3)	3.5' min clear OD to OD (Ref 1)	3.5' min clear OD to OD (Ref 1)
Potable Water (LPW)		---	---	---	4' clear OD to OD (Ref 1 & 3)	4' clear OD to OD (Ref 1 & 3)
Auxiliary Water Supply System		---	---	---	---	3' clear to OD pipe (Ref 1)

Ref 1: SFPUC Subdivision Regulations Diagram No. 1 Minimum Utilities Separation for Wastewater and Water – Separate Sewer System, dated October, 2014

Ref 2: SFPUC, Water Enterprise City Distribution division -Detail CDD-LP-001B, Sheet 2, Dated October 2017

Ref 3: CA Code of Regulations Title 22 Section 64572

OD: Outside edge of pipe

8.5 Traffic Control and Signalization

As shown in Figure 8.5 and described below, the Developer will be responsible for all design and construction funding of new traffic signals and other intersection improvements identified in this Section 8.5 unless specified otherwise. Traffic signals shall be designed by and constructed to the specifications of the SFMTA and SFPW, unless otherwise authorized by SFMTA and SFPW.

8.5.1 Jennings Street/Evans Avenue (Intersection 2)

The intersection of Jennings Street/Evans Avenue is currently all-way stop-controlled and will be signalized by others as part of the Shipyard project. The Project EIR recommends reconfiguring the southbound and eastbound approaches at this intersection upon construction of the first phase of development of the Project. The southbound approach will be modified to include a 100-foot left turn pocket, which will require restricting parking on the west side of the street, removing approximately five parking spaces. The eastbound approach will be reconfigured from one shared through/left lane, one through lane, and one 100-foot left turn pocket to one 100-foot left turn pocket, one through lane, and one shared through/right turn lane. No additional right-of-way will be required for the modifications on the eastbound approach.

8.5.2 Hudson Avenue/Hunters Point Boulevard/Hawes Street (Intersection 3)

Installation of a new traffic signal at the intersection of Hudson Avenue/Hunters Point Boulevard/Hawes Street will be performed as part of the RPD project. Additionally, the Developer shall construct a design element at this intersection to protect cyclists making left turns at the multi-lane signalized intersection of Hunters Point Boulevard/Hudson Avenue from the right bike lane on southbound Hunters Point Boulevard to the cycletrack on Hudson Avenue. This design element will not be necessary in the event that a Class 1 cycletrack is provided along the east side of Hunters Point Boulevard north of the

intersection with Hudson Street prior to buildout of the Project. The design element would include one of the following two measures:

Installation of a bicyclist left-turn lane with separate bicycle signal heads and an accompanying dedicated signal phase for the maneuver, or installation of a two-stage turn queue box; which is a space where cyclists can wait at the far side of an intersection, adjacent to the crosswalks and visible to other roadway users after crossing in one direction. Cyclists could then cross the other direction of the intersection when the signal changes.

The final design will be determined by the SFMTA. Design and construction of the design element will be subject to final review and approval of the City Traffic Engineer.

8.5.3 Hunters Point Boulevard/Innes Avenue (Intersection 4)

The Recreation and Park Department as part of the Park development will be responsible for installing a new traffic signal at the intersection of Hunters Point Boulevard/Innes Avenue as part of the Project. Design and construction of the proposed signal will be subject to final review and approval of the City Traffic Engineer.

8.5.4 Innes Avenue/Griffith Street (Intersection 5)

The intersection of Innes Avenue/Griffith Street will be signalized as part of the Project. This improvement will include the provision of a new eastbound left-turn lane along Innes Avenue at the Innes Avenue/Griffith Street intersection. Design and construction of the proposed signal will be subject to final review and approval of the City Traffic Engineer.

8.5.5 Innes Avenue/Arelious Walker Drive (Intersection 6)

The intersection of Innes Avenue/Arelious Walker Drive will be signalized as part of the Project. This improvement will include the provision of a new eastbound left-turn lane along Innes Avenue at the Innes Avenue/Griffith Street intersection. Design and construction of the proposed signal will be subject to final review and approval of the City Traffic Engineer.

8.5.6 Innes Avenue/Earl Street (Intersection 7)

The intersection of Innes Avenue/Earl Street will be signalized as part of the Project. This improvement will include the provision of a new eastbound left-turn lane along Innes Avenue at the Innes Avenue/New Griffith Street intersection. Construction of the proposed signal will be subject to final review and approval of the City Traffic Engineer.

8.5.7 On-site Traffic Control and Signalization

Traffic calming and stop-controlled intersections, rather than signalization, are the primary strategy for on-site traffic control. Stop signs will be added as part of the Project at some of the intersections, with final locations to be coordinated with the City and based on a traffic sight distance requirements and Project phasing. If implemented, stop signs on city streets will require legislation from SFMTA Board and traffic calming may also require SFMTA Board and/or public hearing.

8.6 Public Bike and Pedestrian Systems

The Developer will design, layout and install public bike and pedestrian paths throughout the Project Site. Bike and pedestrian systems will conform to all applicable codes and standards. Ownership and maintenance of bike and pedestrian pathways will be per the Finance Plan's Maintenance Matrix. For design elements and conceptual location of bike and pedestrian paths, refer to the Design Standards and Guidelines.

8.7 Acceptance of Improvements

Upon acceptance of the new and/or improved public streets by the City, responsibility for the operation and maintenance of the City-standard public right-of-ways and streetscape elements will be designated as defined in the various City of San Francisco Municipal Codes and Maintenance Matrix. Acceptance of water, storm drain, sewer, streetlight and power infrastructure shall be subject to SFPUC approval. Improvements in the Right-of-way approved by SFPUC for treatment of public streets shall be accepted and maintained by the City. Proposed water, storm drain and sewer infrastructure shall be designed to facilitate future access for maintenance. The SFPUC shall review proposals for surface improvements above

and near proposed public water, sewer, storm drain, streetlight and power infrastructure on a case-by-case basis to ensure that future access for maintenance and replacement is preserved.

As outlined in the Maintenance Matrix, a private entity shall maintain and restore the non-standard street pavement materials, including decorative paving, within the raised intersection and raised crosswalk subject to a City-approved major encroachment permit or equivalent agreement. Restoration shall include replacement of the pavement markings within areas with special striping or decorative treatments.

8.8 Phasing of Improvements

The 700 Innes and India Basin Open Space properties will be developed over phases and shall comprise vertical and horizontal improvements to the existing site.

Phasing of improvements will align development of parcels and open space to provide for adequate access, necessary utilities, water drainage, required mitigation, and early activation of shared amenities during build-out as defined by the Project. Phasing shall comply with the requirements elaborated in the Development Agreement, Exhibit N "Phasing Plan and Phasing Diagram".

8.9 SFMTA Infrastructure






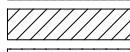

Where required, and where implemented in accordance with SFMTA standards, the following list of infrastructure items includes items to be owned, operated, and maintained by the SFMTA within public right-of-ways:

- Signals and Signal Interconnects, including Muni Bus Prioritization signals
- TPS signal preempt detectors
- Conduit containing TPS signal cables
- Transit shelters
- Paint – poles and asphalt delineating coach stops
- Asphalt painting for transit lanes
- Departure prediction ("NextBus") monitors and related communications equipment

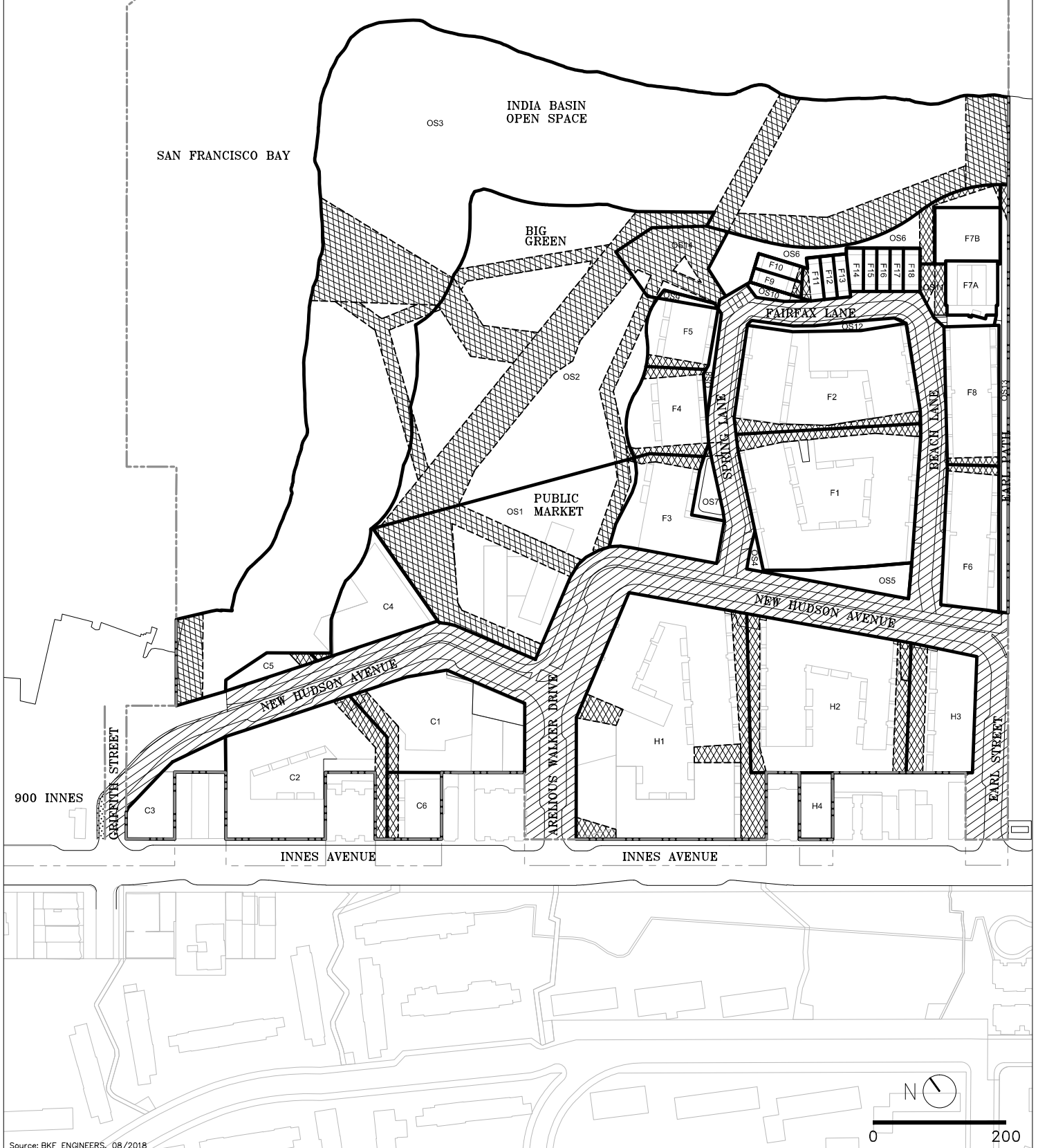
- Bicycle racks
- Crosswalk striping, except for areas with a raised intersection/crosswalk or with painted concrete special striping or other special decorative treatment
- Bike lane and facility striping
- APS/Pedestrian crossing signals
- Street Signs

The Developer shall design and construct all street and traffic signs as well as pavement markings to the specifications and approvals of the SFMTA.

LEGEND

-  PROJECT SITE BOUNDARY
-  700 INNES PROPERTY LINE
-  PARCEL BOUNDARY
-  PARCEL BREAK/EASEMENT/MOU LINE
-  PARCEL BREAK/EASEMENT/MOU
-  PUBLIC RIGHT-OF-WAY (700 INNES/INDIA BASIN PROJECT)
-  PUBLIC RIGHT-OF-WAY (900 INNES PROJECT)

SAN FRANCISCO BAY



Source: BKF ENGINEERS, 08/2018

LEGEND

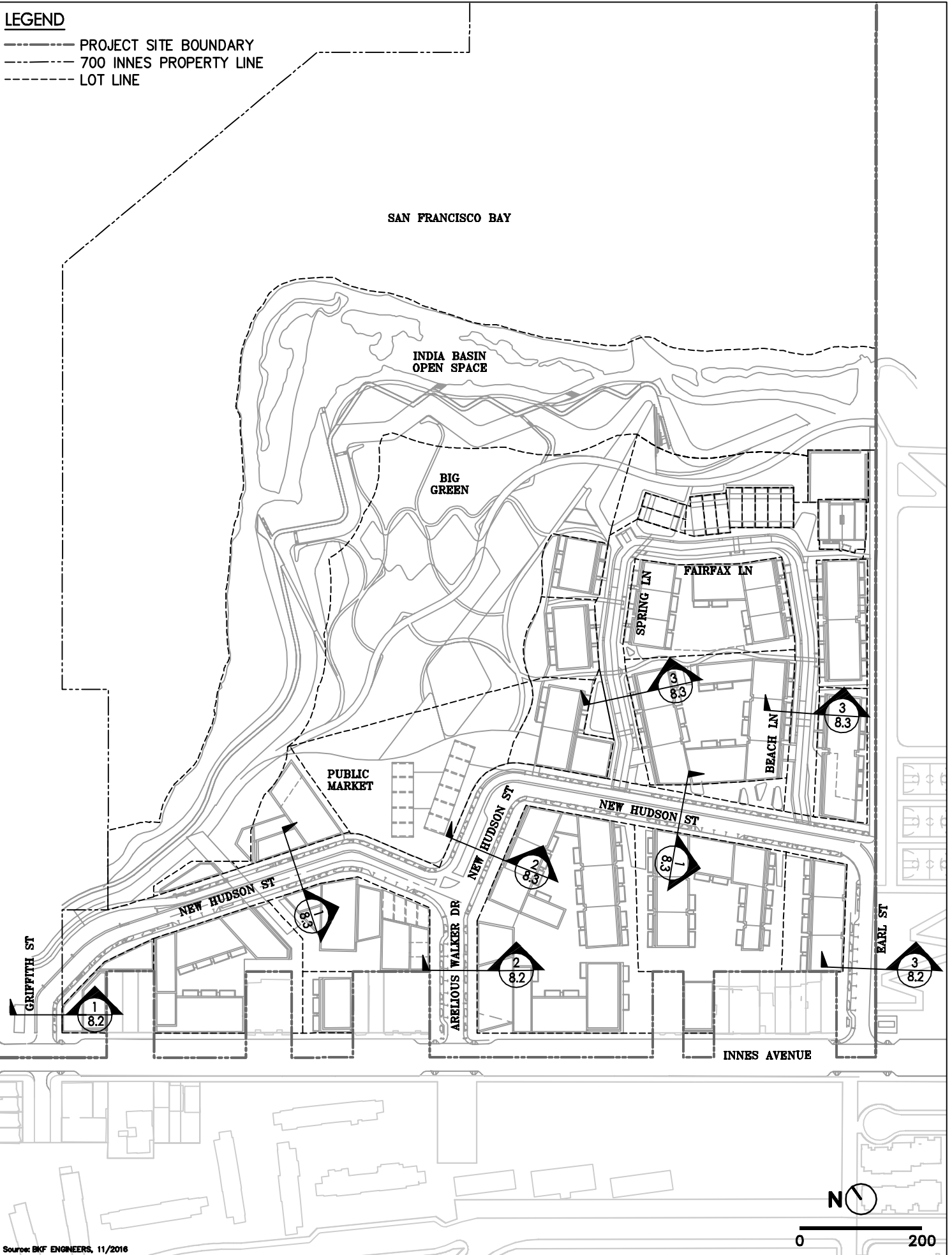
- PROJECT SITE BOUNDARY
- 700 INNES PROPERTY LINE
- LOT LINE

SAN FRANCISCO BAY

INDIA BASIN
OPEN SPACE

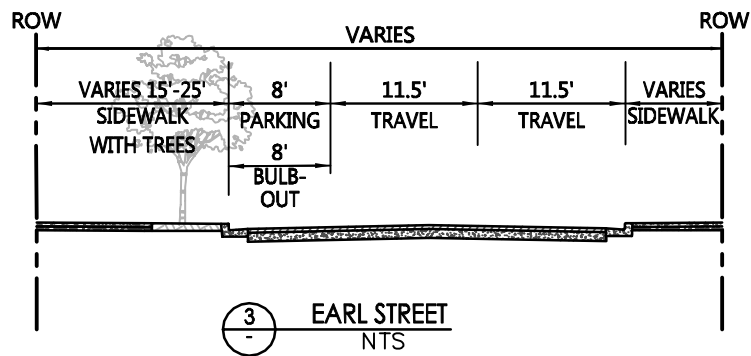
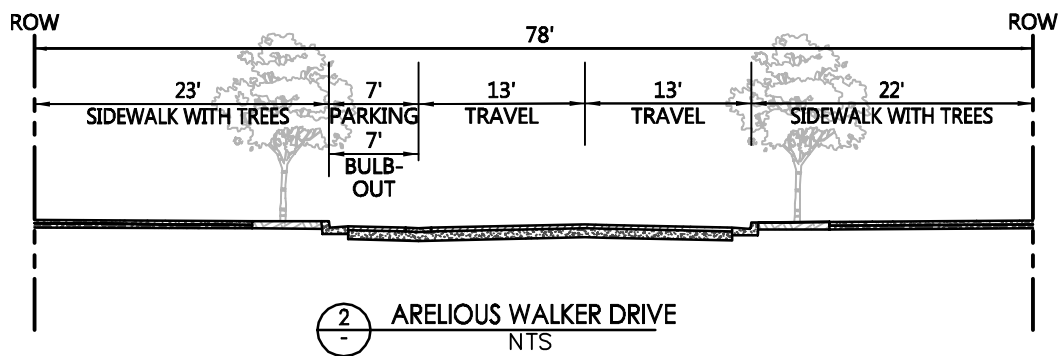
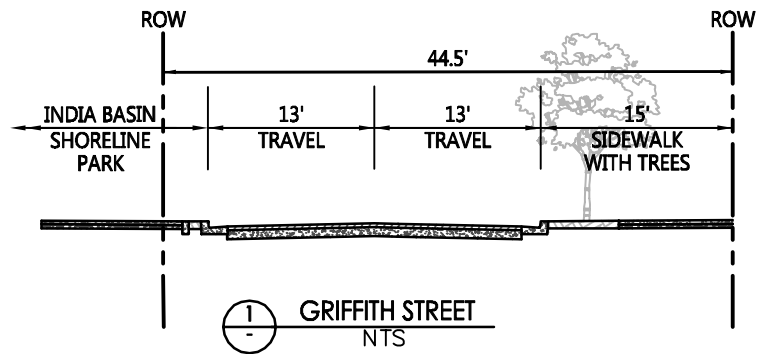
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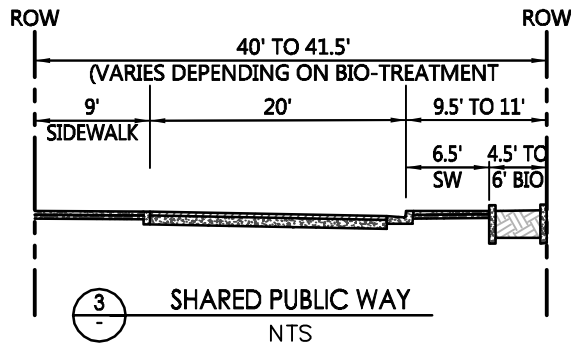
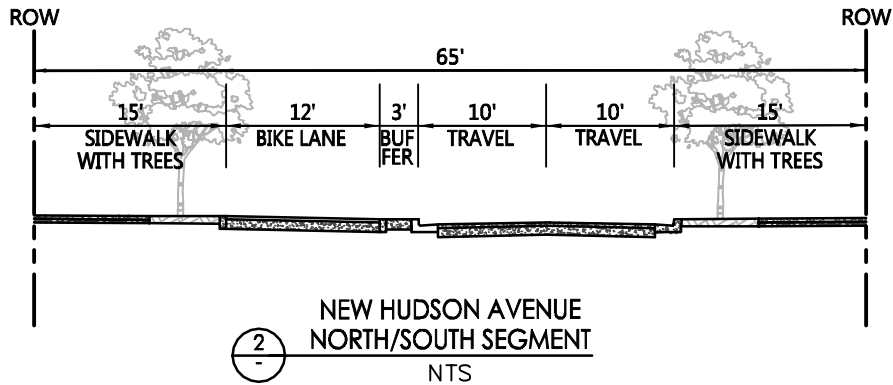
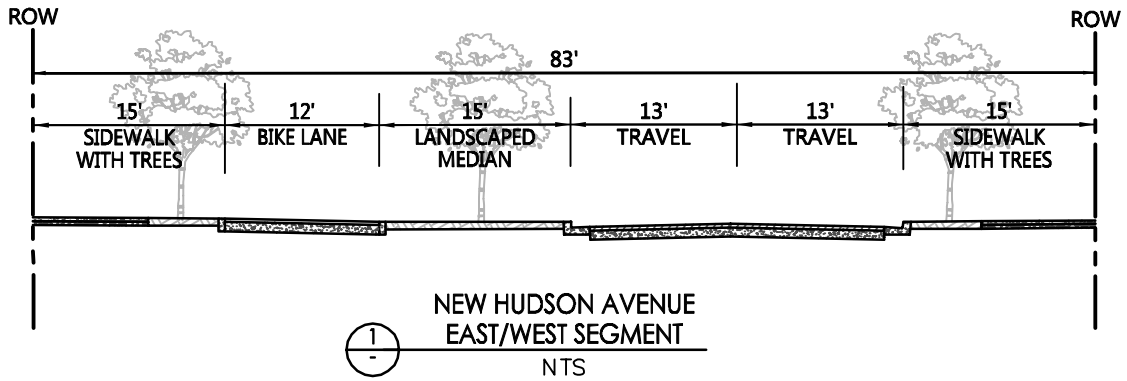
DRAWING NAME: K:\Eng\140089\DWG\Exhibit\Infrastructure Plan\PLOTTED SHEETS\Figure 8.1 Site Plan.dwg
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Source: BKF ENGINEERS, 11/2016



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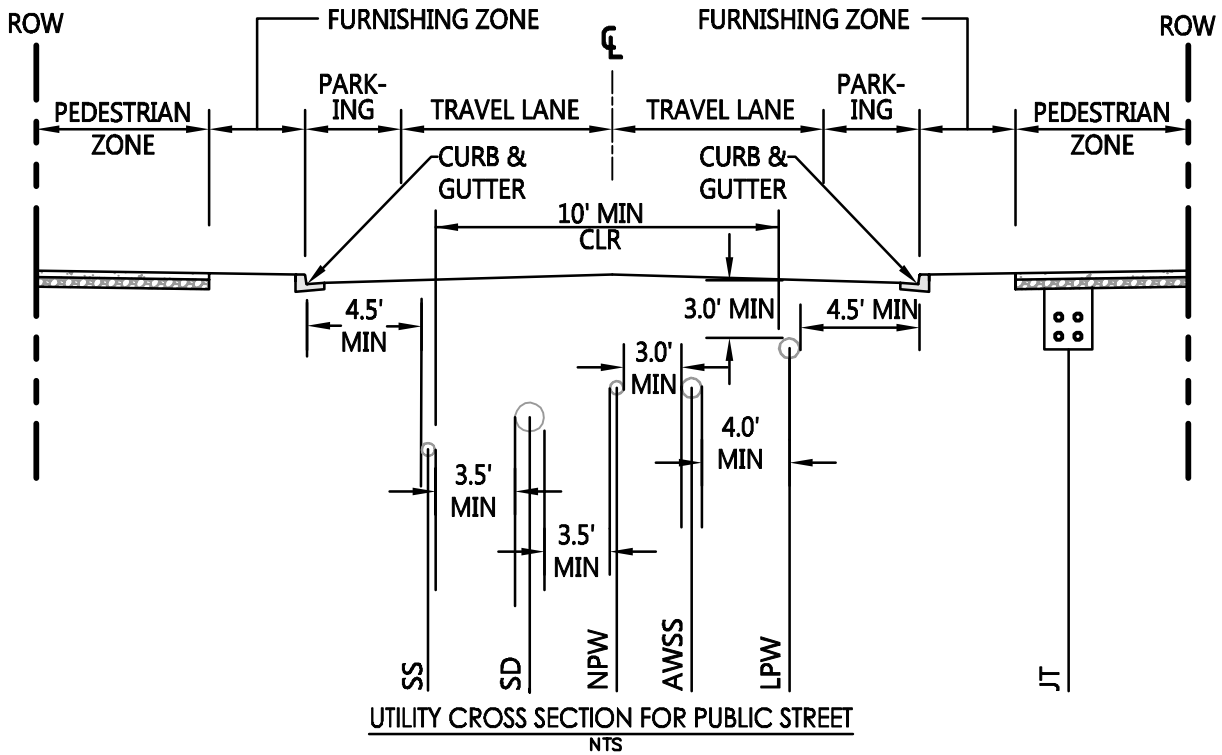
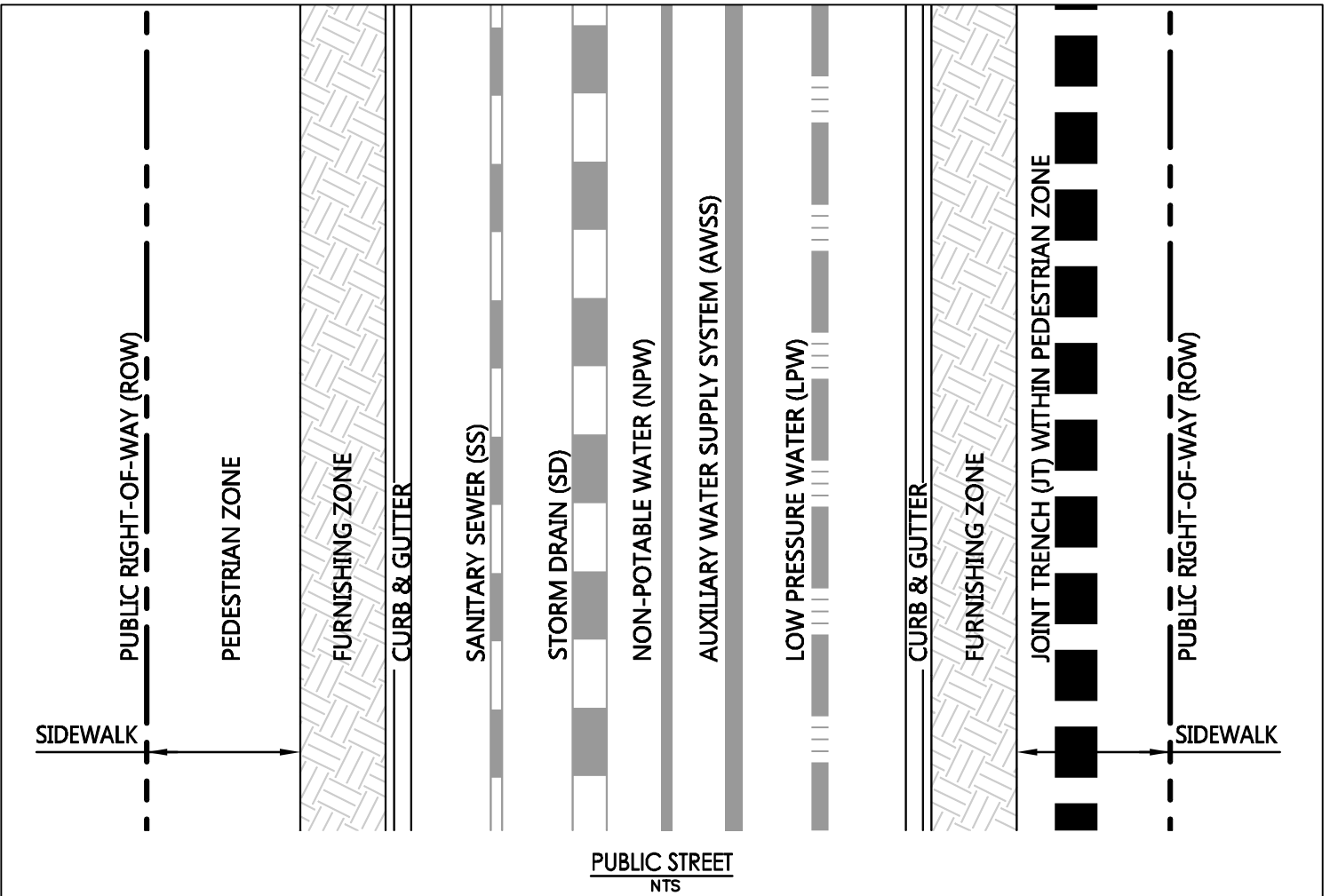
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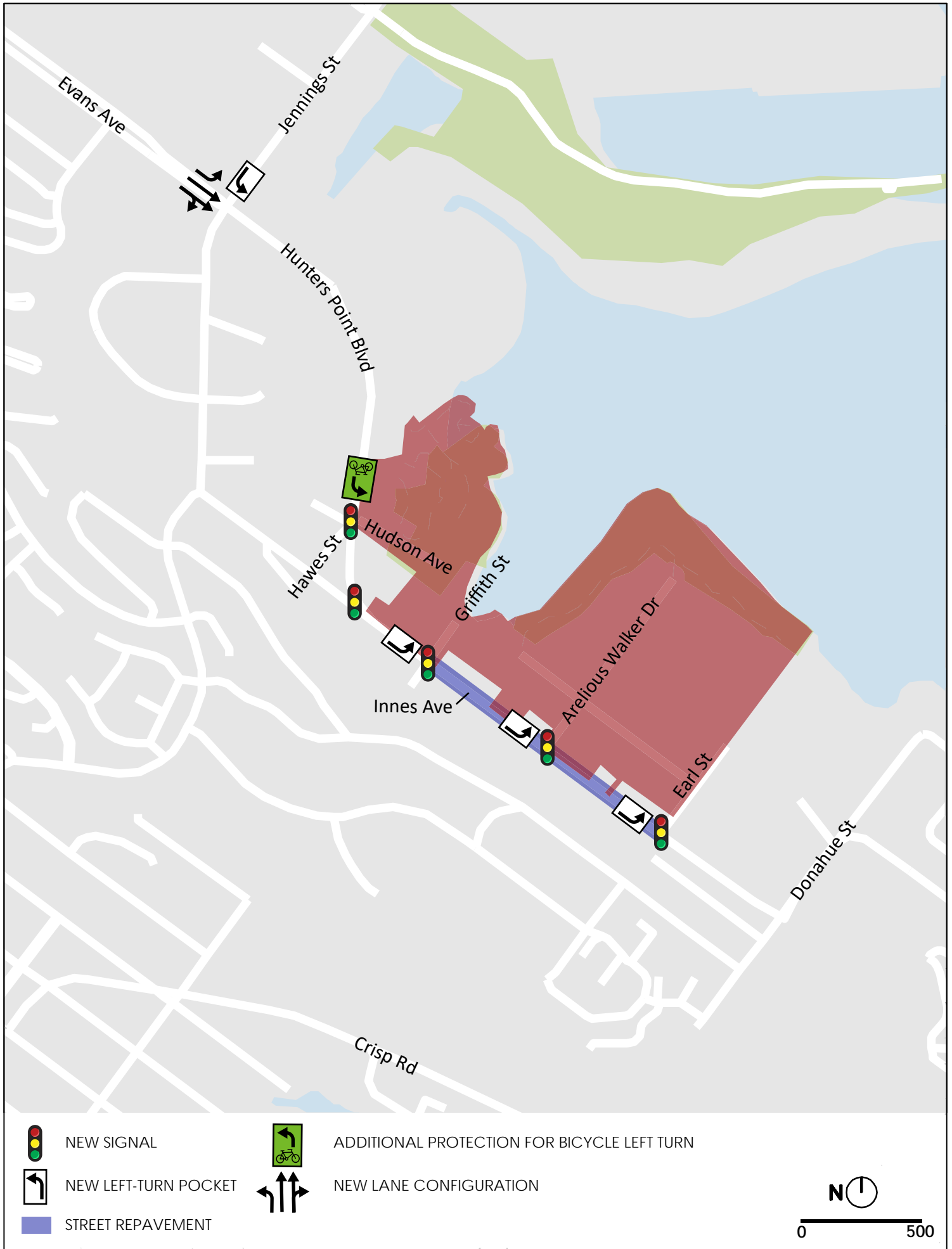
DRAWING NAME: K:\Eng1\40080\DWG\Exhibits\Infrastructure Plan\PLOTTED SHEETS\Figure x.x Roadway Sections.dwg
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Source: BKF ENGINEERS, 11/2016

DRAWING NAME: K:\Eng\140000\BMS\Exhibits\Infrastructure Plan\PLOTTED SHEETS\Figure 8.1 Typical Utility Plan and Section.dwg
 PLOT DATE: 08-17-16



Source: BKF ENGINEERS, 11/2016



9. OPEN SPACE AND PARKS

9.1 Proposed Public Parks

The Developer will construct one major public park—a new upland park known as the Big Green, in combination with an existing shoreline park known as the India Basin Open Space—and one major public plaza known as the Public Market Plaza as part of the Project. Land swap or parcel boundary realignment from State Lands and the City will be required to build the Big Green as proposed in the Design Standards and Guidelines. Stormwater management features will be incorporated into the park to treat stormwater generated on-site, promote site sustainability goals, and achieve compliance with the City SMR. Where feasible, blackwater management facilities may be incorporated into the park to treat blackwater, graywater and/or rain water generated from the Project, promote site sustainability goals, and achieve compliance with San Francisco Health Code Article 12C. Figure 9.0 identifies the locations and areas of the proposed public parks at the Project Site. Wetlands will be incorporated into the park as mitigation for removed waters of the United States in the form of seasonal wetlands currently located on the Project Site. Park and Plaza improvements, which may include natural areas, play areas, public art and installations, a human-powered boat launch, trails and overlooks, an off-leash dog run, small to medium public pavilions, and gardens are described in detail in the Design Standards and Guidelines. Developer shall design and install these park and infrastructure improvements, including stormwater collection facilities, stormwater management facilities, blackwater management facilities, irrigation systems, drinking fountains, and fire hydrants, per applicable City standards. Park design shall be reviewed and approved by the Recreation and Park Department and as required by law. In addition, SFPW, and SFPUC prior to permit issuance shall inspect the parks and infrastructure improvements for compliance with the approved plans prior to being sanctioned for use. Stormwater Control Plan(s) for public improvement permits must be approved prior to issuance by SFPW.

9.2 Phasing, Operation and Maintenance

The Developer will construct the park improvements in phases to match the need for parkland generated by each of the phases in the Project DA, as well as the availability of utilities to each

park area. The maintenance of improvements within the parks, including stormwater management facilities within the park, will be funded through a mix of public and private sources and completed in part by the Recreation and Park Department and private contractors, as described in the DA. Phasing of stormwater management facilities to be located in open space and parks is defined in Section 15.4.

10. LOW PRESSURE POTABLE WATER SYSTEM

10.1 Existing Low Pressure Water System

Existing low pressure water (LPW) service to the Project Site is provided by a water supply, storage and distribution system owned and operated by SFPUC. The system provides domestic water supply and low-pressure fire hydrants. The existing LPW system includes an 8-inch and a 16-inch water main on Innes Avenue which will remain and two 8-inch water lines on Arelious Walker Drive that the Developer will remove or abandon with Project development.

10.2 Proposed Low Pressure Water System

10.2.1 Project Demands

The Project water demands are identified in Table 10.0 for the Proposed Residential Project and the Maximum Commercial Variant, and are also included in the Low Pressure Water Master Plan (LPWMP). The LPWMP outlines the Project's methods used for calculating domestic water demands, including specific unit water demands used.

Table 10.0: Project Domestic Water Demands

	Residential Project	Commercial Variant
Average Day Demand (ADD)	132 gpm	107 gpm
Maximum Day Demand (MDD) (Peaking Factor 1.2)	158 gpm	128 gpm
Peak Hour Demand (PHD) (Peaking Factor 2.65)	350 gpm	284 gpm
Required Fire Flow	Varies-3,125 gpm max	Varies-3,125 gpm max
Maximum Day Demand (MDD + Fire Flow)	Varies-3,283 gpm max	Varies-3,253 gpm max

10.2.2 Project Supply

As required by the California Water Code, SFPUC prepared and approved a Water Supply Assessment (WSA) for the Project, and approved the WSA through Resolution 18-0107 on June 26, 2018. SFPUC concluded that there are adequate water supplies to serve the

Project and cumulative retail water demands during normal years, single dry years, and multiple dry years over a 20-year planning horizon.

10.2.3 Proposed Distribution System

The Developer's infrastructure obligations include the design and construction of the proposed LPW distribution system within the areas described in Section 1.2. The proposed LPW distribution system is shown in Figure 10.0. The proposed LPW distribution system will connect to the existing LPW system at Innes Avenue and will be located within the paved area of the streets.

Vertical and horizontal separation distances between adjacent sewer system, stormwater system, non-potable water and dry utilities will conform to the requirements outlined in Title 22 of the California Code of Regulations and the State of California Department of Health Services Guidance Memorandum 2003-02. Figure 8.0 shows typical utility alignment and roadway sections.

Required disinfection of new mains and connections to existing mains must be performed by SFPUC at Developer's cost.

10.3 Low Pressure Water System Phasing

The Developer will design and construct the new LPW system based on the principle of adjacency, and as-needed to facilitate a specific proposed Development Phase and consistent with the requirements of the Project DA. Each new Development Phase will connect to the existing systems as close to the edge of the Development Phase area as possible while maintaining the integrity of the existing system. Developer shall design and construct repairs and/or replacement of the existing facilities necessary to support the proposed Development Phase. Temporary LPW systems will be constructed, owned, and maintained by the Developer as necessary to maintain existing LPW facilities impacted by proposed Development Phases.

The SFPUC will be responsible for maintenance of existing SFPUC-owned LPW facilities. Impacts to improvements installed with previously constructed portions of the Project due to

the designs of other phases will be the Developer's responsibility and addressed prior to approval of the construction documents for the new Phase.

For each Development Phase, the Developer will provide a Low Pressure Water Utility Report describing and depicting the existing LPW infrastructure and the proposed phased improvements (permanent and interim if applicable) and demonstrate to SFPUC's satisfaction that the Development Phase will provide the required pressure and flow.

LEGEND

- PROJECT SITE BOUNDARY
- 700 INNES PROPERTY LINE
- LOT LINE
- ===== EX WATER LINE
- ===== PR WATER LINE

SAN FRANCISCO BAY

INDIA BASIN
OPEN SPACE

BIG
GREEN

PUBLIC
MARKET

GRIFFITH ST

NEW HUDSON ST

ARELIUS WALKER DR
NEW HUDSON ST

NEW HUDSON ST

INNES AVENUE

EARL ST

SPRING LN

FAIRFAX LN

BEACH LN



0 200

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PLOT DATE: 08-02-16
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Source: BKF ENGINEERS, 11/2016

11. NON-POTABLE WATER SYSTEM

The Project Site is within the Designated Recycled Water Use Area as determined by San Francisco Public Works Code Article 22. The Project's non-potable water-use will comply with San Francisco Health Code Article 12C, and also minimize the Project's overall use of potable water. Required uses for non-potable water (NPW) include toilet flushing and irrigation. The Project also plans to use NPW to meet building cooling demands, as well as to irrigate adjacent parklands if the Recreation and Park Department, in its sole discretion, determines that this is acceptable and can reach an agreement with the Developer to address this use.

11.1 Existing Recycled Water System

The Project is located within the City's designated recycled water (RW) use area, however a City recycled water system is not currently available within or near the Project Site.

11.2 Proposed Non-Potable Water System

The Project will either implement parcel-based graywater reuse systems or a district-wide Decentralized Non-Potable Water Reuse System (DNWRS) to comply with San Francisco Health Code Article 12C. The Developer's Infrastructure obligations include the design and construction of either the DNWRS or a NPW distribution system as shown in Figure 11.0, further described in Section 11.2.3.

11.2.1 Project Demands

The Project NPW demands are identified in Table 11.2 and in the Non-Potable Water Master Plan (NPWMP). The NPWMP outlines the Project's methods used for calculating non-potable water demands, including specific unit water demands used.

Table 11.0: Project Non-Potable Water Demands

	Residential Project	Commercial Variant
Average Day Demand (ADD)	42 gpm	54 gpm
Max Day Demand (MDD) (Peaking Factor 1.4)	59 gpm	76 gpm
Peak Hour Demand (PHD) (Peaking Factor 3.0)	126 gpm	162 gpm

11.2.2 Parcel-Based Graywater

A City source of RW is not available at the Project Site. Should the Project proceed with parcel-based graywater to address NPW demands, each parcel will implement graywater reuse to supply NPW demands within the building. In the event the irrigation of parks and open space can be provided with pipes from adjacent buildings, the Project would file an application for an exemption from requirements for RW in the proposed roadway network, and a RW distribution network would not be installed if the exemption is granted. In the event an exemption is not granted, a RW distribution system would be installed with cross-connections to the LPW system within the site, but not extending outside Project Site.

11.2.3 District DNWRS

The DNWRS system, if implemented, will be located north of the Public Market and west of Spring Lane in the Big Green. The DNWRS may collect blackwater, graywater, and/or rainwater from the Project, and will include the following in one centralized location: feed tank, trash trap, bioreactor, disinfection and storage tank, and possibly heat recovery. Wastewater flows in excess of the non-potable demand will be discharged to the municipal sewer. Liquid waste from the reactor is assumed to be discharged to municipal sewer or be hauled away by truck to a location permitted to accept liquid waste, in compliance with the hazardous Materials Business Plans for Wastewater Treatment and Reuse Systems. If liquid waste is discharged to municipal system, approval from SFPUC. Trash trap waste is assumed to be disposed of with other landfill waste. The DNWRS will be enclosed and odor control unit(s) will be installed and vented to the atmosphere. The footprint of the facility will be approximately 10,000 to 20,000 square feet and will be sized for a total capacity up to 150,000 gallons per day (depending on final Project demands) and designed to allow expansion of the treatment capacity by phase.

Should the Project proceed with the Decentralized Non-Potable Water Reuse System, the following would apply:

11.2.3.1 Proposed Non-Potable Water Supply

With a DNWRS, NPW will be supplied by a DNWRS that will divert flows from the sewer system, treat these flows, and generate NPW for use on site. Excess sewer flow would be pumped to Innes Avenue for discharge to the City's sewer system in Innes Avenue. The diversion of sewer flows to the DNWRS will require approval from San Francisco Waste Water Enterprises and agreement with SFPUC.

11.2.3.2 Proposed Distribution System

Under the DNWRS scenario, the Developer's Infrastructure obligation includes the design and construction of the proposed non-potable water distribution system within the Project Site as shown on Figure 11.0. A private entity may own and operate the NPW system once complete with a Major Encroachment Permit, or alternatively, the Developer may explore the possibility that the SFPUC would own and operate the NPW distribution system. The NPW system consists of the backbone improvements - such as NPW mains, fittings, and valves - but does not include the service laterals, meters, and appurtenant installations. Developer may request to defer installation of laterals in certain cases where the adjacent vertical development will lag the infrastructure construction. The City, in its discretion and subject to a case-by-case determination and any conditions deemed appropriate, may approve such a request as an exception.

Vertical and horizontal separation distances between sanitary sewer system, storm drain system, NPW and dry utilities will conform to the requirements outlined in Title 22 of the California Code of Regulations and the State of California Department of Health Services Guidance Memorandum 2003-02 and the Subdivision Regulations. Utility Section Supplement showing each proposed street section with proposed utilities is submitted concurrently with this Infrastructure Plan. Figure 8.4 shows typical utility alignment and roadway sections.

11.3 Non-Potable Water System Phasing

The Developer will design and install the new NPW system based on the principle of adjacency, and as-needed to facilitate a specific proposed Development Phase and consistent with the requirements of the Project DA. Each new Development Phase will connect to the existing systems as close to the edge of the Development Phase area as possible while maintaining the integrity of the existing system.

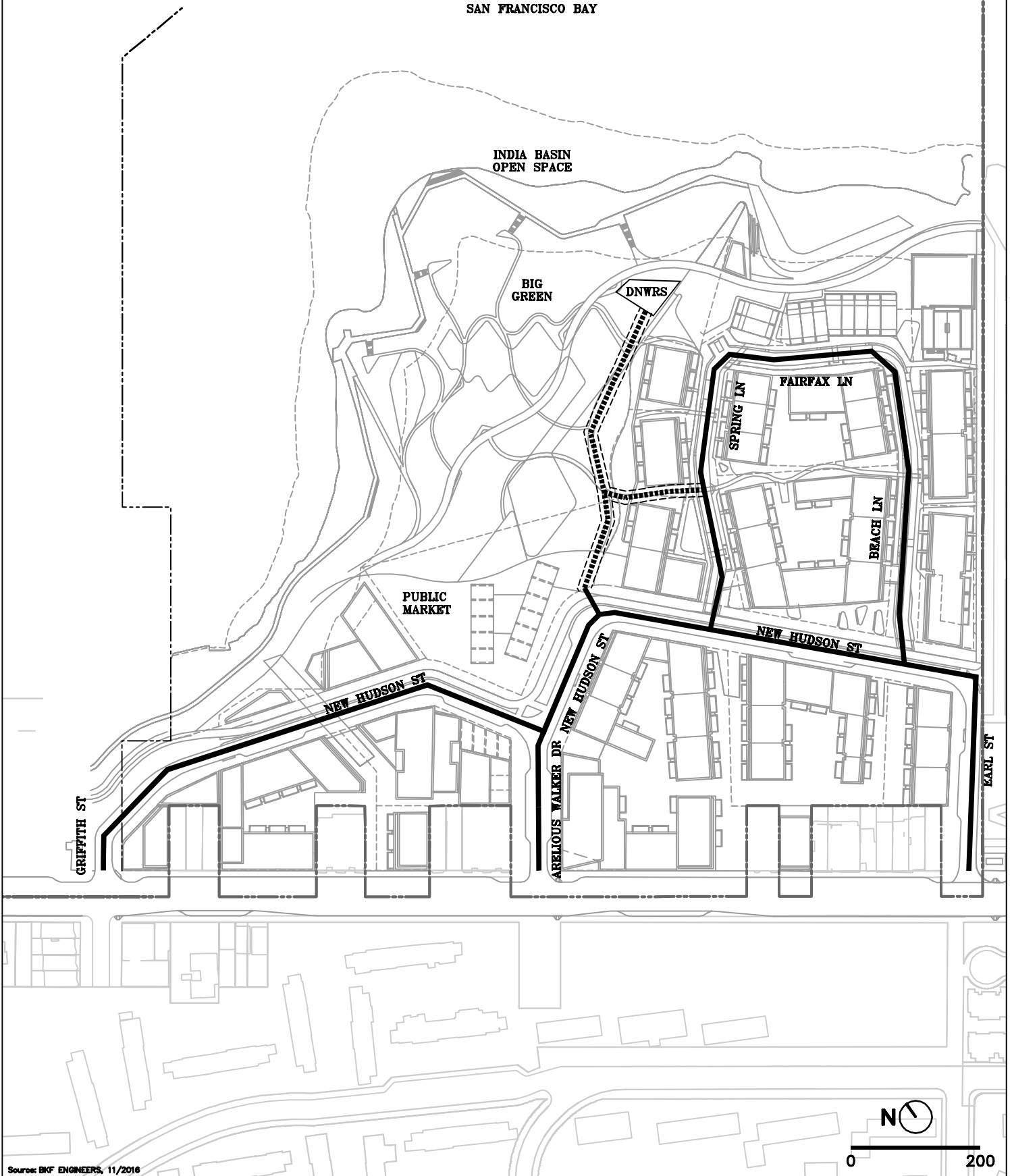
The operator of a DNWRS will be responsible for the new, phased NPW facilities once construction of the improvements is complete, and a major encroachment permit will be needed for the NPW distribution system. Developer shall be responsible for impacts to improvements installed with previously constructed portions of the Project due to the designs of other phases. Developer shall address such impacts to City's satisfaction prior to approval of the construction documents for the new Phase.

For each Development Phase, the Developer will provide a Non-Potable Water Utility Report describing and depicting the existing NPW infrastructure and the proposed phased improvements and demonstrate that the Development Phase will provide the required pressure and flow.

LEGEND

- PROJECT SITE BOUNDARY
- 700 INNES PROPERTY LINE
- LOT LINE
- PUBLIC UTILITY EASEMENT
- PR NON-POTABLE WATER IN PUBLIC ROW
- |||||| PR NON-POTABLE WATER OUTSIDE OF PUBLIC ROW

SAN FRANCISCO BAY



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Source: BKF ENGINEERS, 11/2016

12. AUXILIARY WATER SUPPLY SYSTEM (AWSS)

12.1 Existing AWSS Infrastructure

The SFPUC, in cooperation with the SFFD, owns and operates the Auxiliary Water Supply System (AWSS), a high-pressure, non-potable water distribution system dedicated to fire suppression that is particularly designed for reliability after a major seismic event. Currently there is an AWSS main in Evans Avenue which does not extend to Project frontage.

12.2 Potential AWSS Infrastructure

AWSS will be constructed east of the Project Site in Innes Avenue by the Candlestick-Hunters Point Shipyard Development. The AWSS Study dated January 23, 2009 included potential AWSS expansion areas extending AWSS from Evans Avenue along Innes Avenue to the eastern frontage of the Project Site, which could be connected to the Candlestick-Hunters Point Shipyard Development improvements.

12.3 AWSS Regulations and Requirements

New developments within the City must meet the fire suppression objectives that were developed by SFPUC and SFFD. The SFPUC and SFFD work with developers to determine post-seismic event fire suppression requirements during the planning phases of each project. Requirements will be determined based on building density, fire flow, pressure requirements, City objectives for fire suppression following a seismic event, and proximity of new facilities to existing AWSS facilities. AWSS improvements (if required) will be located in public right-of-way, on City property, or on private property within a public easement, as approved by SFPUC on a case-by-case basis.

12.4 AWSS Phasing

The Developer will design and install the new AWSS based on the principle of adjacency and as-needed to facilitate a specific proposed Development Phase and consistent with the requirements of the Project DA. Each new Development Phase will connect to the existing

systems as close to the edge of the Development Phase area as possible while maintaining the integrity of the existing system.

Impacts to improvements installed with previously constructed portions of the Project due to the designs of other phases will be Developer's responsibility and addressed prior to approval of the construction documents for the new Development Phase.

13. SEPARATED SEWER SYSTEM

13.1 Existing Sewer System

The Project Site is located in the City's MS4 area. Approximately half of the Project Site is located within the separate storm and sewer system area and the other half is within the combined sewer area. The existing separated sewer system in place consists of a 12-inch gravity line and a 6-inch sewer force main in Arelious Walker Drive.

13.1.1 Service Area

The Project Site is located on an approximately 23.1 acre site in the Bayview Hunters Point neighborhood, consisting of 6.2 acres of Open Space and 16.9 acres of private parcels and platted streets.

13.1.2 Existing Demands

Based on the October 13th, 2016 memorandum by Sherwood Design Engineers, the existing sanitary sewer generation averages 4,472 gallons per day and a maximum demand of 10 gallons per minute.

13.1.3 Gravity Collection System

The existing sewer system consists of a 12-inch gravity line which drains to the 21-inch combined sewer main in Innes Avenue, flowing east to west and ultimately increasing to a 30-inch main continuing west to the wastewater treatment plant at Arelious Walker Drive.

13.1.4 Pump Station

There is an existing pump station at the end of Arelious Walker Drive to pump wastewater into the force main for discharge into an SFPUC manhole at the intersection with Innes Avenue, which were never conveyed to the SFPUC and are currently unused (the lots created when Arelious Walker Drive was constructed have never been developed). There is no pump within the pump station; and the system will be demolished as part of the Project.

13.2 Proposed Sanitary Sewer System

Stormwater will be managed separately from wastewater as it is the intent to change the designation of the Project Site to be fully encompassed by the MS4 separate sewer area (see Section 14). To serve the Project, a dedicated sanitary sewer (SS) collection system will be constructed throughout the Project Site and will be offered for dedication to the SFPUC for ownership and maintenance.

As noted in Section 11, the project will either construct a DNWRS or will construct NPW reuse systems at each building. Should the Project not proceed with implementation of the DNWRS, NPW distribution mains will be temporarily connected to the LPW system located in Innes Avenue until RW is supplied to the Project Site by the City.

The current design assumes that a DNWRS will be constructed, and that the majority of the wastewater generated will be treated and reused in the on-site NPW system. The DNWRS will only treat wastewater needed to meet on-site NPW demands. Excess wastewater will be pumped to Innes Avenue for discharge to the City's sewer system in Innes Avenue.

Wastewater generation, collection infrastructure, and treatment and discharge volumes to City infrastructure for both scenarios are described in the following sections.

13.2.1 Drainage Areas

Due to the site topography, the Project Site will be divided into three main sewersheds, as shown in Figure 13.0. All sewersheds ultimately culminate at the location of the DNWRS. A diversion structure will route the required flow to serve non-potable demands to the DNWRS (See Section 11.2—Proposed Non-Potable System). One pump station, located adjacent to the DNWRS, will pump sewer flows that are not diverted to the DNWRS for on-site treatment to the existing sewer in Innes Avenue (See Section 13.2.4).

All gravity piping, force mains and pump stations will be sized to match anticipated sanitary sewer flows as further described in Sections 13.2.2 through 13.2.5.

13.2.2 Sanitary Sewer Flows

Wastewater generation is driven by potable and NPW demands outlined in Sections 10 and 11, respectively. Average Dry Weather Flows (ADWF) are assumed to be 95% of the total interior water demand (based on an average of 5% consumptive water uses across all building-use categories). ADWF, Peak Dry Weather Flows (PDWF), Average Wet Weather Flows (AWWF), and Peak Wet Weather flows (PWWF) are shown in Table 13.0. Detailed sanitary sewer flow calculations can be found in the Sanitary Sewer Master Plan.

TABLE 13.0: PROJECT SANITARY SEWER FLOWS

Parameter		Residential Project	Commercial Variant
Average Dry Weather Flows (ADWF),	95% of Interior Water Demand	148,570 gpd	112,580 gpd
Peak Dry Weather Flows (PDWF)	PDWF = 3 * ADWF	445,700 gpd	337,730 gpd
Average Wet Weather Flows (AWWF)	AWWF = ADWF + infiltration	175,990 gpd	139,990 gpd
Peak Wet Weather Flows (PWWF)	PWWF = PDWF + infiltration	473,120 gpd	365,140 gpd

13.2.3 Proposed Gravity Collection System

The public sewer systems will be designed per Subdivision Regulations and SFPUC standards. In subdivision processing, including the review and approval of Improvement Plans, the Developer shall propose the precise location and final design of the wastewater systems. This proposal shall be consistent with this Infrastructure Plan and regulatory requirements, including the SFPUC design standards and specifications.

A conceptual layout and preliminary sizing of the proposed wastewater collection system is shown on Figure 13.0. The minimum allowable SS pipe size (8 inches) will be sufficient to convey PWWF for the majority of the gravity SS mains throughout the Project Site. The maximum pipe size is 12 inches. Refer to the Sanitary Sewer Master Plan (SSMP) for detailed information on sanitary sewer design criteria, hydraulic calculations and methodology.

13.2.4 Pump Station

One pump station is currently proposed and will be sized to convey the peak flow as described below. The proposed pump station will be located adjacent to the DNWRS, at the termination point for all on-site sewer lines. This station will pump sewer flows that are not diverted to the DNWRS for on-site treatment into a force main that will connect to the existing combined sewer in Innes Avenue. The proposed pump station location is shown in Figure 13.0. The pump station shall be built to Hydraulic Institute (HI) standards and will include duplex pumps, alarm systems and integrated emergency backup power.

The pump station and force main will be sized to handle the PWWF for the Project at full-buildout to ensure both have adequate capacity to accommodate all wastewater production during times when there is limited demand for NPW or the DNWRS is taken off line for maintenance. PWWFs for the entire Project are presented in Table 13.2 and will require installation of a 6-inch force main between the pump station and Innes Avenue.

TABLE 13.2: PUMP STATION AND FORCE MAIN PEAK FLOW RATES

Contributing Sewershed	Force Main Pipe Diameter (in)	Project Scenario	PWWF (gpm)	PWWF Total Dynamic Head (ft)
All	6	Residential	329	60.1
		Commercial	254	66.7

In the event that the pump station fails, adequate storage will be included for two days of the peak day volume.

13.2.5 On-Site Treatment

A DNWRS is proposed in the location shown on Figure 13.0. The wastewater treatment process will meet California Code of Regulations (CRC). The treated wastewater must meet SF Department of Public Health's water quality requirements for blackwater per Health Code Article 12C for tertiary disinfected NPW intended for unrestricted reuse application including: landscape irrigation, cooling tower make-up and toilet flushing. Monitoring of

and reporting on treatment performance as well as system controls and operations will meet local and state standards.

Average daily flows to be treated at the DNWRS are driven by the Project Site's NPW demands; the remaining site-generated wastewater will be discharged to the City's combined sewer. Alternatively, this wastewater could be treated for export offsite in a district scale NPW reuse scheme. This water would be available for neighboring park parcels or others to purchase, and would require an agreement with adjacent owners/projects if the system is private operated.

Table 13.3 indicates the anticipated average daily flows treated on-site versus discharged off-site to the public sewer. Detailed analysis is included in the SSMP.

TABLE 13.3: ON-SITE TREATMENT AND DISCHARGE TO CITY SEWER

	Residential Project	Commercial Variant
On-site Treatment, gpd (% of Total Site WW)	74,030 (48%)	92,804 (76%)
Discharge off-site, gpd (% of Total Site WW)	81,609 (52%)	28,999 (24%)

13.2.6 Solids Management

The management of solids will be carefully considered as part of the DNWRS design. It is anticipated that screenings will be washed and compacted as part of the unit operation. These solids, consisting of items such as rags and plastics, will be contained in a roll-off bin system and hauled offsite periodically. Should an activated sludge process be selected, primary sedimentation will not be required and the majority of the solids produced will be biological solids wasted from the activated sludge process. In this case, a waste activated sludge pumping system would return these solids to the municipal sanitary sewer system for treatment at the Southeast Treatment Plant. Should a fixed film process (e.g., recirculating packed bed filter, treatment wetlands) be selected, the majority of solids produced onsite will be primary solids. These solids would be periodically removed from primary sedimentation tanks via pump-out ports. These solids can be removed from the

site in vactor trucks or liquefied and pumped into the municipal sanitary sewer based on a mutually agreed upon arrangement between the Developer and the City.

13.3 Separated Sewer System Phasing

The Developer will design and install the new sanitary sewer system based on the principle of adjacency and as-needed to facilitate a specific proposed Development Phase and consistent with the requirements of the Project DA. The new Development Phase will connect to the existing systems as close to the edge of the Development Phase area as possible while maintaining the integrity of the existing system for the remainder of the Project. Repairs and/or replacement of the existing facilities necessary to support the proposed Development Phase will be designed and constructed by the Developer. Temporary sanitary sewer may be constructed and maintained by the Developer as necessary to maintain service to existing buildings.

13.4 Ownership & Maintenance

All sanitary sewer conveyance and pump station infrastructure will be publicly owned and located within the public ROW, City-owned property, or a utility easement. All utility easements and fee dedications will require SFPUC review and approval on a case-by-case basis.

Ownership of on-site wastewater treatment infrastructure (DNWRS, diversion structure and associated infrastructure) will be determined during the first Development Phase; several arrangements are possible and will be evaluated as the Project progresses. All ownership and O&M arrangements will comply with requirements of Article 12C of the City and County of San Francisco Health Code. The ownership and maintenance alternatives being evaluated include:


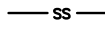
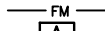






- 3rd Party: The Developer would be responsible for contracting a 3rd party to own and operate the DNWRS. The Community Facilities District would pay for on-going operation of the DNWRS by the 3rd party contractor.

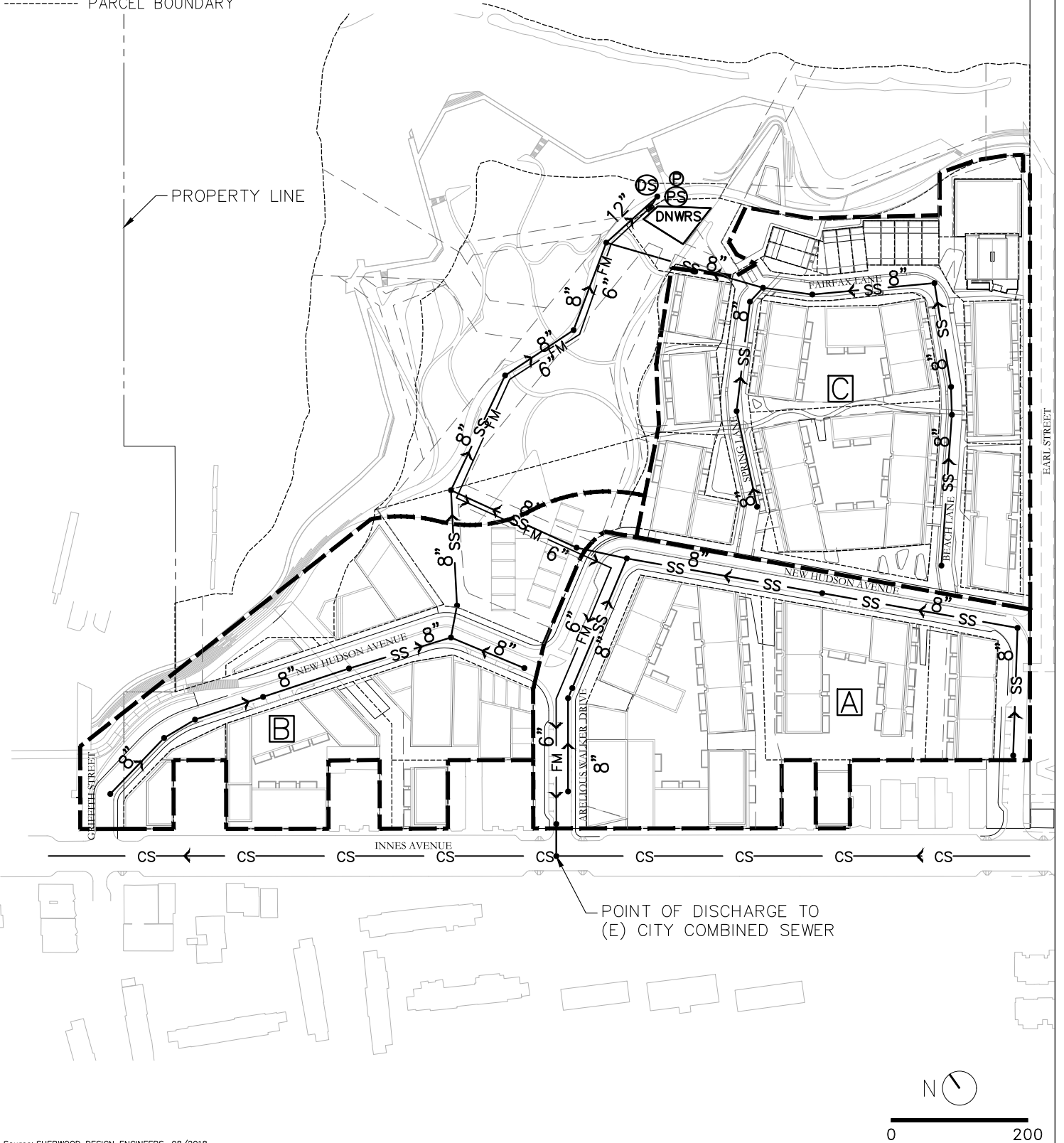
- City owned & operated: The DNWRS would be offered for dedication to SFPUC and, if accepted, the SFPUC would own and maintain the facility.

In the event that at the time of infrastructure permitting recycled water is available to the Project, on-site wastewater treatment infrastructure would likely not be constructed. In this alternative, recycled water would be provided via this presumably public infrastructure.

In all scenarios, all SS conveyance infrastructure will be publicly owned and located within the public ROW, public utility easement, or MOU. The pump station will be publicly owned and located on property owned in fee by the City.

LEGEND

-  SEWERSHED BOUNDARY
-  SEWER GRAVITY PIPE
-  SEWER FORCE MAIN
-  SEWERSHED ID
-  PUMP STATION
-  DIVERSION STRUCTURE
-  SANITARY SEWER MANHOLE
-  PARCEL BREAK/EASEMENT/MOU (SEE FIGURE 8.0)
-  PARCEL BOUNDARY



Source: SHERWOOD DESIGN ENGINEERS, 08/2018

14. STORMWATER SYSTEM

14.1 Existing Stormwater System

The Project Site is primarily undeveloped and the entire site slopes to the north from Innes Avenue toward the Bay. This slope varies from five to ten percent between Innes Avenue and the New Hudson Avenue right-of-way, where it then flattens to between one and two percent. The dry land portions of the site terminate at an eight- to ten-foot high embankment at the edge of the Bay. Within the flatter area below New Hudson Avenue, several small mounds of dumped fill rise between 15 and 20 feet above the surrounding terrain, all located on the east side of Arelious Walker Drive.

Approximately half of the Project Site, including all of Arelious Walker Drive, is currently located within the MS4 area, as designated by the SFPUC. The only storm drain infrastructure on the site is a series of catch basins and 12-inch storm drain line in Arelious Walker Drive. This line flows downhill to an inactive pump station inside a locked utility fence adjacent to the Bay, from which the project survey indicates a 14-inch force main connects this system up to the Innes Avenue combined sewer at the intersection with Arelious Walker Drive.² There is an existing 36" concrete stormwater outfall located just north of Arelious Walker Drive extending through existing wetlands adjacent to the San Francisco Bay. It is uncertain if this structure is in use. The structure will be demolished as part of the Project. Given that the Arelious Walker Drive storm drain system is the only existing facility on the undeveloped portions of the Project Site, the majority of rainfall is currently either absorbed into the ground or runs off as overland sheet flow to the Bay shoreline. There are no records of storm drain connections for the existing improved properties, but it is assumed the runoff from building roofs and front yard areas is discharged through lateral connections to the Innes Avenue combined sewer. Because the terrain drops away sharply from Innes, the rear portions of these

¹ It is noted that a pumped stormwater connection to the City sewer is not consistent with the SFPUC Separate Sewer (MS4) Area designation that covers nearly half of the Project Site, including all of Arelious Walker Drive, thus confirming the fact that these improvements were never conveyed to the SFPUC.

lots most likely drain north to the vacant part of the site and the Bay. The existing storm drain infrastructure described above is shown in site survey included in Appendix A.

14.2 Proposed Storm Drain System

The Project plans to collect all stormwater runoff in a storm drain network for discharge to the San Francisco Bay (The Bay). This will require expanding the extent of the City's NPDES Phase II Municipal Separate Storm Sewer System (MS4) Permit. The MS4 permit sets the stormwater treatment requirements per the San Francisco Bay Region of the California Regional Water Quality Control Board (CRWQCB). The Project proposes to change the MS4 boundary such that the Project Site is fully encompassed by the MS4 permit to discharge treated stormwater to The Bay. The Developer is responsible for initiating and completing the application, providing a schedule and plan, and identifying all new outfalls.

Stormwater conveyance infrastructure is described in this section; Section 15 includes further detail on stormwater quality management.

14.2.1 Drainage Areas

The Project consists of multiple blocks of mixed-use development, with residential and commercial buildings surrounding courtyards built on podiums, as described in Section 1. These improvements, which include new public roadways on both existing and reconfigured right-of-ways, will be spread along the entire Innes Avenue frontage and extend almost to the Bay along the Project Site's easterly boundary. The remainder of the Project will be a combination of public and privately owned open space (referred to as "The Big Green") along the Bay shoreline and in the northwestern part of the Project Site. Table 14.0 summarizes the planned land cover for both the Commercial and Residential variants described in Section 1, which do not vary despite the difference in land use.

TABLE 14.0
Proposed Land Cover

	Pervious Area		Impervious Area		Total Area	
	Ac	%	Ac	%	Ac	%
Developed Areas ¹	1.7	10%	15.4	90%	17.1	100%
India Basin Open Space	5.4	90%	0.6	10%	6.0	100%
¹ "Developed Areas" includes private parcels and Public Right-of-Way. A more detailed breakdown is included in Table 15.0.						

The Project Site is divided into four main watersheds, labeled A-D in Figure 14.0. The conveyance system, outfall locations and water quality features associated with watershed are summarized below. Specific design criteria and methodology for sizing of collection and stormwater conveyance systems are detailed in the Stormwater Collection and Treatment Master Plan.

Watershed A:

Stormwater runoff from watershed A will be conveyed in a gravity storm drain system sized to convey the 5-year storm event and discharge to the Bay at outfall Y. Water quality events requiring treatment will be diverted to the Big Green for treatment in centralized bioretention areas. Runoff from storm events exceeding the 5-year event up to the 100-year event will flow overland through public streets and across the Big Green and discharge into the Bay.

Watershed B:

Stormwater runoff from watershed B will be conveyed in gravity storm drain pipe network. Stormwater runoff from watershed B will be conveyed in gravity storm drain pipe network sized to convey the 5-year storm event to outfall Y. Within Watershed B, runoff from the water quality events will be diverted to the Big Green for treatment in a centralized bioretention basin. Due to site grading considerations, Watershed B may require a stormwater treatment pump station to convey the water quality event to the centralized bioretention basin in the Big Green. Flows in excess of the 5-year storm event, up to the 100-year storm event, will be conveyed overland within public streets to the low point on

the west end of New Hudson Avenue (Figure 14.1). From this low point, stormwater will be routed safely through an overland flow easement to discharge into the Bay.

Watershed C:

Stormwater from private parcels in Watershed C will be directed to private bioretention facilities to receive treatment prior to entering the piped storm drain system. Stormwater runoff from the Shared Public Way ROW (See Figure 8.3) will be treated in publicly owned roadside bioretention planters prior to entering the piped storm drain system. See figure 15.2 for a typical roadside bioretention detail. Storm events exceeding the water quality event will bypass into a gravity storm drain system sized to convey the 100-year storm. The storm drain system serving watershed C will discharge to the Bay at outfall Y. The storm drain system within watershed C is designed to convey the 100-year storm (rather than the 5-year storm) because the Shared Public Way street design limits overland conveyance of large storms within the street section.

Watershed D:

Stormwater from private parcels in Watershed D will be directed to private bioretention facilities to receive treatment prior to entering the piped storm drain system. Stormwater runoff from the Shared Public Way ROW will be treated in publicly-owned roadside bioretention areas (Figure 15.2) prior to entering the piped storm drain system. As within Watershed C, the Shared Public Way street design proposed in this area necessitates a collection and conveyance system sized to convey the 100-year storm.

The Big Green:

Stormwater runoff within the Big Green will be collected into the piped storm drain system, designed to handle the 5-year storm event.

14.2.2 Stormwater Collection System

A summary of the storm drain system is provided below. Refer to the Stormwater Collection and Treatment Master Plan for detailed information on collection and conveyance system design, hydraulic criteria and modeling.

Collection and Piped Conveyance System

A separate storm drain system (carrying no wastewater) will be constructed in all proposed streets within the Project Site sized to convey, at a minimum, the 5-year storm (See Figure 14.0). Piped storm drain conveyance in the "Flats," will be designed to carry the runoff from a 100-year storm given that the Shared Public Way street design proposed for this area will limit opportunities for overland conveyance of large storms.

All piped conveyance infrastructure will be designed to meet National, State and City requirements. The location of catch basins and drainage inlets within public streets, as well as minimum pipe sizes required to accommodate runoff from a 5-year storm, will be in accordance with SFPW and SFPUC requirements. Discharge of runoff from all storm events will be to the Bay at two proposed outfalls, described below.

Overland Flow (100-yr Flood Event)

The street sections are designed to have the capacity to convey runoff from the 100-year storm event, without overtopping the street's curbs and flooding private property. The exceptions are Spring, Beach and Fairfax Lanes in "The Flats" (Watershed C & D) where, due to the Shared Public Way street design described in Section 8, the piped collection and conveyance system are sized for the 100-year storm event. These streets only need to be designed to have the capacity to convey the flow resulting from a water main break within the street section (under the assumption that the nearest inlet could be entirely blocked). Table 14.1 includes the design flow in comparison to street capacity for the street sections shown in Figure 14.0.

At downhill cul-de-sacs and sumps, overland surface drainage channels located within dedicated easements/MOU shall be provided if necessary to convey water safely to the

Bay and prevent flooding of adjoining property. See Figure 14.1 for the overland release strategy. Easements require SFPUC approval on a case-by-case basis.

Within the Big Green (RPD-owned land), the developer will work out the necessary rights to ensure overland flow paths are maintained within this land.

Table 14.1
Overland Flow Calculations

Section ID (Figure 14.1)	Street Name	100-yr Peak Flow Q (cfs)	Water Main Break Q (cfs)	Street Capacity Q _{max} (cfs)
1	New Hudson Avenue	29.5*	10	29.6
2	Arelious Walker	4.8	10*	27.7
3	Earl Street	1.8	10*	27.7
4	Spring Lane	NA (Storm drain sized to carry flow)	10*	17.4
5	Beach Lane		10*	15.2
6	Fairfax Lane		10*	10.5

*Indicates controlling flow condition

14.2.3 Stormwater Treatment Pump Station

Due to grading and earthwork constraints, a stormwater treatment pump station may be needed to lift the water quality storm event into the centralized bioretention basin located within the Big Green. The inclusion of a treatment pump station will be avoided if possible, and will require approval by the City during the Master Utility Plan review and approval process. If a stormwater treatment pump station is needed, it would be privately owned and maintained with funds from the Community Facilities District (CFD), along with Big Green stormwater quality infrastructure (See Section 14.5).

A diversion structure (Figure 14.1) will be designed to divert the water quality storm events to the potential stormwater treatment pump station, while bypassing higher flows directly to the gravity conveyance system discharging at Outfall Y. The peak flow rate that would need to be conveyed by the treatment pump station is estimated to be 0.92 cfs (415 gpm), pending SFPUC review and approval.

14.2.4 Outfalls

Two outfalls are proposed to be constructed along the shoreline. The recommended outfall elevation for both outfalls is 9.0-feet NAVD88. This elevation ensures the outfalls will be accessible and maintainable at current the Mean Tide Level of 3.3-feet, as well as at future Mean Tide Level considering the highest projections of SLR for 2100 (66-inches), which corresponds to a future Mean Tide Level of 8.8-feet.

The outfall elevation and design also considers the existing shoreline condition and elevation of the marsh plain. Both outfalls will be designed as direct pipe discharges, and include appropriate measures for shoreline erosion protection. The proposed outfall elevation is high enough to allow for installation of 1 to 2-feet of riprap for energy dissipation, and low enough to minimize the potential for erosion at the transitional slope from the Big Green down to the Marsh Plain.

See Figure 14.3 for schematic details of the two proposed outfalls. The developer is responsible for permitting all new outfalls.

14.2.5 Trash Capture

The Project must comply with Track 1 of the State Water Board's adopted Trash Amendments. To comply, full capture systems shall be included throughout the entire stormwater system to control trash from being discharged into receiving waters. Full capture systems for storm drains are defined as treatment controls (either a single device or a series of devices) that trap all particles 5 mm or greater and has a design treatment capacity that is either: a) of not less than the peak flow rate, Q , resulting from a one-year, one-hour, storm in the sub-drainage area, or b) appropriately sized to, and designed to carry at least the same flows as, the corresponding storm drain.

All trash capture designs shall be incorporated into all design submittals for review and approval by SFPUC Regulatory Compliance Staff. Prior to installation the full capture systems must be certified by the Executive Director, or designee, of the State Water Board. Uncertified systems will not be accepted by the City. To request certification, the Developer

shall work with the SFPUC to develop a certification request letter, including supporting documentation, to the State Water Board's Executive Director. The Executive Director or designee is responsible for issuing a written response either approving or denying the proposed certification.

14.3 Sea Level Rise Monitoring and Adaptation

Refer to Section 5 of this report for a description of the anticipated SLR elevations.

The storm drain design considers the highest projections of SLR for 2100 (66 inches). The system is designed to discharge by gravity under these future conditions, while maintaining the hydraulic gradeline (HGL) at a minimum of 2 feet below the ground surface as required by the Subdivision Regulations. Additional description of the system and hydraulic modeling is provided in the Stormwater Collection and Treatment Master Plan.

14.4 Storm Drain System Phasing

The Project will design and install the new SD System based on the principle of adjacency and as-needed to facilitate a specific proposed Development Phase and consistent with the requirements of the ProjectDA. Each new Development Phase will connect to the existing systems as close to the edge of the Development Phase area as possible while maintaining the integrity of the existing system for the remainder of the Project. The outfall associated with the storm drain conveyance system shall be constructed in the same phase. Repairs and/or replacement of the existing facilities necessary to support the proposed Development Phase will be designed and constructed by the Developer. Temporary SD connections may be constructed and maintained by the Developer as necessary to maintain service to existing buildings.

14.5 Ownership and Maintenance

The primary conveyance features of the storm drain system are proposed as publicly owned and maintained utility lines, inclusive of the outfalls to the Bay. Within the public streets in Watersheds A & B, the public storm drain system will collect all private parcel and public ROW runoff and convey it to water quality treatment facilities located within the Big Green. All

stormwater collection infrastructure, including the overflow to the Bay, will be publicly owned and located within public utility easements when not located within a public right of way.




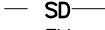


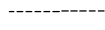



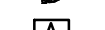


Water quality facilities (after the diversion structure) within the Big Green will be privately owned and maintained by the Project subject to an easement. These centralized bioretention facilities will provide treatment of the water quality storm event in accordance with RWQCB standards, and as described in Section 15. All storm drain pipes located downstream of the public streets, including the outfalls connecting the treatment facilities to the Bay, will be publicly owned and located in public utility easements.

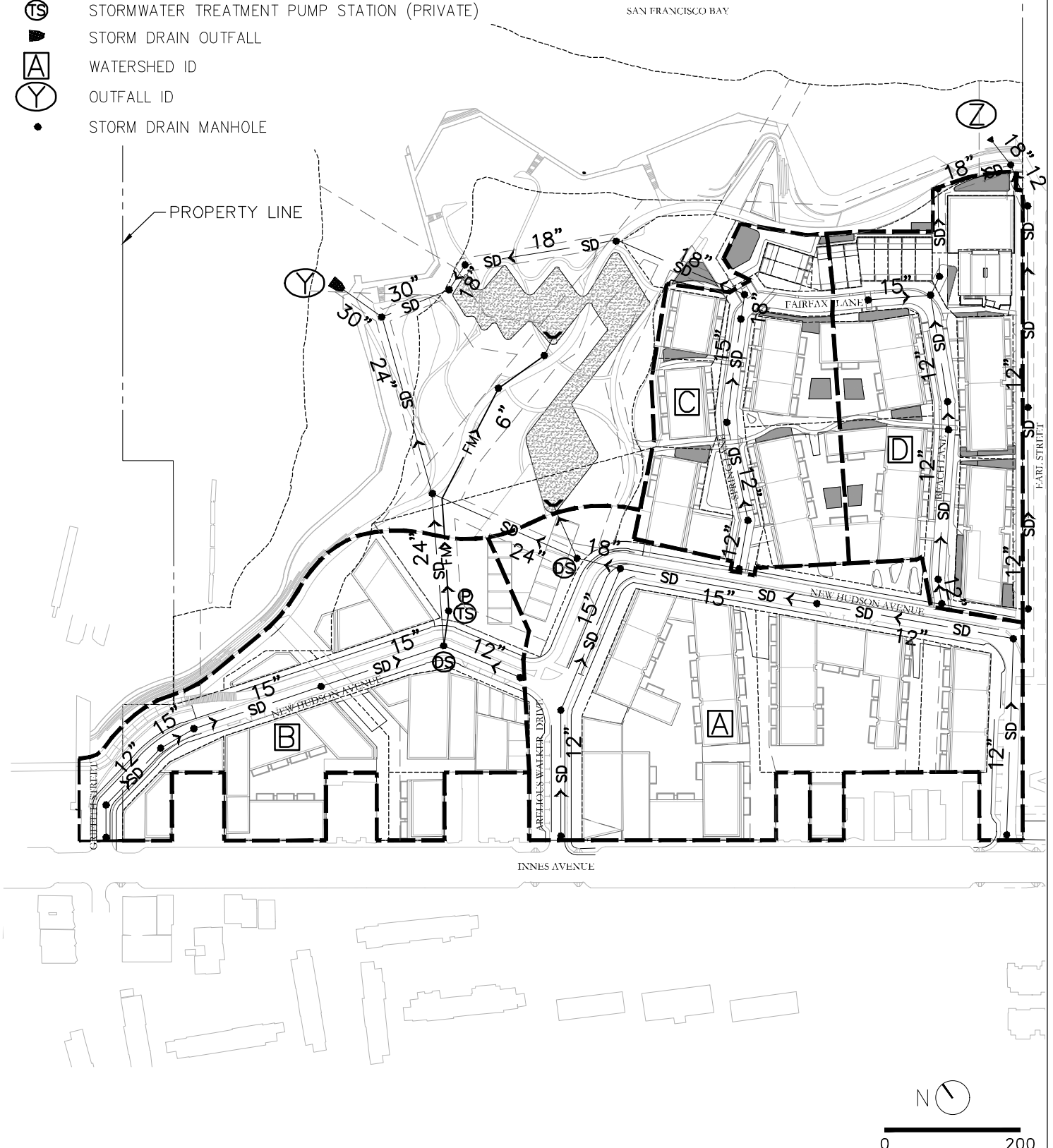
Within Watersheds C & D, runoff from private parcels will be treated in LID BMPs within the development, and then discharged to public storm drains located in adjacent public right-of-ways. The parcel-based BMPs and associated storm drain connection laterals will be privately owned and maintained by the project. Runoff from public right-of-ways will be treated in roadside bioretention planters and will be publicly owned and maintained.

All public utility easements require SFPUC approval on a case-by-case basis.

Ongoing maintenance of all privately owned stormwater infrastructure will be paid for by the maintenance entity (Community Facilities District) set up by the Developer and subject to approval from the City.








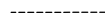
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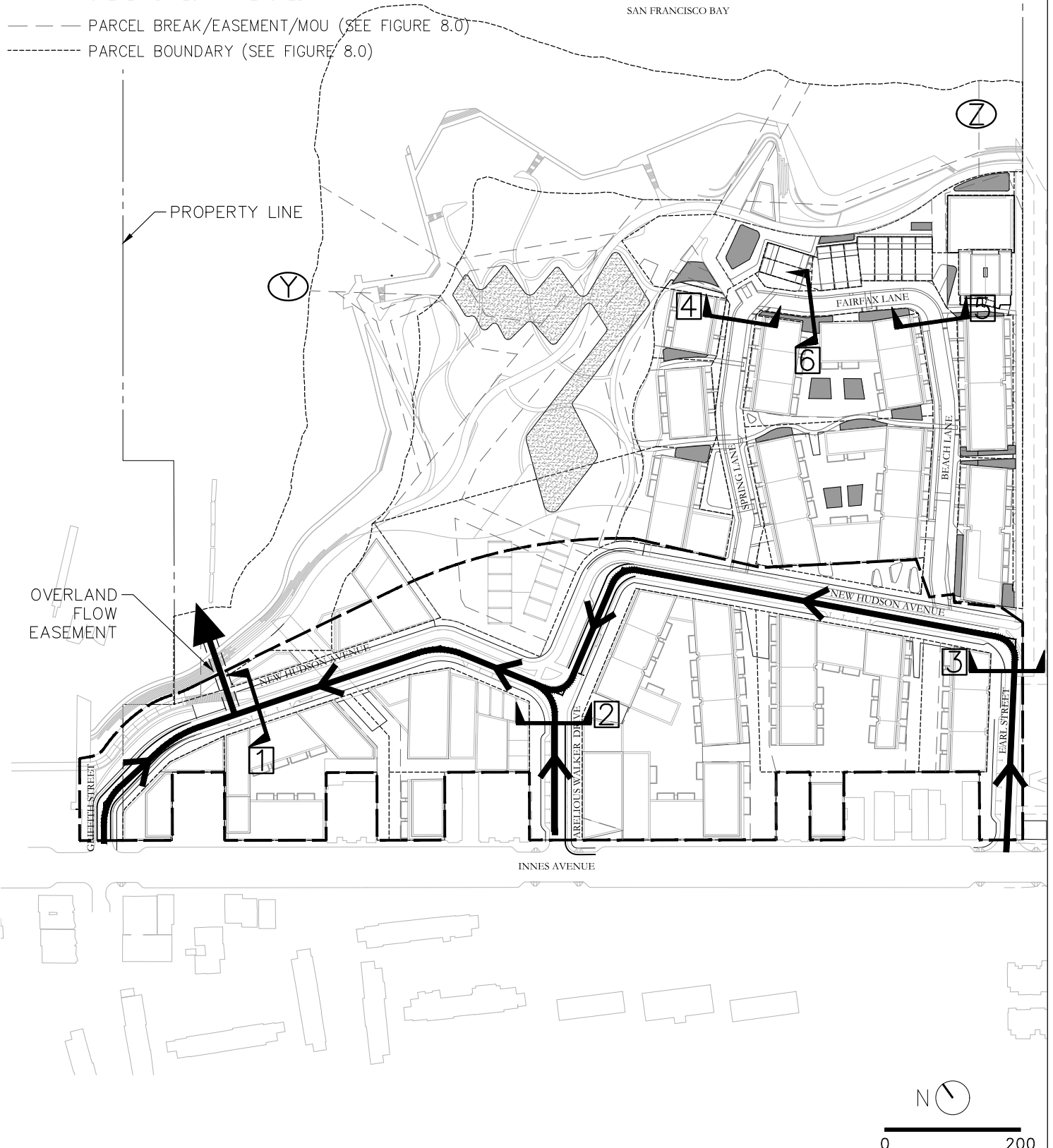
-  WATERSHED BOUNDARY
-  DECENTRALIZED BIORETENTION (PRIVATE)
-  CENTRALIZED BIORETENTION (PRIVATE)
-  STORM DRAIN
-  STORM DRAIN FORCE MAIN
-  PARCEL BREAK/EASEMENT/MOU (SEE FIGURE 8.0)
-  PARCEL BOUNDARY (SEE FIGURE 8.0)
-  STORM DRAIN DIVERSION STRUCTURE
-  STORMWATER TREATMENT PUMP STATION (PRIVATE)
-  STORM DRAIN OUTFALL
-  WATERSHED ID
-  OUTFALL ID
-  STORM DRAIN MANHOLE



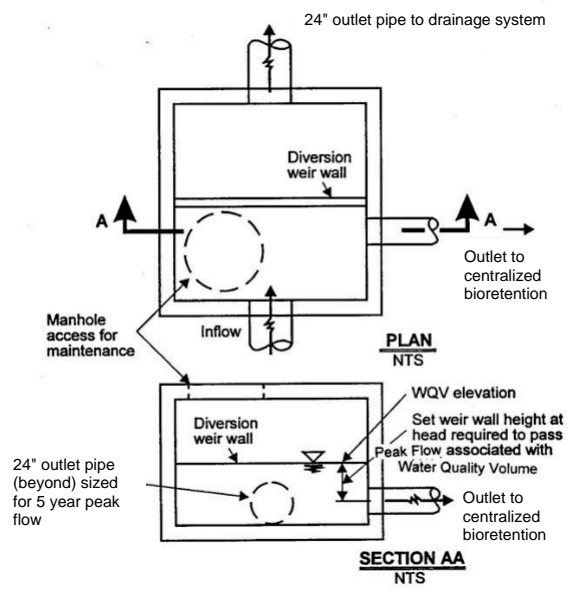
Source: SHERWOOD DESIGN ENGINEERS, 08/2018

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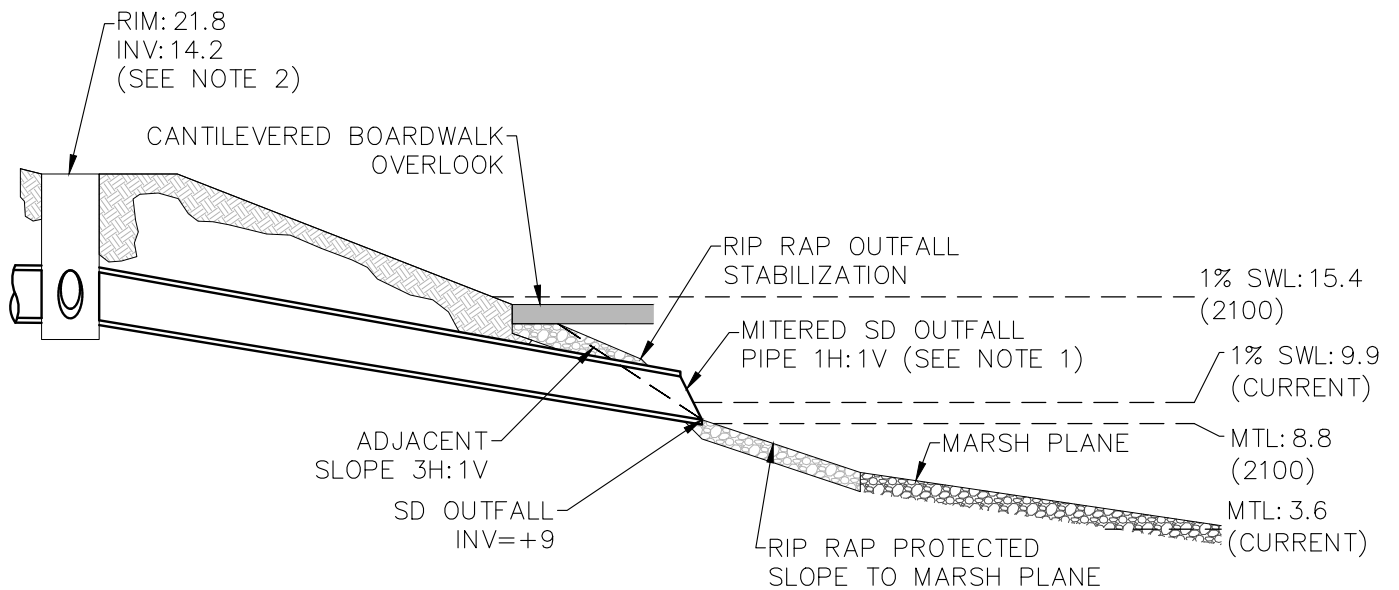
-  OVERLAND RELEASE
-  DECENTRALIZED BIORETENTION (PRIVATE)
-  CENTRALIZED BIORETENTION (PRIVATE)
-  PIPED STORM DRAIN OUTFALL ID
-  STREET SECTION ID (SEE FIGURES 8.2 & 8.3)
-  OVERLAND FLOW WATERSHED
-  PARCEL BREAK/EASEMENT/MOU (SEE FIGURE 8.0)
-  PARCEL BOUNDARY (SEE FIGURE 8.0)



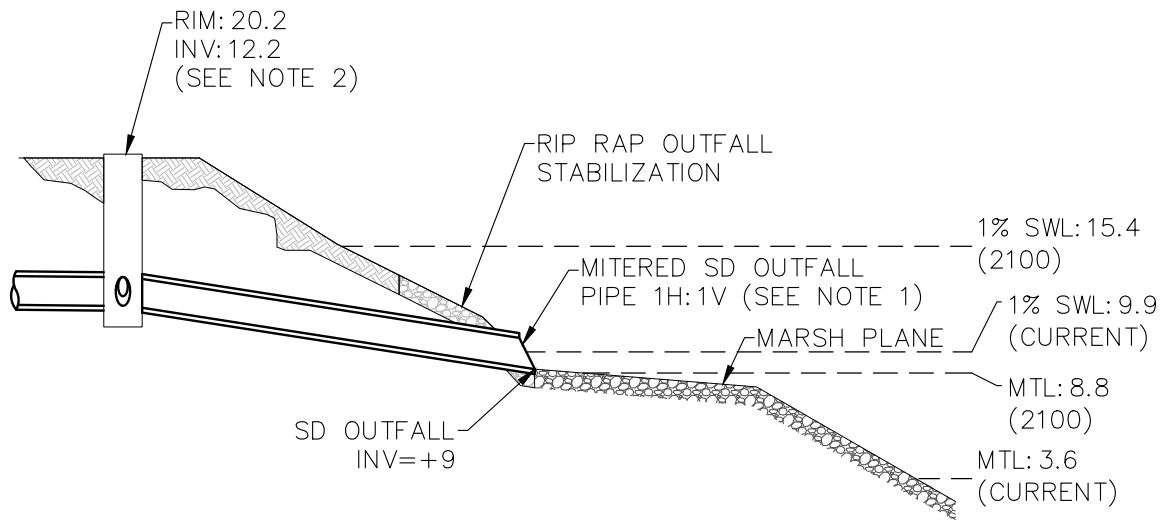
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STORM DRAIN DIVERSION STRUCTURE
SCALE: NTS



OUTFALL Y



OUTFALL Z

NOTES:

1. CONCRETE WINGWALLS OR OTHER APPROVED STABILIZATION METHOD REQUIRED AT OUTFALL.
2. TRASH CAPTURE REQUIRED UPSTREAM OF FINAL MH PRIOR TO OUTFALL STRUCTURE.
3. TIDEFLEX GATE (OR APPROVED EQUAL) REQUIRED TO PREVENT FLOW FROM THE BAY.
4. GRATES REQUIRED AT END OF PIPES TO RESTRICT ENTRANCE.

PROJECTED TIDE ELEVATIONS WITH SEA LEVEL RISE					
TIDE BENCHMARK	SLR	MEAN LOW WATER (MLW)	MEAN TIDE LEVEL (MTL)	MEAN HIGHER HIGH WATER (MHHW)	1% STILL WATER LEVEL (1% SWL)
CURRENT	--	0.7	3.3	6.5	9.9
2100	66 in	6.2	8.8	12.0	15.4

NOTE: ALL ELEVATION VALUES ON NAVD88 DATUM



0 200

15. STORMWATER MANAGEMENT

15.1 Existing Stormwater Management System

There is no existing Stormwater Management System.

15.2 Proposed Stormwater Management System

Stormwater will be treated prior to discharge, primarily through biofiltration, in accordance with SFPUC and Regional Water Quality Control Board requirements. Estimated treatment areas in Table 15.0 are based on planning level calculation to achieve full compliance with the SMO and achieve treatment volume for the 90% percentile 24-hour storm. It is expected the total area needed for biofiltration will be between four and five percent of the total Project Site, or between 1 and 1.2 acres. See Figure 15.0. The piped storm drainage network, described in Section 14, will convey storm water from the watersheds to water quality facilities.

All stormwater treatment facilities are currently designed as lined bioretention basins. Per the Project's geotechnical report, the lower portions of the site, which are all underlain by significant amounts of imported fill, are likely susceptible to liquefaction and lateral spreading. As a result, it is conservatively assumed that concentrated infiltration of stormwater could worsen these conditions. Additionally, there are concerns with stormwater infiltration given the potential of contaminated and/or poorly draining soils in these areas. For these reasons, all bioretention facilities will be lined and include a perforated underdrain to convey treated stormwater to storm drain outfalls permitted through a California State Water Resource Control Board MS4 permit.

All stormwater bioretention facilities will be designed per SFPUC design standards. These features will treat urban runoff through the vertical flow of water from a ponded surface through planting and amended soils at a rate of 5 inches per hour per local regulations.

Centralized Treatment at the "Big Green"

Runoff generated from the water quality storm event generated from both public streets and private parcels between Innes Avenue and New Hudson Avenue (Watersheds A and

B), will be treated in the centralized bioretention basins A and B, located within the private open space in the northwest quadrant of the site (see Figure 15.0). Because the centralized treatment facilities on the Big Green will be designed and sized to provide treatment for all runoff from watersheds A and B, the developer will not be required to provide any stormwater treatment measures on their private parcels within those watersheds.

Decentralized Treatment:

In Watersheds C and D, treatment for private parcels will occur in decentralized facilities distributed throughout the watersheds (See Figure 15.2 and 15.3). Runoff from private parcels will be treated separately from public ROW runoff.

Private parcels: Runoff from private parcels will be treated in privately owned decentralized stormwater quality BMPs integrated into the site design. Depending on the location, these treatment areas could be designed as either bioretention basins at-grade or bioretention planters on podium (Figure 15.1), or other acceptable treatment BMP per SFPUC review and approval. These features will include overflows to bypass storm events larger than the water quality event into the gravity storm drain system, which is sized to convey the 100-year storm.

Figure 15.1 includes typical details for bioretention treatment on private parcels.

Shared Public Way ROW: Stormwater runoff from the Shared Public Ways will be treated in publicly-owned roadside bioretention planters with curb inlets along the gutter. The water quality event will be diverted into these bioretention planters for treatment prior to entering the piped storm drain system. The roadside bioretention planters will be designed as in-line facilities with no overflow structure. Trench drain outlets on the downstream end of the planters will allow stormwater to overflow back into the street once they reach maximum ponding elevation. During storm events exceeding the water quality event, the planters will fill up with stormwater which will bypass additional stormwater along the gutter and directly into storm drain catch basins and gravity storm drain system sized to collect the 100-year storm.

Figure 8.3 indicates the location of the roadside bioretention in the Shared Public Ways. Figure 15.2 includes typical details for roadside bioretention planters. Depending on the width of the roadside bioretention planters, it is anticipated that the planters will be located along approximately 30 to 45% of the total roadway length (Table 15.0).

Table 15.0
Planning-Level Water Quality Summary

Water-shed ID	Watershed Area sf	Impervious Area ¹ sf	Pervious Area sf	Runoff Volume Requiring Treatment cu ft	Estimated Required Treatment Area ² sf	Estimated Proposed Treatment Area sf
Centralized Treatment (private parcels and public ROW)						
A	281,900	253,700	28,200	15,997	12,000	-
B	197,200	177,500	19,700	10,793	8,400	
Total	479,100	431,200	47,900	26,790	20,400	33,000
Decentralized Treatment (Private Parcels only)						
C	103,200	93,000	10,200	6,264	4,380	7,600
D	131,900	118,900	13,300	7,884	5,580	9,600
Total	235,100	211,900	23,500	14,148	9,960	16,000
Decentralized Treatment (Shared Public Way ROWs: Spring, Fairfax & Beach Lanes)						
Water-shed ID	Roadway Length ft	Bioretention Planting Width ft	Required Treatment Area sf	% of Road Length %		
C	540	3.5	790	42%		
		5	850	30%		
D	590	3.5	860	42%		
		5	890	30%		
¹ Assumed 90% impervious area for preliminary calculations. Pervious areas include landscaping on grade, planters on podium and other pervious surfaces specified in the SFPUC <i>MS4 BMP Sizing Calculator for Water Quality</i> . ² Minimum area required for water quality treatment to meet RWQCB MS4 requirements						

15.3 Sea Level Rise Monitoring and Adaption

Refer to Section 5 of this report.

15.4 Stormwater Management Phasing


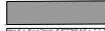




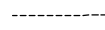
The Developer will design and install stormwater management facilities in accordance with the SMO for each Phase. The phasing will be based on the principle of adjacency and as-needed to facilitate a specific proposed Development Phase and consistent with the requirements of the Project DA. The new Development Phase will connect to the existing systems as close to the edge of the Development Phase area as possible while maintaining the integrity of the existing system for the remainder of the Project. The centralized treatment facilities must be fully operational prior to the acceptance of any privately or publicly managed development areas; including acceptance of associated public ROW improvements by the City, or Certificate of Completion (CFC) of associated private parcels. The outfall associated with the storm drain conveyance system must be constructed in the same phase. Repairs and/or replacement of the existing facilities necessary to support the proposed Development Phase will be designed and constructed by the Developer. Temporary SD connections may be constructed and maintained by the Developer as necessary to maintain service to existing buildings subject to City approval. The project team will submit a 'Green Infrastructure and Construction Phasing a Sequencing Plan' for review and approval by the SFPUC as part of the associated Stormwater Control Plan.

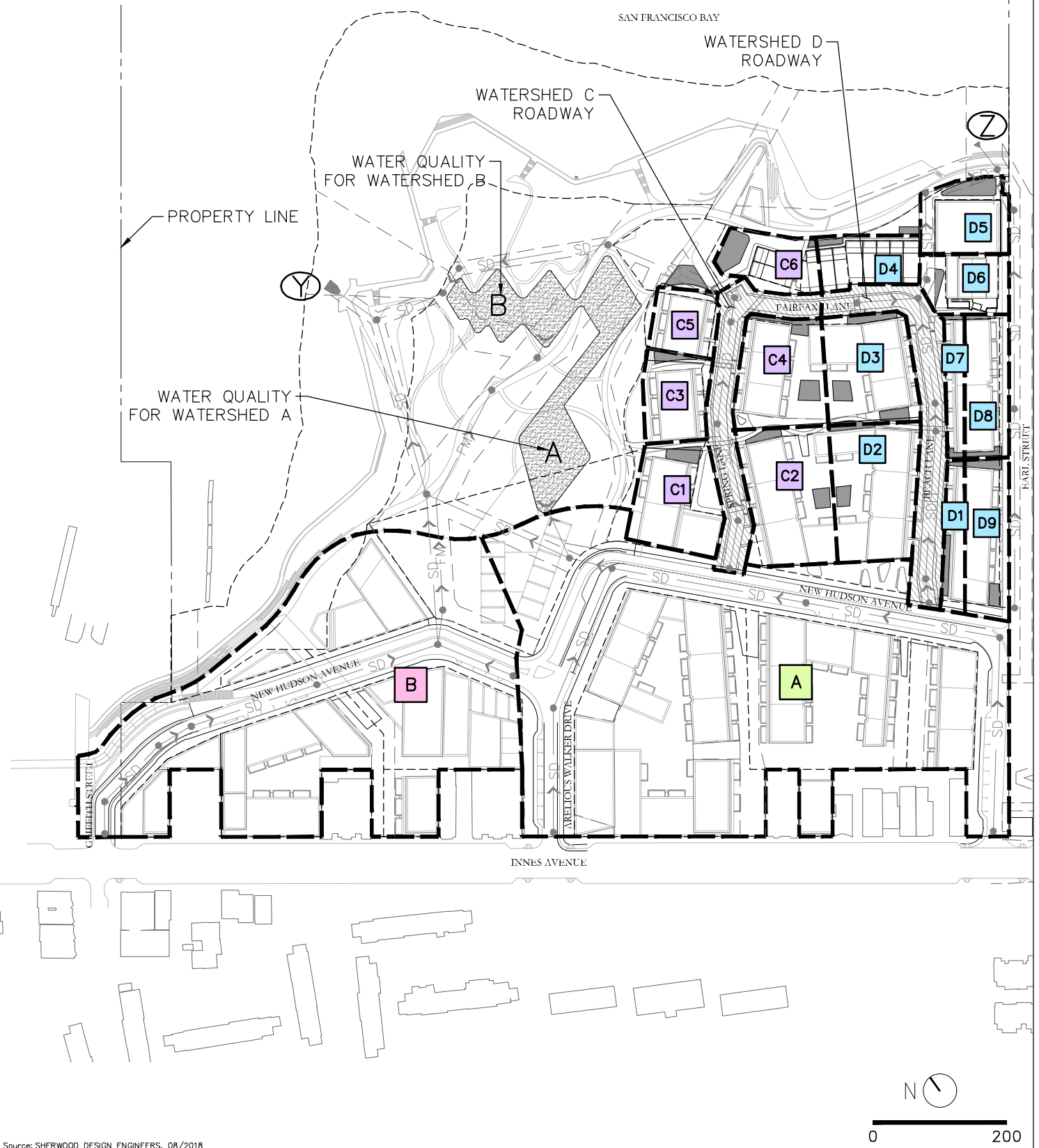
15.5 Ownership & Maintenance

The centralized water treatment facility in the Big Green will be privately owned and operated. Decentralized bioretention facilities on private parcels within watersheds C&D (The Flats) will also be privately owned and operated. Roadside bioretention planters in Shared Public Way ROWs will be publicly owned and maintained. These planters are located within, and treat stormwater runoff from the public right-of-way only.

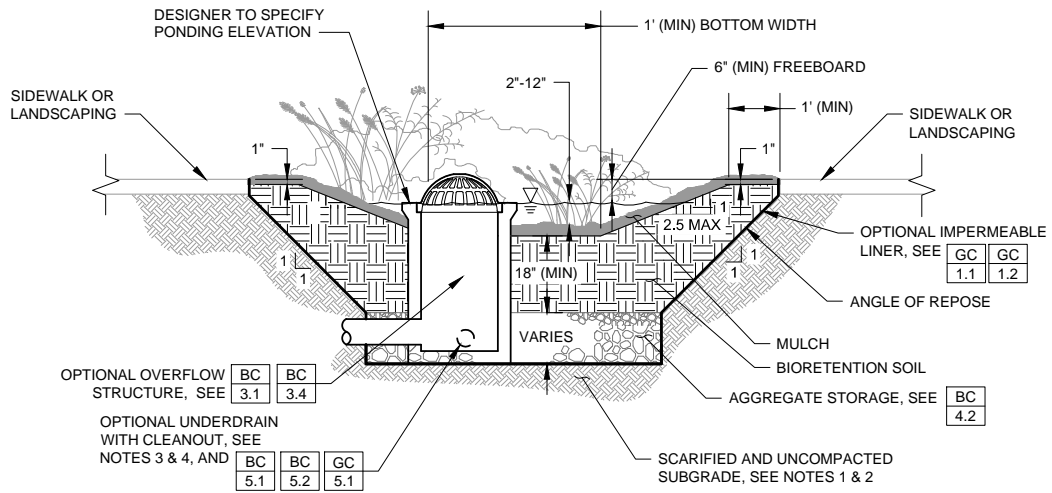
See Section 14.5 for further information on ownership and maintenance of the storm drain system.

LEGEND

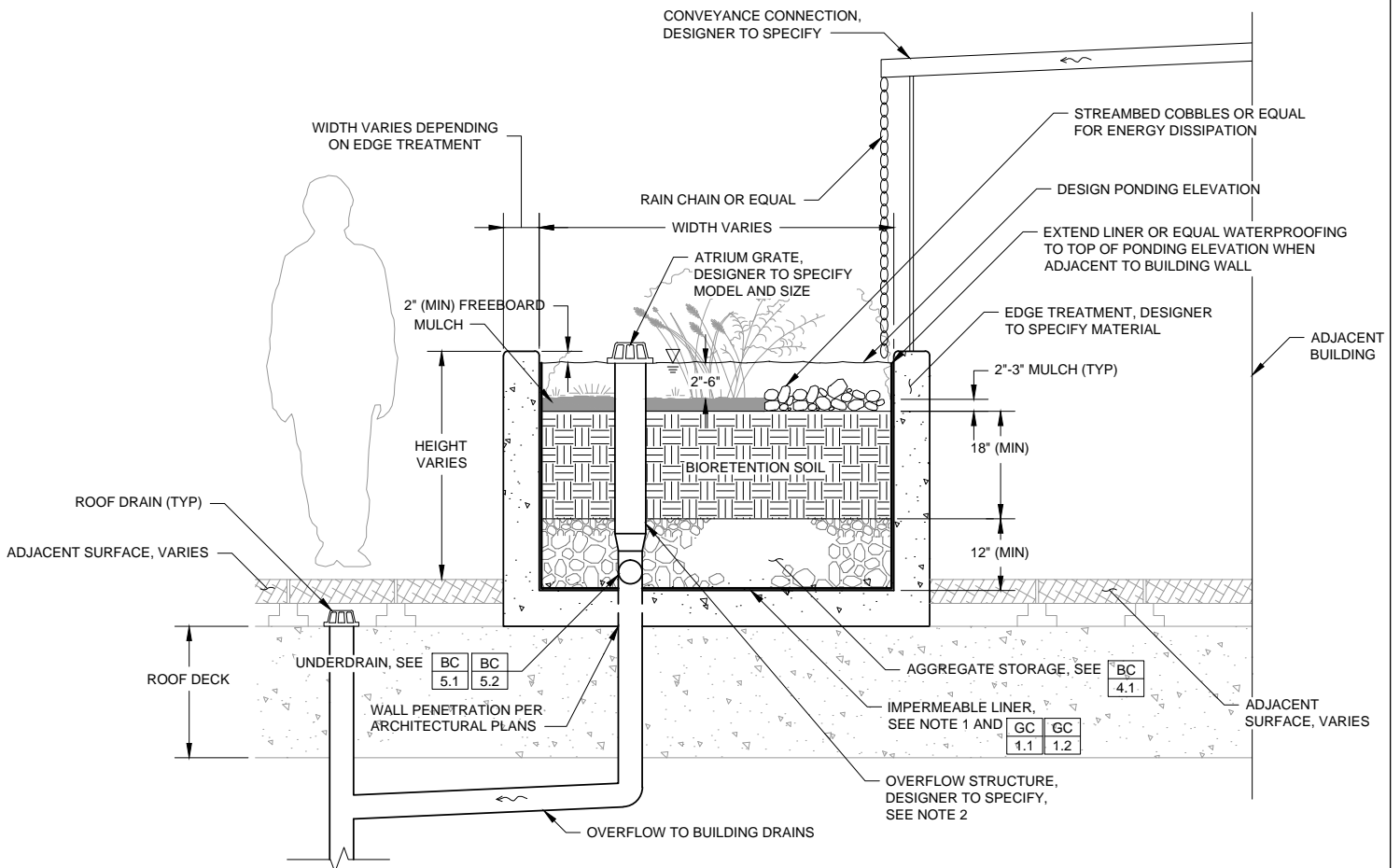
-  DRAINAGE MANAGEMENT AREA BOUNDARY
-  DECENTRALIZED BIORETENTION (PRIVATE)
-  CENTRALIZED BIORETENTION (PRIVATE)
-  RIGHT OF WAY BIORETENTION (PUBLIC)
-  DRAINAGE MANAGEMENT AREA ID (SEE TABLE 15.0)
-  PARCEL BREAK/EASEMENT/MOU (SEE FIGURE 8.0)
-  PARCEL BOUNDARY



Source: SHERWOOD DESIGN ENGINEERS, 08/2018



SFPUC GREEN STORMWATER INFRASTRUCTURE TYPICAL DETAIL BB 2.1
BIORETENTION BASIN (PARCEL SECTION)
 SCALE: NTS



SFPUC GREEN STORMWATER INFRASTRUCTURE TYPICAL DETAIL BP 5.7
BIORETENTION PLANTER (PLANTER ON STRUCTURE SECTION)
 SCALE: NTS

16. DRY UTILITY SYSTEMS

16.1.1 Existing Dry Utility Systems

16.1.2 Electric

Existing 12kV distribution utilities in the greater subject Project area are served from Pacific Gas and Electric (PG&E) Substation P. Within the Project site there are overhead and underground PG&E 12kV distribution systems and overhead and underground secondary distribution and service systems for various voltages below 600V.

16.1.3 Natural Gas

The site is currently served from an existing 4-inch PG&E gas main on Innes Avenue.

16.1.4 Communication

Existing AT&T and Comcast facilities exist on Innes Avenue in underground duct banks. Existing City of San Francisco Communication Department of Technology Information Services (DTIS) facilities consist of overhead lines and cables in underground conduits.

16.1.5 Proposed Dry Utility Systems

The Developer's Infrastructure obligations include the design and construction of the proposed dry utility systems to serve the development, as shown on Figure 16.0.

16.1.6 Electric

Energy delivery for the Project will be served from SFPUC PE 12kV local distribution systems. Off-site electric distribution improvements for SFPUC utilities may be necessary when existing system thermal limitations, reliability criteria, and economical capacities are exceeded. This is subject to utility perceived limitations. Off-site improvements for PG&E provided WDT capacity may include additional substation transformer capacity, distribution feeder additions, larger conductors and or new local circuits as required. Off-site improvements for SFPUC PE may include application to PG&E for an increase of WDT capacity at their Innes Avenue and Earl Street WDT switchgear location, as well as some or all of the improvements mentioned above.

Noteworthy is the communication of realistic anticipated loads to the SFPUC early in the development process, so that any system improvement work may be identified, designed and constructed to meet occupancy dates as required. PG&E overhead 12kV facilities exist on the Innes Avenue Project frontage. Undergrounding these facilities may be required as a condition of project approval, and would be done so per the applicable CPUC Rule 20 tariff.

Advanced planning of the SFPUC electric distribution system should include PG&E undergrounding on Innes Avenue, and integration or separation/demarcation of facilities owned by separate utilities, to avoid conflicts in service.

SFPUC PE on-site project distribution system interconnection points shall be provided on the periphery of the Project Site; per the SFPUC PE Rules and Regulations Governing Electric Service, Distribution Line Extensions and Service Line Extensions. Electric distribution facilities of adequate capacity that provide interconnection on the periphery or limits of the Project should be provided by the SFPUC at no cost to the developer. This includes design, construction and land rights procurement for any electric utility distribution improvements off-site. Please note that SFPUC is sensitive to the investment of capital to provide service where load is speculative. Some negotiation or cost sharing may be necessary for atypical load forecasts.

The total cumulative peak coincident power demand (design) for the Project at full build out is about 5.4 MVA (design) for the residential variant; and 7.2MVA (design) for the commercial variant. This value is based on interpretation of general use data provided and historical PG&E load data for the project specific climate zone. Two SFPUC PE 12kV distribution interconnections (feeders) are suggested for reliability if the projected peak demand is realized. These loads will be phased in over a period of approximately 6 years as the Project builds out.

16.1.7 Natural Gas

The gas distribution system is planned to be an element of a joint or common trench system which would include electric, phone, cable TV and streetlight facilities. The joint trench distribution system is shown on Figure 16.0. On some streets, in order to provide 10 feet between proposed building structures and gas piping systems, gas mains may require separation from the joint trench into a gas-only trench. The Developer will be responsible for construction of gas mains within the proposed roadway network.

16.1.8 Communication

The communications systems are planned to be an element of a joint trench or common trench system which would include electric, gas and streetlight facilities.

AT&T, Comcast and DTIS will provide new service for proposed improvements as participants in the joint trench system. Facilities will be placed in franchised areas. The Project will be responsible for trench cost to accommodate AT&T, Comcast and DTIS as well as AT&T and DTIS substructures. Some of the Project AT&T costs may be reimbursable based on applied tariffs. Comcast will provide the placement of their facilities at their own expense.

16.1.9 District Microgrid and Renewable Energy Variants

Solar photovoltaic arrays could be located on various project rooftops and interconnected with a proposed Project microgrid system to serve as a site-side (demand side) distribution system capable of balancing captive supply and demand resources. The Project microgrid would reduce energy losses in transmission and distribution, increasing efficiency of the electric delivery system. The Project microgrid can be backed up by the Project electric system and would not necessarily supply all Project demand. If the Project proceeds with this variant, Developer shall comply with all additional legislative and regulatory requirements.

16.2 Dry Utility Phasing

The Project will design and install the new Joint Trench (JT) system based on the principle of adjacency and as-needed to facilitate a specific proposed Development Phase and consistent with the requirements of the Project DA. The new Development Phase will connect to the existing systems as close to the edge of the Development Phase area as possible while maintaining the integrity of the existing system for the remainder of the Project. Repairs and/or replacement of the existing facilities necessary to support the proposed Development Phase will be designed and constructed by the Developer. Temporary JT may be constructed and maintained by the Developer as necessary to maintain service to existing buildings subject to City approval.

LEGEND

- PROJECT SITE BOUNDARY
- 700 INNES PROPERTY LINE
- LOT LINE
- PR JOINT TRENCH

SAN FRANCISCO BAY

INDIA BASIN
OPEN SPACE

BIG
GREEN

PUBLIC
MARKET

SPRING LN

FAIRFAX LN

BRANCH LN

NEW HUDSON ST

NEW HUDSON ST

ABELLOUS WALKER DR
NEW HUDSON ST

GRIFFITH ST

EARL ST

INNES AVENUE

DRAWING NAME: K:\Eng\140089\DWG\Exhibits\Infrastructure Plan\PLOTTED SHEETS\Figure 16.0 JT.dwg
PLOT DATE: 05-17-16 PLOTTED BY: asdc

Source: BKF ENGINEERS, 11/2016



0 200

ATTACHMENT A

India Basin – Public Infrastructure Design Exceptions and Modifications

Date: 07/24/2018 **BKF Job Number: 20140069**

Deliver To: Courtney Pash, Build
Victoria Lehman, Build

From: Ryan Bernal, BKF
Mona Sadeghian, BKF

Subject: India Basin – Public Infrastructure Design Exceptions and Modifications

The following memorandum summarizes the proposed India Basin Development Street and Utility Infrastructure that would require design modifications or exceptions to City and County of San Francisco design standards and specifications. Incorporation of these design modifications and exceptions into the project is predicated on a careful review of site constraints, enhancing pedestrian, bicycle and vehicular circulation and safety, and sustainable infrastructure goals. Additional information and context on the design components included below can be found in India Basin Infrastructure Plan (IP) and Design Standard and Guidelines (DSG).

I. Streets and Transportation Infrastructure

Designed for consistency with the City and County of San Francisco Better Streets Plan (BSP) and the San Francisco Subdivision Regulations (Subdivision Regulations), the India Basin Development includes an integrated street network blending pedestrian, bicycle, and vehicular modes of travel with enhanced infrastructure and amenities. In an effort to provide a safe and sustainable streetscape environment, proposed infrastructure elements would require design modifications and exceptions to the Subdivision Regulations, which are outlined below. Typical street sections are included in the Roadway and Utility Section Supplement submitted concurrently with this document.

A. Components of Public Streets

i. Sidewalk Width

Streets have varied sidewalk widths depending on adjacent land uses, connections to open spaces, bicycle facilities, stormwater treatment requirements, and loading needs that are accommodated within the right-of-way. The following streets have sidewalks with irregular or varying widths.

Earl Street Sidewalk width varies within the project boundary and will extend outside the boundary into the future Northside Park in order to maintain a 6' clear throughway.

[Subdivision Regulations, Page 55, Appendix B, XII - Recommended Design of Streets, Blocks, and Lots, Section B – Constituent Parts, 2 - Sidewalks.]

ii. **Curb Heights**

City Standard curb heights will be installed generally throughout the site. The following Streets are proposed with non-standard curb types to facilitate enhanced pedestrian circulation:

- Beach Lane
 - 4-inch curb and gutter on the South side of the street
 - Flush curb on the North side of the Street
- Fairfax Lane
 - 4-inch curb and gutter on the West side of the street
 - Flush curb on the East side of the Street
- Spring Lane
 - 4-inch curb and gutter on the South side of the street
 - Flush curb on the North side of the Street
- New Hudson Avenue
 - Mountable curbs at Median – Delineates the bicycle lanes from the vehicular travel lanes
 - 4-inch curb adjacent to the bicycle lane

[Subdivision Regulations, Page 68, Appendix B, XIV-Recommended Types of Pavement, Section D – Curbs.

Standard Curbs as presented in CCSF DPW Standard Plans are 6 to 8-inches.]

iii. **Paving Surfaces**

Alternative paving materials may be used for new roadways and sidewalks if approved by SFDPW. Potential non-standard materials include asphalt wearing surface over Class 2 aggregate base, decorative concrete paving, unit pavers, and porous paving. Alternative materials proposed will be owned by SFDPW and maintained by an Independent Maintenance Entity to be established by the project.

iv. **Traffic Restrictions**

Traffic studies indicate that the project's internal streets will be low-traffic volume streets. On SPW where heavy traffic volumes are not anticipated, vehicular traffic shall only be permitted one-way northbound, from intersection of New Hudson and Beach Lane, through Fairfax Lane and Spring Lane.

B. Traffic Calming

Proposed traffic calming elements for the project street rights-of-way include raised intersections, raised crosswalks, bulb-outs, and narrowed lane widths to accommodate bicycle infrastructure and promote lower speeds.

i. **Raised Intersections and Raised Crosswalks**

As part of the pedestrian and bicycle focused planning, traffic calming elements are proposed to improve non-vehicular traffic safety and access. At raised crosswalk and intersection locations, the street pavement areas will be raised as much as 6 inches to match the adjacent curb heights. In addition, decorative treatments and enhanced paving are proposed to provide a visual cue

to drivers and increase visibility of pedestrians and bicyclists. Final grades are dependent on overland release feasibility studies to be completed as part of the Master Utility Plans and final Construction Documents.

Raised intersections are proposed at the following locations:

- The intersection of Arelious Walker, New Hudson Avenue

Raised crosswalks are proposed at the following locations:

- Griffith Street at New Hudson Avenue
- Hudson Street midblock at Cove Terrace
- New Hudson-Avenue at North corner of Parcel H1
- New Hudson Avenue mid-block
- New Hudson Avenue at Earl Street

[Standards for raised intersections and crosswalks do not exist and will require review and approval by the SFPW]

II. Utility Infrastructure

A. Utility Layout Requirement Modifications

Due to constraints within the project site, modifications to standard spacing, and locations of utilities will be requested. A design exception to utility standards and requirements must be approved by the department with authority over each utility. The sanitary sewer system, storm drainage system, Low Pressure Water system, Auxiliary Water Supply System, and Non-Potable Water system's non-standard design may receive authorization per the process outlined in the Subdivision Regulations. Approval of this Infrastructure Plan does not constitute authorization of any utility-related design exceptions.

i. Shared Public Way

Due to the narrow Right of Way widths in the Share Public ways:

- Sewer and Storm Drain mains are installed at 3.5-foot minimum separations and Manholes are offset to avoid conflicts, as shown on Utility Section Supplement
- Non-Potable water main is placed under the sidewalk
- Sewer manhole is less than 4-feet away from face of curb
- Domestic water line is less than 4.5-feet away from face of curb

[Subdivision Regulations, Page 61, Appendix B, XII- Recommended Design of Streets, Blocks, and Lots, Section B - Constituent Parts, 10 - Utility Separation, Diagram 2 - Surface utilities designed with a separated sewer system.]

B. Stormwater Collection & Management

i. Shared Public Ways:

- **Stormwater Collection:** Because of the aforementioned non-standard street design in the Shared Public ways, these streets (Beach, Fairfax and Spring Lanes) will not have the capacity to convey the 100-year storm event overland within the street section as required by the Subdivision Regulations. As such, the stormwater collection and conveyance system is designed for the 100-year storm event, rather than the standard 5-year event. Inlet spacing and pipe sizes are designed to accommodate the larger storm event.
- **Stormwater Treatment:** Stormwater from the Shared Public Ways (Beach, Fairfax and Spring Lanes) will be treated in public roadside bioretention planters designed in accordance with City standards. Due to the shared street design, these roadside planters will be located at back-of-sidewalk, rather than the standard location between the street and the sidewalk. This configuration will require trench drains to cross the sidewalk at several locations. All trench drain grates/covers will comply with ADA accessibility requirements.

[Subdivision Regulations, Page 63, Appendix B, XIV – Recommended Types of Pavements, Section C - Street Guidelines, 5 - Surface Drainage]

ii. Big Green Centralized Treatment:

- Stormwater runoff from the public rights-of-ways New Hudson Avenue and Arelious Walker Drive will be collected together with untreated stormwater runoff from private parcels south of New Hudson Avenue. Stormwater treatment for the combined public/private runoff will occur in a private centralized bioretention facility located within the Big Green. Water quality facilities within the Big Green will be privately owned and maintained by the project. Ongoing maintenance of all privately owned stormwater facilities will be paid for by the maintenance entity (Community Facilities District) set up by the Developer.

C. Sanitary Sewer System

- The project proposes a diversion structure to withdraw sewage from the public sanitary sewer system to supply the proposed Decentralized Non-potable Water Reuse System (DNWRS).

[Standards for this diversion structure do not exist and will require review and approval by the SFPUC.]

III. San Francisco Fire Department Exceptions

The exceptions mentioned hereafter have been discussed and coordinated with the Fire department and are documented in the San Francisco Fire Department Exceptions Memorandum.

A. Shared Public Ways

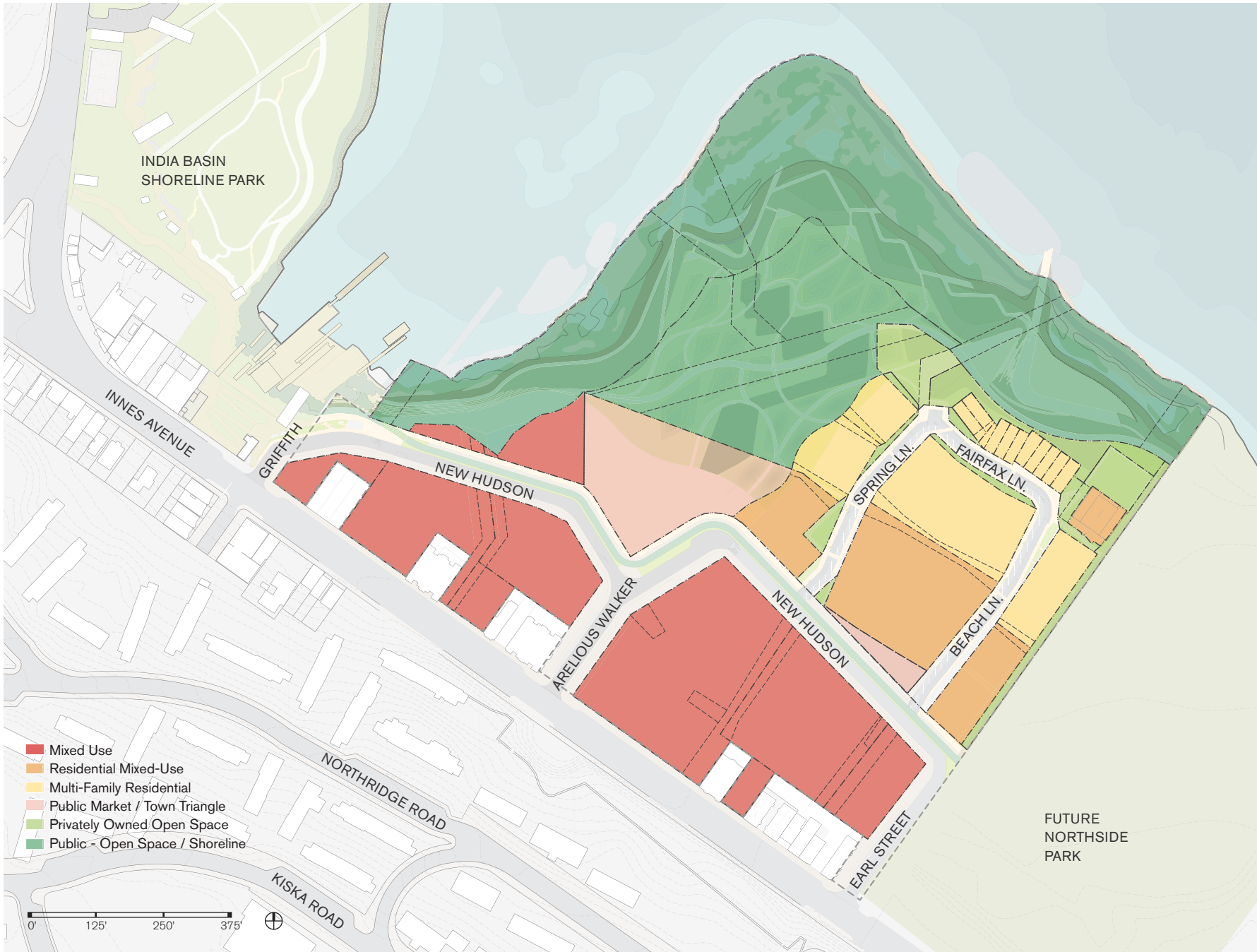
- Trees to be planted within the 26' Emergency Vehicle Staging (Staging) zone but outside of the 20' Emergency Vehicle Access (EVA) zone. Trees are to be spaced at 100' to allow staging between trees.
- The 26' wide Staging zone may overlap with the 6' wide pedestrian throughway, however the 20' wide EVA does not overlap with the dedicated pedestrian zone.
- Shared Public Way is to be a one way vehicular street.
- Passenger drop off zones are to be provided within the 20' wide EVA.

B. Earl Street

- A 23' wide continuous EVA will be provided through Earl Street. Buildings will be served by a 26' wide staging area on adjacent streets: New Hudson Avenue and Innes Avenue.

EXHIBIT J

Land Use Plan



- Mixed Use
- Residential Mixed-Use
- Multi-Family Residential
- Public Market / Town Triangle
- Privately Owned Open Space
- Public - Open Space / Shoreline

0' 125' 250' 375'

INDIA BASIN
SHORELINE PARK

INNES AVENUE

GRIFFITH

NEW HUDSON

ARELIOS WALKER

EARL STREET

SPRING LN.

FAIRFAX LN.

BEACH LN.

NORTHRIDGE ROAD

KISKA ROAD

FUTURE
NORTHSIDE
PARK

EXHIBIT K

MMRP

EXHIBIT I: MITIGATION MONITORING AND REPORTING PROGRAM

AUTHORITY

This Environmental Mitigation Monitoring and Reporting Program (MMRP) has been prepared pursuant to California Environmental Quality Act (known as CEQA [Public Resources Code Sections 21000 et seq.]) Section 21081.6 to provide for the monitoring of mitigation measures required of the India Basin Mixed-Use Project, as set forth in the Draft Environmental Impact Report (Draft EIR) prepared for the Project. This report will be kept on file in the offices of the San Francisco Planning Department (Planning Department), 1650 Mission Street, Fourth Floor, San Francisco, CA, 94103.

If any mitigation measures are not being implemented as to any property within the project site, the Agency and/or City may pursue corrective action against the responsible party for such property identified in Table 1 of this MMRP. Penalties that may be applied include, but are not limited to, the following: (1) a written notification and request for compliance; (2) withholding of permits; (3) administrative fines; (4) a stop-work order; (5) criminal prosecution and/or administrative fines; (6) forfeiture of security bonds or other guarantees; and (7) revocation of permits or other entitlements. These corrective actions shall only be applied against the applicable responsible party identified in Table 1 of this MMRP. To the extent any mitigation measure applies to all project sponsors, the corrective actions shall only be applied against the applicable project sponsor for the affected property for which the mitigation measure is not being implemented.

MONITORING SCHEDULE

Prior to the issuance of building permits, while detailed development plans are being prepared for approval by Agency and/or City staff, Agency and/or City staff will be responsible for ensuring compliance with mitigation monitoring applicable to the project construction, development, and design phases. Agency and/or City staff will prepare or cause to be prepared reports identifying compliance with mitigation measures. Once construction has begun and is underway, monitoring of the mitigation measures associated with construction will be included in the responsibilities of designated Agency and/or City staff, who shall prepare or cause to be prepared reports of such monitoring no less than once a month until construction has been completed. Once construction has been completed, the Agency and/or City will monitor the project as deemed necessary.

CHANGES TO MITIGATION MEASURES

Any substantive change in the monitoring and reporting plan made by Agency and/or Planning Department staff shall be reported in writing to the City Environmental Review Officer. Reference to such changes shall be made in the monthly/yearly Environmental Mitigation Monitoring Report prepared by Planning Department staff. Modifications to the mitigation measures may be made by Planning Department staff subject to one of the following findings, documented by evidence included in the record:

1. The mitigation measure included in the Draft EIR and the Mitigation Monitoring and Reporting Program is no longer required because the significant environmental impact identified in the Draft EIR has been found not to exist, or to occur at a level which makes the impact less than significant as a result of changes in the project, changes in conditions of the environment, or other factors.

OR

2. The modified or substitute mitigation measure to be included in the Mitigation Monitoring and Reporting Program either provides corrections to text without any substantive change in the intention or meaning of the original mitigation measure, or provides a level of environmental protection equal to or greater than that afforded by the mitigation measure included in the Draft EIR and the Mitigation Monitoring and Reporting Program; and the modified or substitute mitigation measures do not have significant adverse effects on the environment in addition to or greater than those which were considered by the responsible hearing bodies in their decisions on the Final EIR and the proposed project; and the modified or substitute mitigation measures are feasible, and the Planning Department, through measures included in the Mitigation Monitoring and Reporting Program or other City procedures, can assure their implementation.

FORMAT OF MITIGATION MONITORING MATRIX

Table 1: Mitigation Monitoring and Reporting Program on the following pages identifies the environmental issue areas for which monitoring is required, the required mitigation measures, the timeframe for monitoring, and the responsible implementing and monitoring agencies. Table 2: Improvement Measure Monitoring and Reporting Program outlines optional measures that are intended to improve an impact that was found by the Planning Department to be less than significant. Improvement measures are not requirements, however, the project sponsors or the Planning Department may elect to implement them.

DEFINITIONS

City’s Environmental Review Officer—The Environmental Review Officer at the San Francisco Planning Department, referred to herein as “ERO.”

Project sponsors—BUILD, the San Francisco Recreation and Parks Department (RPD), or any other individual who or business that constructs urban land uses. This term shall be construed to mean the subsequent developer(s) who constructs or extends urban land uses through subdivision of land and construction or alteration of structures.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
MITIGATION MEASURES FOR THE INDIA BASIN MIXED-USE PROJECT				
Aesthetics Mitigation Measures				
<p>Mitigation Measure M-AE-3: Implement Good Lighting Practices</p> <p>The project sponsor of the 700 Innes property shall develop a lighting plan for that property, subject to approval by the Planning Department, to address light spillover during operation of the proposed project or variant. The lighting plan shall include the following measures, which would reduce the impact of new lighting sources at the 700 Innes property:</p> <ul style="list-style-type: none"> • Professionally recommended lighting levels for each activity shall be designed by a professional electrical consulting engineer to meet minimum illumination levels while preventing over-lighting and reducing electricity consumption. • The location, height, cutoff, and angle of all lighting shall be correctly focused on the project site to avoid directing light at neighboring areas. • Shielded fixtures with efficient light bulbs shall be used in uncovered parking areas to prevent any glare and light spillage beyond the property line. 	Project sponsor of 700 Innes property and contractor	Before the issuance of first temporary certificate of occupancy.	Planning Department to approve lighting plan, Department of Building Inspection to monitor contractor compliance.	Considered complete after construction activities for the applicable project sponsor have ended and the Department of Building Inspection has signed off on implementation of the final approved lighting plan.
Cultural Resources Mitigation Measures				
<p>Mitigation Measure M-CR-1a: Prepare and Implement Historic Preservation Plans and Ensure that Rehabilitation Plans Meet Performance Criteria</p> <p>The project sponsors shall retain a professional who meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History and is on the Planning Department's qualified consultant list. This professional shall prepare, and the project sponsors shall implement, a historic preservation plan (HPP) for each of the three historical resources identified on the project site. Each HPP shall consider the historic resource evaluation reports prepared for this project.</p> <p>The HPPs shall incorporate rehabilitation recommendations for protecting character-defining features of the historical resources to be retained and shall include the following elements:</p> <ul style="list-style-type: none"> • Historic Preservation Protective Measures. Each HPP shall be prepared and implemented to aid in preserving those portions of the historical resource that would be retained and/or rehabilitated as part of the project. The HPP shall establish measures to protect the character-defining features from construction equipment that may inadvertently come in contact with the resource. If deemed necessary upon further assessment of the resource's condition, the plan shall include the preliminary stabilization before 	Project sponsors/qualified engineer and/or architectural historian consultant at the direction of the ERO.	Prior to issuance of applicable site permits for each identified historical resource, a HPP shall be prepared. Planning Department Preservation staff shall review and approve the HPP.	A professional architectural historian who meets the Secretary of the Interior's Professional Qualifications Standards and is on the Planning Department's qualified consultant list shall provide progress reports on the implementation of the HPP to the Planning Department throughout the construction period. In addition, the project sponsors shall ensure that the contractor(s) follows the HPP.	Considered complete with regard to each applicable historic resource after construction activities implementing approved HPP for the affected historic resources have ended and the final progress report has been submitted and approved by the Planning Department.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>construction to prevent further deterioration or damage. Specifically, the protection measures shall incorporate construction specifications for the proposed project that require the construction contractor(s) to use all feasible means to avoid damage to historical resources, including but not necessarily limited to the following:</p> <ul style="list-style-type: none"> – staging equipment and materials as far as possible from historic buildings to avoid direct impact damage; – maintaining a buffer zone when possible between heavy equipment and historical resource(s) as identified by the Planning Department; – appropriately shoring excavation sidewalls to prevent movement of adjacent structures; – ensuring adequate drainage; and ensuring appropriate security to minimize risks of vandalism and fire. <ul style="list-style-type: none"> • Relocation Plan for 702 Earl Street. The HPP for 702 Earl Street shall include a relocation plan to be reviewed and approved by the Planning Department to ensure that character-defining features of the building will be retained. The relocation plan shall include required qualifications for the building relocation company ensuring that the relocation is undertaken by a company that is experienced in moving historic buildings of a similar size and/or structural system as 702 Earl Street. The relocation plan shall ensure that the building will be moved without disassembly and that the building will be separated from its existing foundation without irreparably damaging the character-defining historic fabric of the building. • Rehabilitation and Retention Plan for India Basin Scow Schooner Cultural Landscape. The HPP for the cultural landscape shall finalize the designs for the Shipwright’s Cottage, and the Tool Shed interpretative structure, if included in the final design. It shall also include a plan for rehabilitation of the Marineway rails. • New Construction and Maintenance Guidelines for the India Basin Scow Schooner Cultural Landscape. The HPPs for the India Basin Scow Schooner Cultural Landscape shall establish protocols for the ongoing protection of the character-defining features of the cultural landscape and guidelines to evaluate all future development proposals within the cultural landscape. These guidelines shall include the following: <ul style="list-style-type: none"> – New construction and site development within or adjacent to the India Basin Scow Schooner Boatyard Vernacular Cultural Landscape shall be compatible with the character of the cultural landscape and shall 				

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>maintain and support the landscape’s character-defining features.</p> <ul style="list-style-type: none"> – New construction shall draw its form, materials, and color palette from the historic texture and materials of the cultural landscape. – New construction shall be contextually appropriate in terms of massing, size, scale, and architectural features, not only with the remaining historic buildings, but with one another. – New construction shall comply with the Secretary of the Interior’s Rehabilitation Standard No. 9: “New Addition, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale and architectural features to protect the integrity of the property and its environment.” – A building and structural maintenance plan shall be developed to ensure that the character-defining structures of the cultural landscape are maintained. – A planting and landscape maintenance plan shall be developed to provide ongoing protection of character-defining landscape features of the cultural landscape that will be rehabilitated and/or protected by the project, such as open areas and circulation routes. The plan shall provide guidelines for landscape design within the cultural landscape that maintains the historic and industrial character of the landscape. <ul style="list-style-type: none"> • Salvage. Each HPP for the Shipwright’s Cottage and the India Basin Scow Schooner Cultural Landscape shall further investigate and incorporate preservation recommendations regarding the salvage of historic materials for reuse and/or interpretation. The recommendations in the HPPs shall include but not be limited to the following: <ul style="list-style-type: none"> – Materials to be salvaged from the interior of the Shipwright’s Cottage and recommendations for reusing those materials. – Materials to be salvaged from both contributing and noncontributing features of the India Basin Scow Schooner Boatyard Vernacular Cultural landscape, and recommendations for either incorporating such materials into the proposed new construction on the India Basin Shoreline Park property or otherwise reusing those materials. <p>For each HPP, the HPP, including any specifications, monitoring schedule, and other supporting documents, shall be incorporated into the site permit application’s plan sets. Planning Department Preservation staff shall review and approve the HPP before a site permit, demolition permit, or any other permit is issued by the San Francisco Department of Building Inspection for</p>				

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>the rehabilitation of historical resources.</p> <p>The Planning Department shall not issue building permits associated with historical resources until Preservation staff concur that the designs conform to the SOI Standards for Rehabilitation, except for the Tool Shed interpretive structure and the Boatyard Office Building, if included in the final design. Should alternative materials be proposed for replacement of historic materials, they shall be in keeping with the size, scale, color, texture, and general appearance, and shall be approved by Planning Department Preservation staff. The performance criteria shall ensure retention of the character-defining features of each historical resource, as identified in the HPP, which in turn shall be developed in accordance with the HRE developed for the project (San Francisco, 2017b).</p> <p>The project sponsors shall ensure that the contractor(s) follows the HPP. Furthermore, in accordance with the HPP's reporting and monitoring requirements, the consultant architectural historian shall conduct regular periodic inspections of the historical resources under rehabilitation during project construction activities to ensure compliance with the HPP and adherence to the SOI Standards for Rehabilitation. The consultant architectural historian shall provide progress reports to the Planning Department throughout the construction period.</p>				
<p>Mitigation Measure M-CR-1b: Document Historical Resources</p> <p>To reduce adverse effects on historical resources, before the start of demolition, rehabilitation, or relocation, the project sponsors shall retain a professional who meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History. This professional shall prepare written and photographic documentation of the three historical resources identified on the project site. The specific scope of the documentation shall be reviewed and approved by the Planning Department but shall include the following elements:</p> <ul style="list-style-type: none"> • Measured Drawings. A set of measured drawings shall be prepared that depict the existing size, scale, and dimension of the historical resources. Planning Department Preservation staff will accept the original architectural drawings or an as-built set of architectural drawings (e.g., plan, section, elevation). Planning Department Preservation staff will assist the consultant in determining the appropriate level of measured drawings. • Historic American Buildings/Historic American Landscape Survey–Level Photograph. Either Historic American Buildings/Historic American Landscape Survey (HABS/HALS) standard large-format or digital 	<p>Project sponsors/qualified architectural historian consultant at the direction of the ERO.</p>	<p>Before demolition or site permits are issued for each project sponsor.</p>	<p>All documentation will be reviewed and approved by the Planning Department's Preservation coordinator before any demolition or site permit is granted for the affected historical resource.</p>	<p>Considered complete as to each affected historic resource after all documentation has been reviewed and approved by the Planning Department and final written and photographic documentation is submitted to interested parties for the affected historic resource. This will be done before the demolition or site permits are issued for each affected historic resource.</p>

Table 1: Mitigation Monitoring and Reporting Program

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<p>photography shall be used. The scope of the digital photographs shall be reviewed by Planning Department Preservation staff for concurrence, and all digital photography shall be conducted according to the latest National Park Service (NPS) standards. The photography shall be undertaken by a qualified professional with demonstrated experience in HABS photography. Photograph views for the data set shall include:</p> <ul style="list-style-type: none"> – contextual views; – views of each side of the building and interior views, where possible; – oblique views of the building; and – detail views of character-defining features, including features on the interior. <p>All views shall be referenced on a photographic key. This photographic key shall be on a map of the property and shall show the photograph number with an arrow to indicate the direction of the view. Historic photographs shall also be collected, reproduced, and included in the data set.</p> <ul style="list-style-type: none"> • HABS/HALS Historical Report. A written historical narrative and report shall be provided in accordance with the HABS Historical Report Guidelines. <p>In addition, video recordation shall be undertaken before demolition or site permits are issued. The project sponsor shall undertake video documentation of the affected historical resource and its setting. The documentation shall be conducted by a professional videographer, one with experience recording architectural resources. The documentation shall be narrated by a qualified professional who meets the standards for history, architectural history, or architecture (as appropriate) set forth by the Secretary of the Interior’s Professional Qualification Standards (36 Code of Federal Regulations Part 61). The documentation shall include as much information as possible—using visuals in combination with narration—about the materials, construction methods, current condition, historic use, and historic context of the historical resource. Archival copies of the video documentation shall be submitted to the Planning Department, and to repositories including but not limited to the San Francisco Public Library, the Northwest Information Center of the California Historical Information Resource System, and the California Historical Society.</p> <p>Further, a Print-on-Demand softcover book shall be produced that includes the content from the historical report, historical photographs, HABS/HALS photography, measured drawings, and field notes. The Print-on-Demand book shall be made available to the public for distribution.</p> <p>The project sponsor shall transmit such documentation to the History Room of the San Francisco Public Library, San Francisco Architectural Heritage, the</p>				

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<p>Planning Department, the San Francisco Maritime National Historic Park, and the Northwest Information Center. The HABS/HALS documentation scope will determine the requested documentation type for each facility, and the projects sponsors will conduct outreach to identify other interested groups. All documentation will be reviewed and approved by the Planning Department's Preservation coordinator before any demolition or site permit is granted for the affected historical resource.</p>				
<p>Mitigation Measure M-CR-1c: Develop and Implement an Interpretative Plan</p> <p>The project sponsors shall facilitate the development of an interpretive program focused on the history and environmental setting of each historical resource identified on the project site. This program shall be initially outlined in an interpretive plan subject to review and approval by the Planning Department.</p> <p>The interpretative program shall include but not be limited to the installation of permanent on-site interpretive displays or screens in publicly accessible locations. The plan shall include the proposed format and location of the interpretive content, as well as high-quality graphics and written narratives to be incorporated. Historical photographs, including some of the large-format photographs required by Mitigation Measure M-CR-1b, may be used to illustrate the history. Salvaged materials as required by Mitigation Measure M-CR-1a should also contribute to the interpretative program.</p> <p>The interpretative program should also coordinate with other interpretive displays currently proposed along the Bay, specifically those that focus on shipbuilding at Potrero Point to the north. The interpretative program should also coordinate with maritime or other relevant interpretation programs in San Francisco, such as the San Francisco Maritime National Historic Park and its sailing program that includes the 1891 scow schooner Alma. The interpretative plan should also explore contributing to digital platforms that are publicly accessible, such as the History Pin website or an iPhone application. The primary goal is to educate visitors about the property's historical themes, associations, and lost contributing features within broader historical, social, and physical landscape contexts.</p>	<p>Project sponsors/qualified architectural historian consultant at the direction of the ERO.</p>	<p>Before demolition or site permits are issued for each project sponsor.</p>	<p>Interpretive plan shall be subject to review and approval by the Planning Department.</p>	<p>Considered complete after the interpretive program has been installed and approved by the Planning Department.</p>

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<p>Mitigation Measure M-CR-1d: Retain the Boatyard Office Building</p> <p>If feasible, character-defining features of the Boatyard Office building shall be retained by RPD in order to ensure that the building remains a significant feature of the cultural landscape. This would include retention of a portion of the roof form, wood frame structure, and wood cladding so that the massing of the building is still expressed. For example, this may include retention of an open-frame or partially open-frame roof structure with wide eaves supported by a wood frame structure with a portion of the structure clad in retained or replaced-in-kind wood cladding. If possible, the porthole openings on the southeast and southwest façade shall be retained. The amount of the wood cladding and roof structure to be retained will depend upon additional condition assessments of the building, public safety concerns, seismic requirements, visibility and sight lines in relation to park design, and RPD programming.</p>	<p>Project sponsor for the 900 Innes property/ qualified structural engineer and/or architectural historian consultant at the direction of the ERO.</p>	<p>Before demolition or site permits are issued.</p>	<p>Planning Department to monitor RPD and project contractor compliance.</p>	<p>Considered complete after construction activities have ended.</p>
<p>Mitigation Measure M-CR-1e: Vibration Protection Plan</p> <p>Where construction activity involving pile driving and other heavy equipment and vehicles would occur in proximity to any historical resources, the project sponsors shall undertake a monitoring program to minimize damage to adjacent historic buildings and to ensure that any such damage is documented and repaired. The monitoring program, which shall apply within 150 feet where pile driving would be used and within 35 feet of other heavy equipment operation, shall include the following components:</p> <p>Prior to the start of any ground-disturbing activity, the project sponsors shall engage a historic architect or qualified historic preservation professional to undertake a pre-construction survey of historical resource(s) identified by the San Francisco Planning Department within 150 feet of planned construction to document and photograph the buildings' existing conditions. The qualified consultant shall conduct regular periodic inspections of each historical resource within 150 feet of planned construction during ground-disturbing activity on the project site in concert with a qualified acoustical/vibration consultant or structural engineer and shall submit monitoring reports to San Francisco Planning Department Preservation staff. The qualified consultant shall submit an existing conditions documentation scope and vibration monitoring plan to San Francisco Planning Department Preservation staff for review and approval.</p> <p>Based on the construction and condition of the resource(s), a structural engineer or other qualified entity shall establish a maximum vibration level that shall not be exceeded at each historical resource, based on existing</p>	<p>Project sponsors/ qualified acoustical/ vibration consultant at the direction of the Planning Department Preservation staff.</p>	<p>Before demolition or site permits are issued and during construction.</p>	<p>The qualified consultant shall conduct regular periodic inspections of each historical resource within 150 feet of planned construction during ground-disturbing activity on the project site in concert with a qualified acoustical/vibration consultant or structural engineer and shall submit monitoring reports to San Francisco Planning Department Preservation staff.</p>	<p>Considered complete as to each project sponsor after construction activities for the applicable Project Sponsor have ended and the final monitoring report has been submitted.</p>

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<p>conditions, character-defining features, soils conditions and anticipated construction practices in use at the time (0.12 inch per second, peak particle velocity [PPV], consistent with Federal Transit Administration guidance).</p> <p>To ensure that vibration levels do not exceed the established standard, a qualified acoustical/vibration consultant shall monitor vibration levels at each historical resource within 150 feet of planned construction and shall prohibit vibratory construction activities that generate vibration levels in excess of the standard. Should vibration levels be observed in excess of the standard, construction shall be halted and alternative construction techniques put in practice. (For example, pre-drilled piles could be substituted for driven piles, if soil conditions allow; smaller, lighter equipment could possibly also be used in some cases.) The consultant shall conduct regular periodic inspections of each historical resource within 150 feet of planned construction during ground-disturbing activity on the project site. Should damage to a historical resource occur as a result of ground-disturbing activity on the site, the building(s) shall be remediated to its pre-construction condition at the conclusion of ground-disturbing activity on the site.</p>				
<p>Mitigation Measure M-CR-2a: Undertake an Archeological Testing Program</p> <p>Based on the results of the archeological investigation completed for the proposed project and variant, the remains of two ships, the <i>Bay City</i> and the <i>Caroline</i>, occur within the study area. Both sets of remains are contributing elements to the India Basin Scow Schooner Boatyard Vernacular Cultural Landscape. The proposed Marineway would cross over the identified remains of the <i>Caroline</i>, and the viewing platform would be placed over the remains of the <i>Bay City</i>. The foundation system of the Marineway and viewing platform have not been fully developed, but the potential exists for piles required for the structure to be driven through the buried vessels. There is also a reasonable presumption that additional archeological resources beyond the remains of the <i>Bay City</i> and <i>Caroline</i> may be present in the study area. Such currently undiscovered resources could include other ship hulks associated with the Hunters Point Ship Graveyard (which in turn would be contributing elements to the vernacular cultural landscape) and both prehistoric and historic-period archeological sites. As such, the following measures shall be undertaken to avoid any significant adverse effect from the proposed project or variant on buried archeological resources.</p> <p>The project sponsors shall retain the services of an archeological consultant from</p>	<p>Project sponsors/qualified archeological consultant at the direction of the ERO.</p>	<p>Prior to the issuance of site permits and initiation of construction, during construction, and after the conclusion of all construction activities.</p>	<p>The ERO to review and approve an archeological testing plan and a final archeological resources report.</p>	<p>The ERO to review and approve an archeological testing plan for the applicable project site before the start of construction. Depending on the findings of the archeological testing program, intermittent reports may be submitted by the qualified archeological consultant for each phase of construction within the applicable project site.</p> <p>The final archeological resources report will be submitted after the conclusion of all construction activities.</p>

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<p>the rotational Qualified Archeological Consultants List (QACL), maintained by the Planning Department's archeologist. The project sponsors shall contact the Planning Department archeologist to obtain the names and contact information for the next three archeological consultants on the QACL. The archeological consultant shall undertake an archeological testing program as specified herein. In addition, the consultant shall be available to conduct an archeological monitoring and/or data recovery program, if required pursuant to this measure. The archeological consultant's work shall be conducted in accordance with this measure at the direction of the Environmental Review Officer (ERO). All plans and reports prepared by the consultant as specified herein shall be submitted first and directly to the ERO for review and comment, and shall be considered draft reports subject to revision until final approval by the ERO.</p> <p>Archeological monitoring and/or data recovery programs required by this measure could suspend project construction for up to 4 weeks. At the direction of the ERO, the suspension of construction can be extended beyond 4 weeks only if such a suspension is the only feasible means to reduce the potential effects on a significant archeological resource, as defined in State CEQA Guidelines Sections 15064.5(a) and 15064.5(c), to less than significant with mitigation.</p> <p>Consultation with Descendant Communities. Upon discovery of an archeological site associated with Native Americans, the overseas Chinese, or other potentially interested descendant groups, an appropriate representative of the descendant group and the ERO shall be contacted. The descendant group's representative shall be given the opportunity to monitor archeological field investigations of the site and to consult with the ERO regarding appropriate archeological treatment of the site, data recovered from the site, and if applicable, any interpretative treatment of the associated archeological site. A copy of the final archeological resources report shall be provided to the representative of the descendant group.</p> <p>Archeological Testing Plan. The archeological consultant shall prepare and submit to the ERO for review and approval an archeological testing plan (ATP). The archeological testing program shall be conducted in accordance with the approved ATP. The ATP shall identify the property types of the expected archeological resource(s) that could be adversely affected by the proposed project or variant, the testing method to be used, and the locations recommended for testing. The purpose of the archeological testing program shall be to determine the presence or absence of archeological resources to the extent possible, and to identify and evaluate whether any archeological resource encountered on the site constitutes a historical resource under CEQA.</p>				

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<p>At the completion of the archeological testing program, the archeological consultant shall submit a written report of the findings to the ERO. If the archeological consultant finds, based on the archeological testing program, that significant archeological resources may be present, the ERO acting in consultation with the archeological consultant shall determine whether additional measures are warranted.</p>				
<p>Additional measures that may be undertaken include further archeological testing, archeological monitoring, and/or an archeological data recovery program. If the ERO determines that a significant archeological resource is present and that the proposed project or variant could adversely affect the resource, then one of the following measures shall be implemented, at the discretion of the project sponsors, depending on the location of the resource:</p>				
<ul style="list-style-type: none"> • The proposed project or variant shall be redesigned to avoid any adverse effect on the significant archeological resource. OR • A data recovery program shall be implemented, unless the ERO determines that the archeological resource is of greater significance for interpretation than for research and that interpretive use of the resource is feasible. 				
<p>Archeological Monitoring Program. If the ERO acting in consultation with the archeological consultant determines that an archeological monitoring program (AMP) shall be implemented, the archeological monitoring program shall include the following provisions, at a minimum:</p>				
<ul style="list-style-type: none"> • The archeological consultant, the project sponsors (depending on the location of the resource and/or area of concern), and the ERO shall meet and consult on the scope of the archeological monitoring program a reasonable amount of time before the start of any project-related soil-disturbing activities. The ERO, in consultation with the archeological consultant, shall determine which project activities shall be subject to archeological monitoring. A single AMP or multiple AMPs may be produced to be consistent with project phasing. In most cases, any soil-disturbing activities, such as demolition, foundation removal, excavation, grading, installation of utilities, foundation work, pile driving (e.g., foundation, shoring), and site remediation, shall require archeological monitoring because of the risk these activities pose to potential archeological resources and their depositional context. • The archeological consultant shall advise all project contractors to be on the alert for evidence of the presence of the expected resource(s), shall explain how to identify evidence of the expected resource(s), and shall identify the appropriate protocol in case of the apparent discovery of an archeological resource. 				

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<ul style="list-style-type: none"> The archeological monitor(s) shall be present on the project site according to a schedule agreed upon by the archeological consultant and the ERO until the ERO has, in consultation with project archeological consultant, determined that project construction activities could have no effects on significant archeological deposits. The archeological monitor shall record and be authorized to collect soil samples and artifactual/ecofactual material as warranted for analysis. If an intact archeological deposit is encountered, all soil-disturbing activities in the vicinity of the deposit shall cease. The archeological monitor shall be empowered to temporarily redirect demolition, excavation, pile driving, and other construction activities and equipment until the deposit is evaluated. If in the case of pile driving activity (e.g., foundation, shoring) the archeological monitor has cause to believe that the pile driving activity may affect an archeological resource, the activity shall be terminated until an appropriate evaluation of the resource has been made in consultation with the ERO. The archeological consultant shall immediately notify the ERO of the encountered archeological deposit. The archeological consultant shall make a reasonable effort to assess the identity, integrity, and significance of the encountered archeological deposit, and present the findings of this assessment to the ERO. 				
<p>Whether or not significant archeological resources are encountered, the archeological consultant shall submit a written report of the findings of the monitoring program to the ERO. Intermittent reports shall be submitted for each phase of construction.</p>				
<p>Archeological Data Recovery Program. The archeological data recovery program shall be conducted in accordance with an archeological data recovery plan (ADRP). The archeological consultant, project sponsors (dependent on location of resource requiring implementation of this mitigation measure), and ERO shall meet and agree regarding the scope of the ADRP before preparation of a draft ADRP. The archeological consultant shall submit a draft ADRP to the ERO for each phase of construction or for the overall construction effort. The ADRP shall identify how the proposed data recovery program would preserve the significant information the archeological resource is expected to contain. That is, the ADRP shall identify what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. Data recovery, in general, will be limited to the portions of the historical property that can be adversely affected by the proposed project or</p>				

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<p>variant. Destructive data recovery methods shall not be applied to portions of the archeological resources if nondestructive methods are practical.</p> <p>The scope of the ADRP shall include:</p> <ul style="list-style-type: none"> • descriptions of proposed field strategies, procedures, and operations; • a description of the selected cataloguing system and artifact analysis procedures; • a description of and rationale for field and post-field discard and deaccession policies; • consideration of an on-site/off-site public interpretive program during the course of the ADRP; • recommended security measures to protect the archeological resource from vandalism, looting, and unintentionally damaging activities; • a description of the proposed report format and distribution of results; and • a description of the procedures and recommendations for the curation of any recovered data having potential research value, identification of appropriate curation facilities, and a summary of the accession policies of the curation facilities. <p>Final Archeological Resources Report. The archeological consultant shall submit a draft final archeological resources report (FARR) to the ERO that evaluates the historical significance of any discovered archeological resource and describes the archeological and historical research methods employed in the archeological testing/monitoring/data recovery program(s) undertaken. The FARR will be submitted after the conclusion of all construction activities that are required for the entire project. Information that can put any archeological resource at risk shall be provided in a separate removable insert within the final report.</p> <p>Once approved by the ERO, copies of the FARR shall be distributed as follows:</p> <ul style="list-style-type: none"> • The Northwest Information Center shall receive one copy. • The ERO shall receive a copy of the transmittal of the FARR to the Northwest Information Center. • The Environmental Planning division of the Planning Department shall receive one bound, one unbound, and one unlocked searchable PDF copy on CD of the FARR, along with copies of any formal site recordation forms (CA DPR 523 series) and/or documentation for nomination to the NRHP/CRHR. <p>In instances of high public interest in or the high interpretive value of the resource, the ERO may require a different final report content, format, and distribution than that presented above.</p>				

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<p>Mitigation Measure M-CR-3a: Implement Legally Required Measures in the Event of Inadvertent Discovery of Human Remains</p> <p>The following measures shall be implemented in the event of the discovery, or anticipated discovery, of human remains and associated burial-related cultural materials.</p> <p>The treatment of human remains and of associated or unassociated funerary objects discovered during any soils disturbing activity shall comply with applicable State and federal laws. This shall include immediate notification of the Coroner of the City and County of San Francisco and the ERO, and in the event of the Coroner’s determination that the human remains are Native American remains, notification of the Native American Heritage Commission (NAHC) who shall appoint a Most Likely Descendant (MLD) (PRC Section 5097.98). The archeological consultant, project sponsors, ERO, and MLD shall have up to but not beyond 6 days of discovery to make all reasonable efforts to develop an agreement for the treatment of human remains and associated or unassociated funerary objects with appropriate dignity (State CEQA Guidelines Section 15064.5([d])). The agreement should take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects. Nothing in existing State regulations or in this mitigation measure compels the project sponsor and the ERO to accept recommendations of an MLD. The archeological consultant shall retain possession of any Native American human remains and associated or unassociated burial objects until completion of any scientific analyses of the human remains or objects as specified in the treatment agreement if such as agreement has been made or, otherwise, as determined by the archeological consultant and the ERO.</p>	<p>Project sponsors/ construction contractor/ archeological consultant, at the direction of the ERO.</p>	<p>During construction in the event of the discovery, or anticipated discovery, of human remains and associated burial-related cultural materials.</p>	<p>The Planning Department to monitor sponsor and contractor compliance.</p>	<p>In the event of the discovery of human remains and associated burial-related cultural materials, considered complete after reburial or permanent disposition of any discovered human remains and burial-related cultural materials and approval of the final archeological resources report.</p>

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<p>Mitigation Measure M-CR-4a: Implement Tribal Cultural Resources Interpretive Program</p> <p>If the ERO determines that preservation in place of the tribal cultural resource pursuant to Mitigation Measure M-CR-2a, “Undertake an Archeological Testing Program,” is both feasible and effective, then the archeological consultant shall prepare an archeological resource preservation plan (ARPP). Implementation of the approved ARPP by the archeological consultant shall be required when feasible. If the ERO determines that preservation in place of the tribal cultural resource is not a sufficient or feasible option, then the project sponsors shall implement an interpretive program of the tribal cultural resource in consultation with affiliated Native American tribal representatives. An interpretive plan produced in consultation with affiliated Native American tribal representatives, at a minimum, and approved by the ERO would be required to guide the interpretive program. The plan shall identify proposed locations for installations or displays, the proposed content and materials of those displays or installation, the producers or artists of the displays or installation, and a long-term maintenance program. The interpretive program may include artist installations, preferably by local Native American artists, oral histories with local Native Americans, artifacts displays and interpretation, and educational panels or other informational displays.</p>	Project Sponsors and qualified archeological consultant.	During construction.	Planning Department.	Considered complete after the archeological resource preservation plan or interpretive plan of the tribal cultural resource in consultation with affiliated Native American tribal representatives have been approved by the ERO and implementation of preservation or interpretive program.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Transportation and Circulation Mitigation Measures				
<p>Mitigation Measure M-TR-3P: Implement Transit Capacity Improvements (Proposed Project)</p> <p>The project sponsors of the 700 Innes property shall fund and/or implement transit capacity improvements as described below. Implementation of one of the two options described below would mitigate the transit capacity impact of the proposed project to less than significant.</p> <ul style="list-style-type: none"> <p>Option 1—Fund Temporary Transit Service Improvements Until the Applicable Portion of the Candlestick Point/Hunters Point Shipyard Phase II Transportation Plan is in Operation</p> <p>The project sponsors of the 700 Innes property shall fund, and SFMTA shall provide, temporary increased frequencies on the 44 O’Shaughnessy for the period of time until similar improvements required as part of the CPHPS Transportation Plan are in operation. Specifically, the frequency of the 44 O’Shaughnessy shall be increased from every 8 minutes to every 6.5 minutes in the a.m. peak period and from every 9 minutes to every 7.5 minutes in the p.m. peak period. This increased frequency is set at the level where project-generated transit trips would no longer result in a significant transit capacity impact. The project sponsors’ funding contributions are based on the cost to serve the relative proportion of transit trips generated by each of the four properties that make up the project site, and would include the cost to requisition and operate any additional buses needed to increase the frequencies as specified. Under the project-level analysis for the proposed project, all transit trips generated at the project site result from the proposed development at the 700 Innes property.</p> <p>Under Option 1, the increased frequency on the 44 O’Shaughnessy would result in increased passenger capacity along the route (because more buses would be provided per hour), thereby lowering the average passenger load per bus below the 85 percent capacity utilization threshold.</p> <p>Mitigation Measure M-TR-3P, Option 1 would be implemented prior to the issuance of the building permits for the incremental amount of development at the 700 Innes property (20 transit trips outbound from the project site on the 44 O’Shaughnessy during the weekday a.m. peak hour or 18 transit trips inbound to the project site on the 44 O’Shaughnessy during the weekday p.m. peak hour) that would cause the significant impact. This incremental amount of development would be a subset of the first phase of construction.</p> 	<p>Project sponsor of 700 Innes property (Option 2) and SFMTA (Option 1)</p>	<p>Option 1 would be implemented prior to the issuance of the building permits for the incremental amount of development at the 700 Innes property under the first phase of construction that would cause the significant impact (20 transit trips outbound from the project site on the 44 O’Shaughnessy during the weekday a.m. peak hour or 18 transit trips inbound to the project site on the 44 O’Shaughnessy during the weekday p.m. peak hour).</p> <p>Option 2 would be implemented prior to the issuance of the Temporary Certificates of Occupancy (TCO) for the incremental amount of development at the 700 Innes property under the first phase of construction that would cause the</p>	<p>SFMTA (Option 1) or project sponsor of the 700 Innes property (Option 2). Under Option 2, the project sponsor for the 700 Innes property shall also be required to monitor ridership on the shuttle annually and produce a report to SFMTA describing the level of service provided and associated ridership.</p>	<p>Considered complete upon payment of fair share contribution to SFMTA (Option 1) or after shuttle service has been implemented and is in operation for the period of time until similar improvements required as part of the CPHPS Transportation Plan are in operation (Option 2). Under Option 2, the project sponsor for the 700 Innes property shall also be required to conduct annual monitoring and reporting activities for the shuttle for the period of time until improvements required as part of the CPHPS Transportation Plan are in operation.</p>

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>• Option 2—Implement a Temporary Shuttle Service Until the Applicable Portion of the Candlestick Point–Hunters Point Shipyard Phase II Transportation Plan is in Operation</p> <p>If for any reason SFMTA determines that providing increased transit frequency as described under Option 1 is not feasible at the time its implementation would be required, the project sponsors for the 700 Innes property shall implement a temporary shuttle service to supplement existing nearby transit service by providing connections to local and regional rail service. The shuttle would connect the project site (at a stop on Innes Avenue at Arelious Walker Drive or a stop on New Hudson Avenue/New Griffith Street near Innes Avenue) with Muni light rail (T Third Street), Caltrain, and BART.</p> <p>A shuttle service operating at 20-minute headways in the a.m. and p.m. peak periods (7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., respectively) could accommodate the estimated demand, although a maximum headway of 15 minutes is recommended in order to provide an adequate level of service for urban commuters. Shuttle operations would be extended outside of these defined periods, if necessary, to adequately serve the peak period of project travel demand. The shuttle would be required to operate only until the CPHPS Transportation Plan’s transit service improvements are in place.</p> <p>If Option 2 is implemented, the shuttle shall operate within all applicable SFMTA and City regulations and programs. The project sponsors for the 700 Innes property shall be required to monitor ridership on the shuttle annually and produce a report to SFMTA describing the level of service provided and associated ridership. If ridership on the overcrowded Muni route is more than 85 percent of overall service capacity as routinely monitored by the SFMTA, additional shuttle frequency shall be provided by the project sponsors for the 700 Innes property to reduce passenger loads to below 85 percent utilization on the corresponding Muni route.</p> <p>Under Option 2, the shuttle service would supplement existing transit routes by providing sufficient capacity to accommodate the demand generated by the proposed project above the 85 percent utilization threshold, with a 20 percent contingency factor.</p> <p>Mitigation Measure M-TR-3P, Option 2 would be implemented prior to the issuance of the Temporary Certificates of Occupancy (TCO) for the incremental amount of development at the 700 Innes property (20 transit trips outbound from the project site on the 44 O’Shaughnessy during the weekday a.m. peak hour or 18 transit trips inbound to the project site on the 44 O’Shaughnessy during the weekday p.m. peak hour) that would cause the significant impact. This incremental amount of development would be a subset of the first phase of construction.</p>		<p>significant impact (20 transit trips outbound from the project site on the 44 O’Shaughnessy during the weekday a.m. peak hour or 18 transit trips inbound to the project site on the 44 O’Shaughnessy during the weekday p.m. peak hour)</p>		

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>Mitigation Measure M-TR-3V: Implement Transit Capacity Improvements (Variant)</p> <p>The project sponsors of the 700 Innes property shall fund and/or implement transit capacity improvements as described below. Implementation of one of the two options described would mitigate the transit capacity impact of the variant to less than significant.</p> <ul style="list-style-type: none"> <p>Option 1—Fund Temporary Transit Service Improvements Until the Applicable Portion of the Candlestick Point–Hunters Point Shipyard Phase II Transportation Plan is in Operation</p> <p>The project sponsors of the 700 Innes property shall fund, and SFMTA shall provide, temporary increased frequencies on the 44 O’Shaughnessy and 48 Quintara–24th Street (which will replace the 19 Polk’s route along Evans Avenue, Hunters Point Boulevard, and Innes Avenue) for the period of time until similar improvements required as part of the CPHPS Transportation Plan are in operation. Specifically, the frequency of the 44 O’Shaughnessy shall be increased from every 8 minutes to every 6.5 minutes in the a.m. peak period and from every 9 minutes to every 7.5 minutes in the p.m. peak period. The frequency of the 48 Quintara–24th Street shall be increased from every 15 minutes to every 10 minutes during both the a.m. and p.m. peak periods. These increased frequencies are set at the level where project-generated transit trips would no longer result in a significant transit capacity impact. The project sponsors’ funding contributions are based on the cost to serve the relative proportion of transit trips generated by each of the four properties that make up the project site, and would include the cost to requisition and operate any additional buses needed to increase the frequencies as specified. Under the project-level analysis for the variant, all transit trips generated at the project site result from the proposed development at the 700 Innes property.</p> <p>Under Option 1, the increased frequency on the 44 O’Shaughnessy and 48 Quintara–24th Street would result in increased passenger capacity along these routes (because more buses would be provided per hour), thereby lowering the average passenger load per bus below the 85 percent capacity utilization threshold.</p> <p>Mitigation Measure M-TR-3V, Option 1 would be implemented prior to the issuance of building permits for the incremental amount of development at the 700 Innes property (187 transit trips inbound to the project site on the 19 Polk during the weekday a.m. peak hour, 152 transit trips outbound from the project site on the 19 Polk during the weekday p.m. peak hour, 20 transit</p> 	<p>Project sponsor of 700 Innes property (Option 2) and SFMTA (Option 1)</p>	<p>Option 1 would be implemented prior to the issuance of the building permits for the incremental amount of development at the 700 Innes property under the first phase of construction that would cause the significant impact (187 transit trips inbound to the project site on the 19 Polk during the weekday a.m. peak hour, 152 transit trips outbound from the project site on the 19 Polk during the weekday p.m. peak hour, 20 transit trips outbound from the project site on the 44 O’Shaughnessy during the weekday a.m. peak hour, or 18 transit trips inbound to the project site on the 44 O’Shaughnessy during the weekday p.m. peak hour).</p> <p>Option 2 would be implemented prior to the issuance of the Temporary</p>	<p>SFMTA (Option 1) or project sponsor of 700 Innes property (Option 2). Under Option 2, the project sponsors for the 700 Innes property shall also be required to monitor ridership on the shuttle annually and produce a report to SFMTA describing the level of service provided and associated ridership.</p>	<p>Considered complete upon payment of fair share contribution to SFMTA (Option 1) or after shuttle service has been implemented and is in operation for the period of time until similar improvements required as part of the CPHPS Transportation Plan are in operation (Option 2). Under Option 2, the project sponsors for the 700 Innes property shall also conduct annual monitoring and reporting activities for the shuttle for the period of time until improvements required as part of the CPHPS Transportation Plan are in operation.</p>

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour, or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour) that would cause the significant impact. This incremental amount of development would be a subset of the first phase of construction.</p> <ul style="list-style-type: none"> <p>Option 2—Implement a Temporary Shuttle Service Until the Applicable Portion of the Candlestick Point–Hunters Point Shipyard Phase II Transportation Plan is in Operation</p> <p>If for any reason SFMTA determines that providing increased transit frequency as described under Option 1 is not feasible at the time its implementation would be required, the project sponsors for the 700 Innes property shall implement a temporary shuttle service to supplement existing nearby transit service by providing connections to local and regional rail service. The shuttle would connect the project site (at a stop on Innes Avenue at Arelious Walker Drive or a stop on New Hudson Avenue/New Griffith Street near Innes Avenue) with Muni light rail (T Third Street), Caltrain, and BART.</p> <p>A shuttle service operating at 20-minute headways in the a.m. and p.m. peak periods (7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., respectively) could accommodate the estimated demand, although a maximum headway of 15 minutes is recommended in order to provide an adequate level of service for urban commuters. Shuttle operations would be extended outside of these defined periods, if necessary, to adequately serve the peak period of project travel demand. The shuttle would be required to operate only until the CPHPS Transportation Plan's transit service improvements are in place.</p> <p>If Option 2 is implemented, the shuttle shall operate within all applicable SFMTA and City regulations and programs. The project sponsors for the 700 Innes property shall be required to monitor ridership on the shuttle annually and produce a report to SFMTA describing the level of service provided and associated ridership. If ridership on the overcrowded Muni routes is more than 85 percent of overall service capacity as routinely monitored by the SFMTA, additional shuttle frequency shall be provided by the project sponsors of the 700 Innes property to reduce passenger loads to below 85 percent utilization on the corresponding Muni routes.</p> <p>Under Option 2, the shuttle service would supplement existing transit routes by providing sufficient capacity to accommodate the demand generated by the variant above the 85 percent utilization threshold, with a 20 percent contingency factor.</p> 		<p>Certificates of Occupancy (TCO) for the incremental amount of development at the 700 Innes property under the first phase of construction that would cause the significant impact (187 transit trips inbound to the project site on the 19 Polk during the weekday a.m. peak hour, 152 transit trips outbound from the project site on the 19 Polk during the weekday p.m. peak hour, 20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour, or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour)</p>		

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>Mitigation Measure M-TR-3V, Option 2 would be implemented prior to the issuance of the Temporary Certificates of Occupancy (TCO) for the incremental amount of development at the 700 Innes property (187 transit trips inbound to the project site on the 19 Polk during the weekday a.m. peak hour, 152 transit trips outbound from the project site on the 19 Polk during the weekday p.m. peak hour, 20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour, or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour) that would cause the significant impact. This incremental amount of development would be a subset of the first phase of construction.</p>				
<p>Mitigation Measure M-TR-8V: Implement Passenger Loading Strategies for the School (Variant)</p> <p>Once school enrollment reaches 22 students, the school proposed for the 700 Innes property under the variant shall provide and enforce a pick-up/drop-off plan subject to review and approval by SFMTA to minimize disruptions to traffic, bicycle, and pedestrian circulation associated with school pick-up/drop-off activities and ensure safety for all modes. This plan shall include elements such as the size and location of loading zone(s), parking monitors, staggered drop-offs, a number system for cars, one-way circulation, encouragement of carpools/ride-sharing, and a safety education program. The safety education program shall be targeted at school students, guardians, and staff, as well as residents and businesses near the school site. Informational materials targeted to guardians and nearby residents and employees shall focus on the importance of vehicular safety, locations of school crossings, and school zone speed limits and hours.</p>	<p>Project sponsor for 700 Innes property and school administrator.</p>	<p>Once school enrollment reaches 22 students, the project sponsors and school administrator are required to submit a pick-up/drop-off plan to SFMTA for approval.</p>	<p>School administrator and SFMTA.</p>	<p>Plan is required once school enrollment reaches 22 students and is deemed complete once the plan is approved by SFMTA and the plan is implemented and enforced.</p>

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>Mitigation Measure M-C-TR-2: Implement Transit-Only Lanes</p> <p>SFMTA shall convert one of the two travel lanes in each direction of the Evans Avenue–Hunters Point Boulevard–Innes Avenue–Donohue Avenue corridor from a mixed-flow lane to a transit-only lane between the Jennings Street/ Evans Avenue/Middle Point Road and Donahue Street/Robinson Street intersections. The transit-only lanes would be located in the curbside lanes, similar to those identified for Evans Avenue between Third Street and Jennings Street as part of the CPHPS EIR, and would improve bus travel speed and travel time reliability along the corridor.</p> <p>The project sponsors shall fund, and the SFMTA shall implement, this measure prior to the time the proposed project or variant would result in an increase in transit travel time to 18 minutes, 14 seconds during the weekday a.m. peak hour or 18 minutes, 39 seconds during the weekday p.m. peak hour, whichever comes first. The SFMTA shall monitor transit service and travel time along the corridor to assess when this threshold is met and the project sponsors shall pay their respective fair share amounts after invoicing by SFMTA.</p> <p>The project sponsors’ fair-share portion of this cumulative mitigation measure under either the proposed project or the variant shall be based on the relative proportion of vehicle-trips contributed by the proposed project or the variant to cumulative traffic conditions such that mitigation would be needed. In this case, the fair share was determined by calculating the ratio of the total trips added by the project at the three study intersections adjacent to the 700 Innes property to the sum of eastbound and westbound through traffic without the project. Since the impact would occur during both the weekday a.m. and p.m. peak periods, the higher of the ratios for each individual peak period was conservatively selected to determine the fair-share contribution. This fair-share contribution would be 38 percent for the proposed project and 50 percent for the variant.</p> <p>Responsibility among the project sponsors for the four properties would then be further subdivided based on the relative proportion of vehicle-trips generated by each of the four properties. In this case, 1 percent of the vehicle-trips would be generated by the India Basin Shoreline Park property, 0 percent would be generated by the 900 Innes property, 1 percent would be generated by the India Basin Open Space property, and 98 percent would be generated by the 700 Innes property.</p>	SFMTA	The project sponsors shall fund, and the SFMTA shall implement, this measure prior to the time the proposed project or variant would result in an increase in transit travel time to 18 minutes, 14 seconds during the weekday a.m. peak hour or 18 minutes, 39 seconds during the weekday p.m. peak hour, whichever comes first.	SFMTA	The SFMTA shall monitor transit service and travel time along the corridor to assess when the threshold in M-C-TR-2 is met and the project sponsors shall pay their respective fair share amounts after invoicing by SFMTA.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Noise Mitigation Measures				
<p>Mitigation Measure M-NO-2a: Implement Noise Control Measures during Project Construction</p> <p>The project sponsor shall include in all construction contracts a requirement to implement the following noise control measures at all project site properties during construction:</p> <ul style="list-style-type: none"> • Power construction equipment shall be equipped with best available state-of-the-art noise-shielding and muffling devices. All equipment shall be properly maintained to prevent the generation of additional noise attributable to worn or improperly maintained parts. • Stationary-source construction equipment that may have a flexible location on-site (e.g., generators and compressors) shall be located to maintain the greatest feasible distance from sensitive land uses, and unnecessary idling of equipment shall be prohibited. • Where construction activities are to occur within 100 feet of a noise-sensitive receptor, either an existing off-site receptor or a future on-site receptor, a temporary noise barrier that will break the line of sight between the construction equipment and the sensitive receptor shall be placed to provide a minimum of 3-5 dBA noise reduction at the exterior of the noise-sensitive receptor. 	Project sponsors and construction contractors.	Prior to the issuance of building permits and on-going during construction.	Planning Department	Considered complete after Planning Department reviews all construction contracts with contractors to ensure compliance with this measure.
<p>Mitigation Measure M-NO-2b: Implement Noise Control Measures for Pile Driving</p> <p>The project sponsor shall include in all construction contracts a requirement to implement the following noise control measures for pile driving at all project site properties during construction:</p> <ul style="list-style-type: none"> • When pile driving is to occur within 600 feet of a noise-sensitive receptor (e.g., residential use), alternative quiet-pile driving techniques (i.e., non-impact type) shall be applied in lieu of conventional impact pile driving where feasible (based on soil/strata and other conditions as reviewed by and approved by the project engineer). Alternative quiet-pile driving techniques shall include but are not limited to methods such as screw, auger cast-in-place, or drilled-displacement. At the noise-sensitive receptor, noise from non-impact type pile-driving methodology shall not exceed an hourly L_{eq} equal to the applicable ambient + 10 dBA standard. • When applied within 600 feet of a noise-sensitive receptor (e.g., residential use), impact-type pile driving equipment shall be properly fitted with an intake and exhaust muffler and a sound-attenuating shroud, as specified by 	Project sponsors and construction contractors.	Prior to the issuance of building permits and on-going during construction.	Planning Department	Considered complete after Planning Department reviews all construction contracts with contractors to ensure compliance with this measure.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>the manufacturer. The net effect of these noise control and sound-attenuating measures, which can also include a temporary sound barrier, shall provide sufficient noise reduction, relative to a non-shrouded operating impact pile-driving process, so that hourly L_{eq} noise from the pile-driving equipment at the noise-sensitive receptor does not exceed the applicable ambient + 10 dBA standard.</p>				
<p>Mitigation Measure M-NO-3: Design Future Noise-Generating Uses near Residential Uses to Minimize the Potential for Noise Conflicts</p> <p>Future noise-generating land uses shall be designed to minimize the potential for sleep disturbance at any future nearby residential uses (700 Innes) or existing nearby offsite residential receptors. Design approaches such as the following could be incorporated into future development plans for future noise-generating land uses to minimize the potential for noise conflicts from such uses with on-site sensitive receptors.</p> <ul style="list-style-type: none"> • Design of Future Noise-Generating Uses. To reduce potential conflicts between sensitive receptors and new noise-generating land uses located adjacent or nearby to these receptors, exterior facilities such as loading areas/docks, trash enclosures, and surface parking lots shall be located on the sides of buildings facing away from existing or planned sensitive receptors (residences). If this is not feasible, these types of facilities shall be enclosed or equipped with appropriate noise shielding. • Stationary Equipment Noise Controls. Noise attenuation measures shall be incorporated into all stationary equipment (including HVAC equipment, and emergency generators if present) installed on all buildings that include such stationary equipment. These noise attenuation measures shall be incorporated as necessary to meet noise limits specified in Section 2909 of the Police Code. Interior noise limits shall be met under both existing and future noise conditions, accounting for foreseeable changes in noise conditions in the future (i.e., changes in on-site building configurations). Noise attenuation measures can include providing sound enclosures/barriers, adding roof parapets to block noise, increasing setback distances from sensitive receptors, providing louvered vent openings, locating vent openings away from adjacent commercial uses, and restricting generator testing to the daytime hours. 	<p>Project sponsors and construction contractor.</p>	<p>Prior to the issuance of a building permit for each commercial/office building.</p>	<p>Planning Department</p>	<p>Considered complete after submittal and approval of construction plans by the Planning Department.</p>

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>Mitigation Measure M-NO-6: Implement Vibration Mitigation Measure for Pile Driving</p> <p>The project sponsor shall implement the following vibration control measure for pile driving during project construction:</p> <ul style="list-style-type: none"> • When pile driving is to occur within 150 feet of a noise-sensitive receptor (e.g., residential use), alternative low-vibration driving techniques (i.e., non-impact type) shall be applied in lieu of conventional impact pile driving where feasible, based on soil/strata and other conditions as reviewed by and approved by the project engineer. Alternative pile driving techniques shall include but are not limited to methods such as screw, auger cast-in-place, or drilled displacement. • If the receiving land use is a historic structure, the project sponsor shall implement vibration monitoring during the vibration-causing process and/or equipment to ensure that measured levels (e.g., vibration velocity) at the receptor are compliant with the 0.12 in/sec peak particle velocity (PPV) standard. If measured vibration levels are found to exceed this standard, the process shall be suspended to assess the occurrence of damage and implement vibration isolation enhancements (e.g., trenches, shoring, etc.) as deemed necessary to enable compliant vibration levels upon resumption of activity. If damage to a building(s) occurs, the building(s) shall be remediated to its pre-construction condition at the conclusion of ground-disturbing activity. 	<p>Project sponsors/ project engineer/ construction contractor, and Planning Department.</p>	<p>Prior to pile-driving activities on the 900 Innes property, India Basin Open Space, and 700 Innes properties.</p>	<p>Planning Department</p>	<p>Considered complete after the completion of all pile-driving activities.</p>

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Air Quality Mitigation Measures				
<p>Mitigation Measure M-AQ-1a: Minimize Off-Road Construction Equipment Emissions</p> <p>The project sponsors shall comply with the following requirements:</p> <p>A. Construction Emissions Minimization Plan. Before a construction permit is issued for each project phase or property, as applicable, the project sponsors shall submit construction emissions minimization plans to the Environmental Review Officer (ERO) or the ERO's designated representative for review and approval. The construction emissions minimization plans shall detail compliance with the following requirements:</p> <p>(1) All off-road equipment greater than 25 hp and operating for more than 20 total hours over the entire duration of construction activities shall meet the following requirements:</p> <p>a) Where access to alternative sources of power is reasonably available, portable diesel engines shall be prohibited.</p> <p>b) Where portable diesel engines are required because alternative sources of power are not reasonably available, all off-road equipment shall have engines that meet either EPA or ARB Tier 4 Final off-road emission standards. If engines that comply with Tier 4 Final off-road emission standards are not commercially available, then the project sponsor shall provide the next cleanest piece of off-road equipment as provided by the step-down schedules in Table M-AQ-1a-1.</p> <p>i. For purposes of this mitigation measure, "commercially available" shall mean the availability of Tier 4 Final engines taking into consideration factors such as (i) critical-path timing of construction; (ii) geographic proximity to the project site of equipment; and (iii) geographic proximity of access to off-haul deposit sites.</p> <p>ii. The project sponsor shall maintain records concerning its efforts to comply with this requirement.</p>	Project sponsors and ERO or ERO's designated representative.	The construction emissions minimization plan shall be submitted and approved before a construction permit is issued for each project phase or property.	The Planning Department, ERO, or the ERO's designated representative for review and approval.	Considered complete after review and approval of Construction Emissions Minimization Plan, ongoing review and approval of quarterly reports, review and approval of a final report.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
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**TABLE M-AQ-1a-1
OFF-ROAD EQUIPMENT COMPLIANCE STEP-DOWN SCHEDULE**

<i>Compliance Alternative</i>	<i>Engine Emissions Standard</i>	<i>Emissions Control</i>
1	Tier 4 Interim	N/A
2	Tier 3	ARB Level 3 VDECS
3	Tier 2	ARB Level 3 VDECS

How to use the table: If the requirements of (A)(1)(b) cannot be met, then the project sponsor would need to meet Compliance Alternative 1. Should the project sponsor not be able to supply off-road equipment meeting Compliance Alternative 1, then Compliance Alternative 2 would need to be met. Should the project sponsor not be able to supply off-road equipment meeting Compliance Alternative 2, then Compliance Alternative 3 would need to be met, etc.

- (2) The project sponsor shall require in its construction contracts that the idling time for off-road and on-road equipment be limited to no more than 2 minutes, except as provided in exceptions to the applicable State regulations regarding idling for off-road and on-road equipment. Legible and visible signs shall be posted in multiple languages (English, Spanish, and Chinese) in designated queuing areas and at the construction site to remind operators of the 2-minute idling limit.
- (3) The project sponsor shall require that construction operators properly maintain and tune equipment in accordance with manufacturer specifications.
- (4) The construction emissions minimization plan shall include estimates of the construction timeline by phase with a description of each piece of off-road equipment required for every construction phase. Off-road equipment descriptions and information may include but are not

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>limited to equipment type, equipment manufacturer, equipment identification number, engine model year, engine certification (Tier rating), horsepower, engine serial number, and expected fuel usage and hours of operation. For VDECS installed: technology type, serial number, make, model, manufacturer, ARB verification number level, and installation date and hour meter reading on installation date. For off-road equipment using alternative fuels, reporting shall indicate the type of alternative fuel being used.</p>				
<p>(5) The project sponsor shall keep the construction emissions minimization plan available for public review on-site during working hours. The project sponsor shall post at the perimeter of the project site a legible and visible sign summarizing the requirements of the plan. The sign shall also state that the public may ask to inspect the construction emissions minimization plan at any time during working hours, and shall explain how to request inspection of the plan. Signs shall be posted on all sides of the construction site that face a public right-of-way. The project sponsor shall provide copies of the construction emissions minimization plan to members of the public as requested.</p>				
<p>B. Reporting. Quarterly reports shall be submitted to the ERO or the ERO's designated representative indicating the construction phase and off-road equipment information used during each phase, including the information required in A(4).</p>				
<p>(1) Within 6 months of the completion of construction activities, the project sponsor shall submit to the ERO or the ERO's designated representative a final report summarizing construction activities. The final report shall indicate the start and end dates and duration of each construction phase. For each phase, the report shall include detailed information required in A(4).</p>				
<p>C. Certification Statement and On-site Requirements. Before the start of construction activities, the project sponsor must certify that it is in compliance with the construction emissions minimization plan, and that all applicable requirements of the plan have been incorporated into contract specifications.</p>				

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>Mitigation Measure M-AQ-1b: Minimize On-Road Construction Equipment Emissions</p> <p>The project sponsors shall include in all construction contracts a requirement for construction contractors to implement the following measures to reduce construction haul truck emissions, to the extent commercially available (taking into consideration such factors as critical-path timing and geographic proximity).</p> <p>A. Engine Requirements</p> <p>1) All on-road heavy-duty diesel trucks with a gross vehicle weight rating of 19,500 pounds or greater used in connection with the project site (such as haul trucks, water trucks, dump trucks, and concrete trucks) shall be model year 2010 or newer, where feasible in light of commercial availability.</p> <p>B. Construction Emissions Minimization Plan. As part of the construction emissions minimization plan identified above in Mitigation Measure M-AQ-1a, Section A, the construction contract shall state, in reasonable detail, how the contractor shall meet the requirements of Section A.</p> <p>1) The construction emissions minimization plan shall include the model year of the heavy-duty trucks with a gross vehicle weight rating of 19,500 pounds or greater and estimates of the expected fuel usage (or miles traveled or hours of operation, as relevant) for the on-road haul truck fleet. For on-road trucks using alternative fuels, the description shall also specify the type of alternative fuel being used.</p> <p>2) See Mitigation Measure M-AQ-1a, Section A, Part 5.</p> <p>C. Reporting. See Mitigation Measure M-AQ-1a, Section B.</p> <p>D. Monitoring. See Mitigation Measure M-AQ-1a, Section C.</p>	<p>Project sponsors, construction contractors, and ERO or ERO's designated representative.</p>	<p>Prior to the issuance of building permits and on-going during construction.</p>	<p>Planning Department.</p>	<p>Considered complete after review and approval of Construction Emissions Minimization Plan, ongoing review and approval of quarterly reports, review and approval of a final report.</p>

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>Mitigation Measure M-AQ-1c: Utilize Best Available Control Technology for In-Water Construction Equipment</p> <p>The project sponsors shall include in construction contracts a requirement to implement the following measures to reduce emissions from in-water equipment:</p> <p>A. Engine Requirements</p> <ol style="list-style-type: none"> 1) The construction barge shall have engines that meet or exceed EPA marine engine Tier 3 emissions standards, if commercially available (taking into consideration such factors such as critical-path timing and geographic proximity). 2) The project sponsors shall also ensure that the construction work boat engines shall be model year 2005 or newer or meet NO_x and PM emissions standards for that model year, if commercially available (taking into consideration such factors such as critical-path timing and geographic proximity). <p>B. Construction Emissions Minimization Plan. As part of the construction emissions minimization plan identified above under Mitigation Measure M-AQ-1a, Section A, the contractor shall state, in reasonable detail, how the contractor shall meet the requirements of Section A.</p> <ol style="list-style-type: none"> 1) The construction emissions minimization plan shall include estimates of the construction timeline by phase, with a description of how each piece of in-water equipment (e.g., barge engines, work boats) required for every construction phase will comply with the engine requirements stated above. The plan shall also include expected fuel usage and hours of operation for in-water equipment. For in-water equipment using alternative fuels, the description shall also specify the type of alternative fuel being used. 2) See Mitigation Measure M-AQ-1a, Section A, Part 5. <p>C. Reporting. See Mitigation Measure M-AQ-1a, Section B.</p> <p>D. Monitoring. See Mitigation Measure M-AQ-1a, Section C.</p>	Project sponsors, construction contractors, and ERO or ERO's designated representative.	Prior to the issuance of building permits and on-going during construction.	Planning Department.	Considered complete after review and approval of Construction Emissions Minimization Plan, ongoing review and approval of quarterly reports, review and approval of a final report.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>Mitigation Measure M-AQ-1d: Offset Emissions for Construction and Operational Ozone Precursor (NO_x and ROG) Emissions</p> <p>Before the first construction permit is issued, the project sponsors, with oversight of the ERO or the ERO's designated representative, shall implement one of the following measures:</p> <p>(1) Directly fund or implement specific emissions offset project(s) within the SFBAAB to achieve the one-time reduction of 6 tons of ozone precursor emissions. This amount is intended to offset the maximum emissions year during construction or operations (or overlapping construction and operations) that would exceed the 10 tons per year thresholds for each NO_x and ROG, which would occur during operations of the fully built project. Specifically, the worst-case mitigated operational emissions are associated with the variant and are estimated at 11.96 tons per year of ROG emissions and 14 tons per year of NO_x emissions, which would exceed the 10-ton NO_x and ROG annual thresholds by 1.96 tons and 4 tons, respectively. Thus, the combined ozone precursor emissions (NO_x and ROG) would exceed the annual 10-ton threshold in total by 5.96 tons and requires an offset of 6 tons of NO_x and ROG emissions. To qualify under this mitigation measure, the specific offset project(s) shall result in 6 tons of NO_x and ROG emissions reductions within the SFBAAB that would not otherwise be achieved through compliance with existing regulatory requirements. Preferred offset project(s) are implemented locally within the City and County of San Francisco. Before implementation of the offset project(s), the project sponsors shall obtain the ERO's approval of the offset project(s) by providing documentation of the associated estimated reduction amount of NO_x and ROG emissions (in tons per year) within the SFBAAB. The project sponsors shall also notify the ERO within 6 months of completion of the offset project(s) for verification.</p> <p>or</p> <p>(2) Pay a one-time mitigation emissions offset fee to the BAAQMD Bay Area Clean Air Foundation to fund BAAQMD's reduction effort in the SFBAAB of 6 tons of ozone precursor emissions. Specifically, the worst-case mitigation offset fee is associated with the variant offset amount of 6 annual tons of combined NO_x and ROG emissions and will be at a cost per ton consistent with Appendix G of the Carl Moyer grant guidelines in effect at the date of the first construction permit issuance. This fee is currently estimated to be \$30,000 per weighted ton per year of ozone precursor emissions (plus a 5 percent administrative fee). The mitigation offset fee shall fund one or more emissions reduction projects within the SFBAAB.</p>	Project sponsors and the ERO or the ERO's designated representative.	Prior to the issuance of the first construction permit.	Planning Department, ERO, or the ERO's designated representative.	Considered complete once the project sponsors notify the ERO within 6 months of completion of the offset project(s) for verification, or after the project sponsors provide documentation of offset fee payment to the ERO.

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<p>This one-time fee is intended to fund reduction project(s) for purposes of offsetting the estimated annual tonnage of combined construction and operational emissions under the variant buildout scenario, which is conservatively assumed to occur in 2022. The project sponsors shall also provide documentation of offset fee payment to the ERO.</p> <p>Acceptance of this fee by BAAQMD shall serve as acknowledgment and a commitment by BAAQMD to one or more emissions reduction project(s) within one year of receipt of the mitigation fee to achieve the emissions reduction objectives specified above. BAAQMD shall provide documentation to the ERO and to the project sponsors describing the emission reduction project(s) funded by the mitigation fee, including the amount of emissions of ROG and NO_x reduced (in tons per year) within the SFBAAB from the emissions reduction project(s). If any portion of the mitigation offset fee remains unspent after implementation of the emission reduction project(s), the project sponsors shall be entitled to a refund in that amount from BAAQMD. To qualify under this mitigation measure, the specific emissions reduction project(s) shall result in emission reductions within the SFBAAB that would not otherwise be achieved through compliance with existing regulatory requirements.</p> <p>If the project sponsors commit to the land use assumptions consistent with the proposed project (rather than with the variant) for the term of the development agreement, the one-time reduction of 6 tons of ozone precursor emissions listed above under (1) and (2) shall be reduced to a one-time reduction of 3 tons of ozone precursor emissions. This 3 tons reduction amount is intended to offset the maximum emissions year conservatively assumed to occur during the second year of proposed project construction in 2019. Specifically, the mitigated construction related NO_x emissions for the proposed project are estimated at 12.60 tons, which would exceed the 10-tons threshold by 2.6 tons and require an offset of 3 tons of NO_x.</p>				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>Mitigation Measure M-AQ-1e: Implement Best Available Control Technology for Operational Diesel Generators</p> <p>To reduce operational NO_x and PM emissions under the proposed project or variant, the project sponsors, as applicable, shall require in applicable contracts that the operational backup diesel generators:</p> <ol style="list-style-type: none"> (1) comply with ARB Airborne Toxic Control Measure emissions standards for model year 2008 or newer engines; and (2) meet or exceed one of the following emission standards for particulate matter: (A) Tier 4 final certified engine or (B) Tier 4 interim or Tier 3 certified engine that is equipped with an ARB Level 3 VDECS. A nonverified diesel emissions control strategy may be used if the filter has the same PM reduction as the identical ARB-verified model and BAAQMD approves of its use. <p>The project sponsors, as applicable, shall submit documentation of compliance with the BAAQMD NSR permitting process (Regulation 2, Rule 2, and Regulation 2, Rule 5) and the emissions standard requirement of this measure to the Planning Department for review and approval before a permit for a backup diesel generator is issued by any City agency.</p> <p>Once operational, all diesel backup generators shall be maintained in good working order for the life of the equipment and any future replacement of the diesel backup generators shall be required to be consistent with these emissions specifications. The operator of the facility at which the generator is located shall maintain records of the testing schedule for each diesel backup generator for the life of that diesel backup generator. The facility operator shall provide this information for review to the Planning Department within 3 months of a request for such information.</p>	Project sponsor and construction contractor.	Prior to issuance of a permit for each backup diesel generator.	Project sponsor shall submit documentation of compliance to the Planning Department for review and approval within 3 months of a request for such information.	Considered complete upon review and approval of documentation by Planning Department staff.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>Mitigation Measure M-AQ-1f: Prepare and Implement Transportation Demand Management</p> <p>To reduce operational mobile source emissions, the project sponsors shall prepare and implement a transportation demand management (TDM) plan. The TDM plan shall have a goal of reducing estimated aggregate daily one-way vehicle trips associated with the 700 Innes and India Basin Open Space properties by at least 15 percent compared to the aggregate daily one-way vehicle trips identified in the project-related Transportation Impact Study dated July 2017 and the Supplement to the Transportation Impact Study, dated April 27, 2018, (together, the “Final Transportation Impact Study”) and included in EIR Appendix D as calculated before the imposition of TDM measures.</p> <p>To ensure that this reduction goal could be reasonably achieved, the project sponsors shall have a TDM plan with a goal of reducing the daily one-way vehicle trips to and from the project site by 15 percent for all buildings that have received a certificate of occupancy and that are at least 75 percent occupied, relative to the aggregate daily one-way vehicle trips anticipated for those buildings based on the trip generation rates contained within the Final Transportation Impact Study as calculated before the imposition of TDM measure.</p> <p>The calculations shall use the baseline scenario trip generation rates contained in the Final Transportation Impact Study until the point at which SFMTA provides 1,000 passenger capacity per weekday PM peak hour along Innes Avenue, at which point the calculations shall use the Cumulative scenario trip rates in the Final Transportation Impact Study. There shall be a transportation management association that would be responsible for the administration, monitoring, and adjustment of the TDM plan. The project sponsors shall be responsible for monitoring implementation of the TDM plan and proposing adjustments to the plan if its goal is not being achieved, in accordance with the following provisions. The TDM plan may include but is not limited to the types of measures summarized below by way of example. Actual TDM measures selected should include those from the City’s adopted TDM Program Standards, which describe the scope and applicability of candidate measures in detail and include:</p> <ul style="list-style-type: none"> • Active Transportation: Streetscape improvements to encourage walking, secure bicycle parking, shower and locker facilities for cyclists, subsidized bikeshare memberships for project occupants, bicycle repair and maintenance services, and other bicycle-related services. 	<p>Project sponsors of 700 Innes and India Basin Open Space properties and transportation consultant to prepare the TDM Plan, which will be implemented by the TDM Coordinator and building management and will be binding on all development parcels within 700 Innes and India Basin Open Space properties.</p>	<p>TDM Coordinator and/or project sponsors to prepare TDM Plan and submit to Planning Department and SFMTA staff prior to approval of the site permit application for first building.</p> <p>The TDM plan shall have been approved by the Planning Department before site permit application for the first building, and the plan shall be implemented for each new building upon the issuance of the certificate of occupancy for that building.</p> <p>The TDM plan shall remain a component of the proposed project and variant to be implemented for the duration of the proposed project or variant.</p>	<p>TDM Coordinator to submit the TDM Plan to Planning Department And SFMTA staff for review and approval.</p> <p>Transportation Coordinator to submit monitoring report per reporting periods to Planning Department staff and implement TDM Plan Adjustments (if required).</p>	<p>The TDM Plan is required for the duration of the proposed project or variant.</p> <p>Monitoring reports would be on-going during project buildout, or until eight consecutive reporting periods show that the fully-built project has met its reduction goals. If after eight reporting periods the sponsor achieves TDM Plan reduction goal, the eighth monitoring report can be deemed the final TDM Plan report. However, if the TDM Plan reductions cannot be met, the project sponsors can elect to pay an additional offset fee. Specifically, in addition to paying the emission offset fees set forth in Mitigation Measure M-AQ-1d, the project sponsors may pay an additional offset fee in accordance with Mitigation Measure M-AQ-1d. This additional offset fee would be the amount required to address both the shortfall in reduction during the previously monitored years and the anticipated shortfall in the remaining expected years of project operations.</p>

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<ul style="list-style-type: none"> • Car-Share: Car-share parking spaces and subsidized memberships for project occupants. • Delivery: Amenities and services to support delivery of goods to project occupants. • Family-Oriented Measures: On-site childcare and other amenities to support the use of sustainable transportation modes by families. • High-Occupancy Vehicles: Carpooling/vanpooling incentives and shuttle bus service. • Information and Communications: Multimodal wayfinding signage, transportation information displays, and tailored transportation marketing services. • Land Use: On-site affordable housing and healthy food retail services in underserved areas. • Parking: Unbundled parking, short-term daily parking, parking cash-out offers, and reduced off-street parking supply. 				
<p>The TDM plan shall describe each measure, including the degree of implementation (e.g., how long will it be in place, how many tenants or visitors it will benefit, on which locations within the site it will be placed) and the population that each measure is intended to serve (e.g., residential tenants, retail visitors, employees of tenants, visitors). The TDM plan shall commit to monitoring of vehicle trips to and from the project site to determine the plan's effectiveness, as described in "TDM Plan Monitoring and Reporting" below. The TDM plan shall have been approved by the Planning Department before site permit application for the first building, and the plan shall be implemented for each new building upon the issuance of the certificate of occupancy for that building.</p>				
<p>The TDM plan shall be submitted to the Planning Department for approval to ensure that components of the plan intended to meet the reduction target are shown in the plan and/or ready to be implemented upon the issuance of each certificate of occupancy.</p>				
<p>The TDM plan shall remain a component of the proposed project and variant to be implemented for the duration of the proposed project or variant.</p>				
<p>TDM Plan Monitoring and Reporting: The TDM Coordinator shall collect data, prepare monitoring reports, and submit them to the Planning Department. To ensure that the goal of reducing by at least 15 percent the aggregate daily one-way vehicle trips is reasonably achievable, the project sponsor shall</p>				

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<p>monitor daily one-way vehicle trips for all buildings that have received a certificate of occupancy and that are at least 75 percent occupied, and shall compare these vehicle trips to the aggregate daily one-way vehicle trips anticipated for those buildings based on the trip generation rates contained within the project’s Final Transportation Impact Study.</p>				
<p>Timing. The TDM Coordinator shall collect monitoring data and shall begin submitting monitoring reports to the Planning Department 18 months after issuance of the first certificate of occupancy for buildings that are at least 75 percent occupied on the 700 Innes property that include off-street parking or the establishment of surface parking lots or garages. Thereafter, annual monitoring reports shall be submitted (referred to as “reporting periods”) until five consecutive reporting periods show that the fully built project has met the reduction goal. From that point on, monitoring data shall be submitted to the Planning Department once every three years. Each trip count and survey (see below for description) shall be completed within 30 days after the end of the applicable reporting period. Each monitoring report shall be completed within 90 days after the applicable reporting period. The timing of monitoring reports shall be modified so that a new monitoring report is submitted 12 months after adjustments are made to the TDM plan to meet the reduction goal, as may be required under the “TDM Plan Adjustments” heading, below. In addition, the Planning Department may modify the timing of monitoring reports as needed to consolidate this requirement with other monitoring and/or reporting requirements for the proposed project or variant, such as annual reporting under the proposed project’s or variant’s development agreement.</p>				
<p>Term. The project sponsors shall monitor, submit monitoring reports, and make plan adjustments until the earlier of: (i) the expiration of the development agreement, or (ii) the date the Planning Department determines that the reduction goal has been met for up to eight consecutive reporting periods.</p>				
<p>Components: The monitoring and reporting, including trip counts, surveys and travel demand information, shall include the following components or comparable alternative methodology and components, as approved, accepted or provided by Planning Department staff:</p>				
<p>(1) Trip Count and Intercept Survey: Provide a site-wide trip count and intercept survey of persons and vehicles arriving and leaving the project site for no less than two days during the reporting period between 6:00 a.m. and 8:00 p.m. One day shall be a Tuesday, Wednesday, or Thursday on which San Francisco public schools are in session during one week</p>				

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<p>without federally recognized holidays, and another day shall be a Tuesday, Wednesday, or Thursday on which San Francisco public schools are in session during another week without federally recognized holidays. The trip count and intercept survey shall be prepared by a qualified transportation or survey consultant, and the Planning Department shall approve the methodology prior to the Project Sponsors conducting the components of the trip count and intercept survey. The Planning Department anticipates it will have a standard trip count and intercept survey methodology developed and available to project sponsors at the time of data collection.</p>				
(2) Travel Demand Information: The above trip count and survey information shall be able to provide the travel demand analysis characteristics (work and non-work trip counts, origins and destinations of trips to/from the project site, and modal split information), as outlined in the Planning Department's Transportation Impact Analysis Guidelines for Environmental Review, October 2002, or subsequent updates in effect at the time of the survey.				
(3) Documentation of Plan Implementation: The TDM coordinator shall work in conjunction with the Planning Department to develop a survey (online or paper) that can be reasonably completed by the TDM coordinator and/or Transportation Management Association (TMA) staff members to document implementation of TDM program elements and other basic information during the reporting period. The project sponsors shall include this survey in the monitoring report submitted to the Planning Department.				
(4) Assistance and Confidentiality: The Planning Department will assist the TDM coordinator with questions regarding the components of the monitoring report and will assist the TDM coordinator in determining ways to protect the identity of individual survey responders.				
<p>TDM Plan Adjustments. The project sponsors shall adjust the TDM plan based on the monitoring results if three consecutive reporting periods demonstrate that measures in the TDM plan are not achieving the reduction goal. The TDM plan adjustments shall be made in consultation with Planning Department staff and may require refinements to existing measures (e.g., change to subsidies, increased bicycle parking), inclusion of new measures (e.g., a new technology), or removal of existing measures (e.g., measures shown to be ineffective or induce vehicle trips). If the Planning Department determines that the reduction goal has been met for eight consecutive reporting</p>				

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<p>periods, the TDM Plan in place at the time of the eighth consecutive successful reporting period shall be considered the final TDM Plan.</p> <p>If the monitoring results from three consecutive reporting periods demonstrate that measures in the TDM plan are not achieving the reduction goal, the TDM plan adjustments shall occur within 270 days after the last consecutive reporting period. The TDM plan adjustments shall occur until the monitoring results of three consecutive reporting periods demonstrate that the reduction goal is achieved.</p> <p>If after implementing TDM plan adjustments, the project sponsors have not met the reduction goal for up to eight consecutive reporting periods, as determined by the Planning Department, then the project sponsors may, at any time thereafter, elect to use another means to address the shortfall in meeting the TDM plan reduction target. Specifically, in addition to paying the emission offset fees set forth in Mitigation Measure M-AQ-1d, the project sponsors may pay an additional offset fee in accordance with Mitigation Measure M-AQ-1d. This additional offset fee would be the amount required to address both the shortfall in reduction during the previously monitored years and the anticipated shortfall in the remaining expected years of project operations. The anticipated shortfall shall be based on the shortfall that occurred in the most recently monitored year. Calculations of emissions to be offset shall be based on the total amount of emissions anticipated to be reduced by achieving the 15 percent TDM goal, adjusted for the actual percentage of aggregate daily one-way vehicle trip reduction achieved in the most recently monitored year. After paying this additional offset fee, the project sponsors shall continue to monitor, report and adjust their TDM Plan in accordance to this Mitigation Measure M-AQ-1f, to ensure that the shortfall from the reduction goal does not increase significantly over time for the duration of the term defined herein. At the end of that term, the project sponsors' monitoring, reporting, and adjusting obligations of MM-AQ-1f shall terminate, but the project sponsors shall continue to implement the final TDM Plan for the life of the project. The final TDM Plan shall be either a) the TDM Plan that met the reduction goal for eight consecutive reporting periods; or b) if the project sponsors have paid an additional offset fee, the TDM plan that achieved the highest reduction goal for any reporting period.</p>				

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Wind Mitigation Measures				
<p>Mitigation Measure M-WI-1a: Wind Impact Analysis and Mitigation for Buildings 100 Feet or Greater in Height During Partial Buildout</p> <p>With the goal of preventing a net increase in hazardous wind hours beyond those identified by prior wind tunnel testing conducted for this EIR during project construction, prior to obtaining a building permit for any project or variant building within the project site proposed to be at least 100 feet in height, the project sponsors shall undertake or cause their construction contractor(s) to undertake a wind impact analysis for such proposed building.</p> <p>a. The wind impact analysis shall be conducted by a qualified wind consultant approved by the Planning Department’s Environmental Review Officer (ERO). The wind consultant shall review the proposed building design taking into account the building design and feasible mitigation required by Mitigation M-WI-1c. The wind consultant shall provide a qualitative analysis of whether the building could result in a net increase in hazardous wind hours under partial build-out conditions that are beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR. The analysis shall compare the exposure, massing, and orientation of the proposed building to the same building in the representative massing models for the proposed project or variant. The comparison shall also analyze the potential wind impacts of the proposed building relative to existing conditions, those identified in the discussion of operational wind hazards, and to the City’s wind hazard criterion. The existing conditions in this analysis shall be considered to include any existing buildings at the site, the as-built designs of all previously completed structures, and the then-current designs of approved but as-yet-unbuilt structures that would be completed by the time of occupancy of the subject building.</p> <p>b. If the qualified wind consultant determines that the building could result in a net increase in hazardous wind hours under partial build-out conditions that are beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR, but in the consultant’s professional judgment, temporary measures would reduce such impact, the consultant shall notify the ERO and the building applicant. The consultant’s professional judgment may be informed by the use of “desktop” analytical tools, such as computer tools relying on results of prior wind tunnel testing for the proposed project and other projects (i.e., “desktop” analysis does not include new wind tunnel testing). The analysis shall include consideration</p>	Project sponsors, construction contractor, wind consultant, and Planning Department.	Prior to permit issuance for a building permit for any building within the project site at least 100 feet tall.	Planning Department, project sponsors, and wind consultant.	Considered complete when the wind consultant demonstrates to the satisfaction of the ERO that the modified design, taking into account any temporary measures, would not create a net increase in hazardous wind hours under partial build-out conditions that are beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR and in subsequent wind analysis required by mitigation measure M-WI-1a. If the qualified wind consultant is unable to demonstrate that wind mitigation measures would reduce wind hazard impacts to less-than-significant levels after wind tunnel testing or an equivalent method of quantitative evaluation, the building applicant shall provide a Wind Safety Plan to the Planning Department for review and approval by the ERO, and this mitigation measure shall be considered complete upon the Planning Department and ERO’s review and approval of the Wind Safety Plan.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>of wind location, duration, and speed of wind. The building applicant shall propose temporary measures to reduce wind hazards under partial build-out conditions to the extent feasible. Such temporary measures include but are not limited to the following measures:</p> <ul style="list-style-type: none"> • At building corners, introduce hard landscaping such as localized porous/solid screens, soft landscaping such as localized trees, or hedge plantings. • Install semi-permanent windscreens or temporary landscaping features (such as shrubs in large planters) that provide some wind sheltering and also direct pedestrian and bicycle traffic around hazardous areas. • Introduce solid/porous screens and soft landscaping to create localized pockets suitable for use as recreational space or for lengthy use as outdoor seating. • Introduce temporary canopies and cabanas at outdoor seating areas. <p>The wind consultant shall then reevaluate the building design(s) taking into account the temporary measures. If the wind consultant demonstrates to the satisfaction of the ERO that the modified design, taking into account any temporary measures, would not create a net increase in hazardous wind hours under partial build-out conditions that are beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR and in subsequent wind analysis required by this mitigation measure, no further review would be required.</p> <p>c. If the qualified wind consultant is unable to demonstrate that temporary measures would reduce wind hazard impacts under partial build-out conditions to less-than-significant levels, then wind tunnel testing or an equivalent method of quantitative evaluation shall be required. The proposed building shall be wind tunnel tested using a model that represents the proposed building in the context of existing partial build-out conditions. The testing shall include test points deemed appropriate by the consultant and agreed upon by the Planning Department to determine the wind performance of the building, such as building entrances and sidewalks. If the wind tunnel testing determines that the building's design, including temporary measures, would increase the hours of wind hazard or the extent of area subject to hazardous winds under partial build-out conditions beyond those identified for full build-out conditions by prior wind testing conducted for this EIR, the wind consultant shall notify the Planning Department and the building applicant. The building applicant shall propose feasible mitigation strategies including any of the above measures to reduce</p>				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>wind hazards. If the wind consultant demonstrates to the satisfaction of the ERO that the modified design would not create a net increase in hazardous wind hours or locations under partial build-out conditions beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR, no further review would be required.</p> <p>d. If the qualified wind consultant is unable to demonstrate that wind mitigation measures would reduce wind hazard impacts to less-than-significant levels after wind tunnel testing or an equivalent method of quantitative evaluation, the building applicant shall provide a Wind Safety Plan to the Planning Department and the ERO. The Wind Safety Plan shall include recommendations for site safety precautions for times when very strong winds occur on-site or may be expected, such as when high-wind watches or warnings are announced by the National Weather Service. Site safety precautions can include, but not be limited to any of the following:</p> <ul style="list-style-type: none"> • warning pedestrians and bicyclists of hazardous winds by placing weighted warning signs; and • identifying alternative pedestrian and bicycle routes that avoid areas likely to be exposed to hazardous winds. <p>The project sponsors shall ensure by conditions of approval for any construction activity, and the Planning Department shall ensure by conditions of approval for building permits and site permits, that the project sponsors and the subsequent building developer(s) cooperate to implement and maintain all measures and precautions identified by the wind consultant.</p>				
<p>Mitigation Measure M-WI-1b: Temporary Wind Reduction Measures during Construction</p> <p>For the active construction areas, the wind consultant may identify those construction sites that would be especially exposed to strong winds. The consultant may recommend construction site safety precautions for times when very strong winds occur on-site or may be expected, such as when high-wind watches or warnings are announced by the National Weather Service. The objective of these precautions shall be to minimize risks and prevent injuries to workers and the public from stacked materials, such as shingles and sheets of plywood, that can be picked up and carried by strong winds, and from temporary signage, siding or roofing, or light structures that could be detached and carried by the wind.</p> <p>As part of construction site safety planning, the project sponsors shall require, as a condition of contracts, that contractors consider all potential wind-related risks to the public from their construction activities, and shall develop a safety</p>	<p>Project sponsors and construction contractor.</p>	<p>Wind safety plan would be prepared prior to issuance of grading, excavation, or demolition permits. The wind safety plan shall be in effect during construction activities and until the final certificate of occupancy is granted.</p>	<p>Planning Department.</p>	<p>Considered complete after the final certificate of occupancy for the last building is granted.</p>

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>plan to address and control all such risks related to their work. The safety plan could include but not be limited to measures such as:</p> <ul style="list-style-type: none"> warning pedestrians and bicyclists of hazardous winds by placing weighted warning signs; identifying alternative pedestrian and bicycle routes that avoid areas likely to be exposed to hazardous winds; and installing semi-permanent windscreens or temporary landscaping features (such as shrubs in large planters) that provide some wind sheltering and also direct pedestrian and bicycle traffic around hazardous areas. 				
<p>Mitigation Measure M-WI-1c: Reduce Effects of Ground-Level Hazardous Winds through Ongoing Review</p> <p>In order to mitigate to the extent feasible new wind hazards created with full build-out under the proposed project or variant identified by prior wind testing, a wind impact analysis by a qualified wind consultant shall be required prior to building permit issuance for any building more than 100 feet tall. The purpose of this supplemental wind impact analysis would be to prevent the total duration of wind hazard exceedances across the project site from exceeding the total duration of wind hazard exceedances under full build-out conditions with the proposed project or variant determined in the Wind Tunnel Report, included in EIR Appendix H, based on the prior wind tunnel testing undertaken by BMT Fluid Mechanics (BMT). Based on the Wind Tunnel Report, the total number of wind hazard exceedance hours shall not exceed 767 hours.</p> <ul style="list-style-type: none"> The proposed building(s) shall be wind tunnel tested using a model that represents the current proposed building(s) defined as the building configurations assumed in the Wind Tunnel Report updated to reflect the design of any constructed buildings at the site and the as-built designs of all approved but yet unbuilt structures. The testing shall include the test points previously studied (see Table 3.9-1). If the wind tunnel testing determines that the building's design would increase the total duration of hazardous winds from the conditions identified in the Wind Tunnel Report, the wind consultant shall notify the Planning Department and the building applicant. The building applicant shall then propose feasible mitigation strategies, including any architectural features, to reduce the total duration of wind hazards. <ul style="list-style-type: none"> At building corners, introduce hard landscaping such as localized porous/solid screens, soft landscaping such as localized trees, or hedge plantings. 	<p>Project sponsors, construction contractor, wind consultant, and Planning Department.</p>	<p>Prior to permit issuance for a building permit for any building within the project site at least 100 feet tall.</p>	<p>Planning Department, project sponsors, and wind consultant.</p>	<p>Considered complete when the wind consultant demonstrates to the satisfaction of the ERO that the modified design would not exceed the total number of wind hazard exceedance hours (767 hours) identified in prior wind tunnel testing conducted for the proposed project in the EIR.</p>

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<ul style="list-style-type: none"> – Introduce canopies along building façades at the pedestrian level. – Introduce solid/porous screens and soft landscaping to create localized pockets suitable for use as recreational space or for lengthy use as outdoor seating. – Introduce parapets, canopies, and cabanas at outdoor seating areas. 				
<p>If the wind consultant demonstrates to the satisfaction of the ERO that the modified design would not increase the total duration of hazardous winds identified in prior wind tunnel testing conducted for this EIR, no further design modifications would be required.</p>				
<ul style="list-style-type: none"> • If the wind consultant determines that even after the modifications of the design that the building(s) would result in greater than 767 wind hazard exceedance hours, the wind consultant shall work with the project sponsors, architect, and/or landscape architect to identify specific additional feasible measures that may include landscaping features and street furniture that would reduce the total duration of wind hazards to the extent feasible. The ability of the design alterations to reduce the wind hazard to the extent feasible shall be demonstrated by subsequent wind tunnel testing of the modified design and landscaping that compares the modified building design and landscaping to the wind hazard exceedance hours of 767 hours for the proposed project, no further review is required. 				

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Biological Resources Mitigation Measures				
<p>Mitigation Measure M-BI-1a: Prepare and Implement a Hydroacoustic Monitoring Program for Special-Status Fish and Marine Mammals</p> <p>Before the start of construction, the project sponsors shall prepare a hydroacoustic monitoring plan and obtain approval from NMFS. The plan shall be provided to NMFS for review and approval before construction.</p> <p>The plan shall provide details regarding the estimated underwater sound levels expected, sound attenuation methods, methods used to monitor and verify sound levels during pile-driving activities, and management practices to be taken to reduce pile-driving sound in the marine environment to below NMFS thresholds for injury to fish, as feasible, and below NMFS thresholds for marine mammals.</p> <p>The plan shall include but not be limited to the following measures for special-status fish:</p> <ul style="list-style-type: none"> • All steel pilings shall be installed with a vibratory pile driver to the deepest depth practicable. An impact pile driver may be used only where necessary to complete installation of the steel pilings, in accordance with seismic safety or other engineering criteria. • The smallest pile driver and minimum force necessary shall be used to complete the work. • The hammer shall be cushioned using a 12-inch-thick wood block during all impact hammer pile-driving operations to the extent feasible. • A bubble-curtain, air barrier, or similar technology shall be employed during all impact pile-driving activities. • A “soft start”¹ technique shall be employed upon initial pile-driving activities every day to allow fish an opportunity to vacate the area. • During impact pile driving, the contractor shall limit the number of strikes per day to the minimum necessary to complete the work. • No pile driving shall occur at night. • During impact pile driving, a qualified fish biologist shall monitor the project site for fish that exhibit signs of distress. If fish are observed rising to the surface, work shall be halted by the biologist, and the cumulative SEL up to 	Project sponsors, with direction from NMFS.	Prior to the start of pile driving in the Bay.	Project sponsors to prepare a hydroacoustic monitoring plan and obtain approval from NMFS.	Considered complete upon review and approval of the sound attenuation and monitoring plan by NMFS and after the conclusion of all in-water pile driving activities.

¹ Soft starts require an initial set of three strikes from the impact hammer at 40 percent energy, followed by a 1-minute waiting period between subsequent three-strike sets. Soft starts for vibratory hammers initiate noise at 15 seconds at reduced energy, followed by a 1-minute waiting period between subsequent starts. This process should continue for a period of no less than 20 minutes.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>that point shall be examined. If the cumulative SEL is close to or exceeds the threshold, then pile-driving activities will cease until the next day.</p> <ul style="list-style-type: none"> • All pile-driving and pile-removal activity shall be monitored by a NMFS-approved biological monitor before and during all pile driving. The biological monitor shall maintain a monitoring log of daily pile-driving activities, any field sound measurements, fish sightings, and implementation of soft-start and shutdown requirements. A monitoring report shall be prepared for submission to NMFS (submitted monthly and at the completion of all pile-driving/pile removal activities). • The hydroacoustic monitoring program shall incorporate NMFS-recommended work windows to avoid impacts on special-status fish species that have the potential to occur at the project site during only certain portions of the year. This includes limiting work between December 1 and May 31 to avoid impacts on steelhead and green sturgeon, and monitoring for herring spawning events in the vicinity of the project site between December 1 and February 29. In the event that monitoring identifies a herring spawning event that could be affected by project-related construction activities, all in-water work shall be temporarily halted. In-water work shall not resume until a qualified biologist determines that no additional impact on spawning herring would occur. <p>The project sponsors shall coordinate with the NMFS Office of Protected Resources pursuant to the Marine Mammal Protection Act to develop an appropriate plan and monitoring program for potential effects to species during noise generating work. The plan shall include but not be limited to the following measures for marine mammals:</p> <ul style="list-style-type: none"> • Zones of influence shall be based on the estimated NMFS injury threshold contours for the different marine mammals. These zones of influence may be modified, based on subsequent analysis of the actually proposed piles, equipment, and activity before construction, but only with the approval of NMFS. • Hydroacoustic monitoring according to the hydroacoustic monitoring plan shall be completed during initial pile driving to verify projected isopleths for pile driving and removal. The plan shall require real-time hydroacoustic monitoring for a sufficient number of piles to determine and verify modeled noise isopleths. The safety zones established before construction may be modified, based on field measurements of different pile-driving activity, if the field measurements indicate different threshold contours than estimated 				

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<p>before construction, but only with the approval of NMFS.</p> <ul style="list-style-type: none"> • During pile-driving and pile-removal activity, a NMFS-approved marine mammal observer would monitor the work area for marine mammal presence. If a marine mammal is observed in or swimming into an unauthorized zone of influence, work would stop until the animal was observed, or determined to be, outside of the area of potential injury. • A “soft start”² technique shall be employed each day upon commencement of pile-driving activity, any time after pile-driving activity ceases for more than 1 hour, and any time after pile-driving activity shuts down because a marine mammal has entered a safety zone. • All pile-driving and pile-removal activity shall be monitored by an NMFS-approved biological monitor before and during all pile driving to inspect the work zone and adjacent Bay waters for marine mammals and implement the safety zone requirements described above. The biological monitor shall maintain a monitoring log of daily pile-driving activities; any field sound measurements; marine mammal sightings; and implementation of soft-start, shutdown, and safety-zone requirements. A monitoring report shall be prepared for submission to NMFS (submitted monthly and at the completion of all pile-driving/pile-removal activities). 				
<p>Mitigation Measure M-BI-1b: Implement Avoidance and Minimization Measures for Special-Status Species</p> <p>The project sponsors and the project construction contractor(s) they procure shall implement the following avoidance and minimization measures for special-status species:</p> <ul style="list-style-type: none"> • Implement a Worker Environmental Awareness Program (WEAP): An education program shall be developed and implemented by a qualified biologist and attended by all construction personnel performing demolition or ground-disturbing work before such work commences on-site. Upon completion of the program, employees shall sign a form stating that they attended the training session and understand all conservation and protection measures. All future construction personnel shall be required to attend the presentation (either an in-person presentation or a recording of the prior presentation) and sign the form before beginning work on the project site. The signed forms shall be kept on file for the duration of construction and 	Project sponsors, construction contractor, and qualified wildlife biologist.	Worker Environmental Awareness Program shall be developed and implemented prior to receiving a grading, demolition, or excavation permit. Other measures ongoing during construction.	Planning Department.	Considered complete after the conclusion of construction activities and after the Worker Environmental Awareness Program attendance forms are provided to the Planning Department.

² Soft starts require an initial set of three strikes from the impact hammer at 40 percent energy, followed by a 1-minute waiting period between subsequent three-strike sets. Soft starts for vibratory hammers will initiate noise at 15 seconds at reduced energy, followed by a 1-minute waiting period between subsequent starts. This process should continue for a period of no less than 15 minutes.

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<p>provided to the City and County of San Francisco upon request. The WEAP shall include but not be limited to education on:</p> <ul style="list-style-type: none"> (a) applicable State and federal laws, environmental regulations, project permit conditions, and penalties for noncompliance; (b) special-status plant and animal species with the potential to be encountered on or in the vicinity of the project site during construction; (c) avoidance measures and a protocol for encountering special-status species, including a communication chain; (d) preconstruction surveys and biological monitoring requirements associated with each phase of work and at specific locations within the project site (e.g., shoreline work), as biological resources and protection measures will vary depending on the location of work on the site, the time of year, and the type of construction activity; (e) known sensitive resource areas in the project vicinity that are to be avoided and/or protected, as well as approved project work areas, access roads, and staging areas; and (f) BMPs (e.g., straw wattles or spill kits) and their locations around the project site for erosion and species exclusion, in addition to general housekeeping requirements. <ul style="list-style-type: none"> • Avoid Attracting Predators: To eliminate attractions for predators, all food-related trash items such as wrappers, cans, bottles, and food scraps shall be disposed of in solid, closed containers (trash cans) and removed from the entire construction site at the end of each working day. • Avoid Entanglement: Tightly woven fiber netting or similar material shall be used at the project site for erosion control or other purposes to ensure that individuals are not trapped. This limitation shall be communicated to the contractor through use of special provisions included in the bid solicitation package. Plastic monofilament netting (erosion control matting) or similar material shall not be used at the project site because special-status species may become entangled or trapped in it. 				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>Mitigation Measure M-BI-1c: Prepare and Implement a Vegetation Restoration Plan and Compensatory Mitigation</p> <ul style="list-style-type: none"> To restore temporarily affected habitat, the project sponsors shall prepare and implement a vegetation restoration plan with detailed specifications for minimizing the introduction of invasive weeds and restoring all temporarily disturbed areas, and shall ensure that the contractor successfully implements the plan. The plan shall indicate the best time of year for seeding to occur. <p>To facilitate preparation of the plan, the project sponsors shall ensure that, before construction, a botanist (experienced in identifying sensitive plant species in the project area) performs additional preconstruction surveys of the areas to collect more detailed vegetation composition data, including species occurrence, vegetation characterization (e.g., tree diameter size), and percent cover of plant species. Photo documentation shall be used to show pre-project conditions.</p> <p>The minimum weed control and restoration measures and the success criteria to be included in the vegetation restoration plan are described below.</p> <p>Invasive Weed Control Measures</p> <p>Invasive weeds readily colonize soils that have been disturbed by grading or other mechanical disturbance. The project sponsors shall incorporate the following measures into the construction plans and specifications to prevent the spread of invasive weeds into nearby areas:</p> <ol style="list-style-type: none"> Construction equipment shall arrive at the project area free of soil, seed, and plant parts to reduce the likelihood of introducing new weed species. Any imported fill material, soil amendments, gravel, etc., required for construction and/or restoration activities that would be placed within the upper 12 inches of the ground surface shall be free of vegetation and plant material. Certified, weed-free, imported erosion-control materials (or rice straw in upland areas) shall be used exclusively, as applicable (this measure concerns biological material and does not preclude the use of silt fences and other measures). The environmental awareness training program for construction personnel shall include an orientation regarding the importance of preventing the spread of invasive weeds. To reduce the seed bank in weed-dominated ruderal areas, the 	<p>Project sponsors, qualified botanist (experienced in identifying sensitive plant species in the project area), and USFWS/CDFW, if necessary.</p>	<p>Ongoing during construction.</p>	<p>Planning Department to review and approve a vegetation restoration plan.</p>	<p>Considered complete after the vegetation restoration plan is reviewed and approved by the Planning Department, after permanently affected areas have been mitigated at a ratio of no less than 1:1, unless otherwise approved by USFWS and/or CDFW, and after a qualified biologist has monitored the re-vegetated areas for a period of 5 years, or as otherwise determined by the applicable resource agencies.</p>

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<p>contractor shall mow, disk, apply spot-applications of herbicide to weeds, and/or remove weeds, as appropriate (i.e., before seed set and dispersal) and before surface clearing and site preparation.</p> <p>(f) Before tracked and heavy construction equipment leaves the project area, any accumulation of plant debris, soil, and mud shall be washed off the equipment or otherwise removed on-site, and air filters shall be blown out.</p> <p>(g) No invasive species shall be used in any restoration seeding.</p> <p>(h) Implementation of these measures during construction and site restoration activities shall be verified and documented by a biological or environmental monitor.</p>				
Minimum Restoration Measures				
<p>Restoration areas are portions of the project area that would be disturbed during project-related construction activities but would subsequently be restored to their preconstruction conditions, or better. No soil containing plant materials may be used for revegetation to avoid inadvertent introduction of nonnative plant pathogens like phytophthora (<i>Phytophthora</i> sp.). To restore temporarily disturbed areas, the project sponsors shall ensure the following:</p>				
<p>(a) Native coastal scrub and tidal marshland areas shall be reseeded with a native seed mix or replanted with native stock.</p> <p>(b) For any tree to be removed, RPD and BUILD shall ensure that replacement trees are planted within or in the vicinity of the project area as follows:</p> <ul style="list-style-type: none"> • Trees shall be replaced within the first year after the completion of construction or as soon as possible in an area where construction is completed, during a favorable time of year as determined by an arborist or biologist with experience in restoration. • Selection of replacement sites and installation of replacement plantings shall be supervised by an arborist or biologist with experience in restoration. Irrigation of tree plantings during the initial establishment period shall be provided as deemed necessary by an arborist or biologist with experience in restoration. • An arborist or biologist with experience in restoration shall monitor new plantings at least once a year for 5 years or as otherwise determined by the applicable resource agencies. 				

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<ul style="list-style-type: none"> Any replacement plantings installed as remediation for failed plantings shall be planted as stipulated here for original plantings, and shall be monitored for 5 years after installation, or as otherwise determined by the applicable resource agencies. 				
Minimum Success Criteria				
<p>Unless the applicable resource agencies determine that different but equivalent or more stringent criteria should be applied, the success criteria for restoring temporarily disturbed areas shall be as follows:</p>				
<ul style="list-style-type: none"> (a) All temporarily disturbed areas shall be restored to approximately their baseline condition. Vegetation cover shall be at least 70 percent of the baseline; that is, absolute cover of the revegetation site shall be no less than 70 percent of the baseline absolute cover of native and naturalized species (i.e., excluding target invasives). Cover in the revegetation site shall contain no more than 10 percent absolute cover of target invasives or no more cover of invasives than the baseline, whichever is greater. (b) Vegetation in restoration areas shall be functional, fully established, and self-sustaining as evidenced by successive years of healthy vegetative growth; observed increase in vegetative cover, canopy cover, and/or plant height; and successful flowering, seed set, and/or vegetative reproduction over the 5-year monitoring period. (c) Revegetation work shall start within 1 year of construction completion. (d) Revegetation shall be monitored at least once a year for 5 years or as otherwise determined by the applicable resource agencies. (e) Individual native trees shall have 65 percent survivorship by the fifth monitoring year. (f) Restoration areas shall be monitored for target invasive plants quarterly in the first 5 years after replanting. If invasive plants are found during the 5-year monitoring period, they shall be removed as necessary to support meeting the cover and vegetation composition success criteria. (g) Monitoring and maintenance shall continue until the minimum success criteria specified in parts (a) through (e) are met, or as otherwise determined by the applicable resource agencies. 				
Compensatory Mitigation				
<p>The project sponsors shall fully compensate for permanent losses of developed open water, open water, seasonal wetland, wetland swale, tidal marsh including areas of bare ground and beach, and nonwetland waters</p>				

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(2.11 acres total) as defined in Table 3.1-5. In addition, the project sponsors shall fully compensate the permanent loss of native coastal scrub (0.77 acre). Compensatory mitigation may occur through the creation of habitat on-site at any of the four project site properties, or through purchase of credits at an off-site mitigation bank. Permanently affected areas shall be mitigated at a ratio of no less than 1:1, unless otherwise approved by USFWS and/or CDFW.	Project sponsors and a qualified wildlife biologist (if necessary).	Ongoing during construction within 700 feet of Heron's Head Park between February 1 and August 31.	USFWS and Planning Department	If construction activities within 700 feet of Heron's Head Park occurs between September 1 and January 31, M-BI-1d shall be considered complete upon review and approval of construction schedule by Planning Department. If construction activities within 700 feet of Heron's Head Park occurs between February 1 and August 3, M-BI-1d shall be considered complete upon reporting the findings of a USFWS-approved protocol-level survey for Ridgway's rail to USFWS prior to the start of construction.
Mitigation Measure M-BI-1d: Avoid Ridgway's Rail Habitat During the Nesting Season	Project sponsors and a qualified wildlife biologist (if necessary).	Ongoing during construction within 700 feet of Heron's Head Park between February 1 and August 31.	USFWS and Planning Department	If construction activities within 700 feet of Heron's Head Park occurs between September 1 and January 31, M-BI-1d shall be considered complete upon review and approval of construction schedule by Planning Department. If construction activities within 700 feet of Heron's Head Park occurs between February 1 and August 3, M-BI-1d shall be considered complete upon reporting the findings of a USFWS-approved protocol-level survey for Ridgway's rail to USFWS prior to the start of construction.
To the extent feasible, the start of construction activities within 700 feet of Heron's Head Park shall be scheduled to avoid the Ridgway's rail nesting season. The nesting season for Ridgway's rail extends from February 1 through August 31. If construction must occur during the Ridgway's rail nesting season, the following measures shall be implemented:	Project sponsors and a qualified wildlife biologist (if necessary).	Ongoing during construction within 700 feet of Heron's Head Park between February 1 and August 31.	USFWS and Planning Department	If construction activities within 700 feet of Heron's Head Park occurs between September 1 and January 31, M-BI-1d shall be considered complete upon review and approval of construction schedule by Planning Department. If construction activities within 700 feet of Heron's Head Park occurs between February 1 and August 3, M-BI-1d shall be considered complete upon reporting the findings of a USFWS-approved protocol-level survey for Ridgway's rail to USFWS prior to the start of construction.
(a) A USFWS-approved protocol-level survey for Ridgway's rail (following the June 2015 USFWS Survey Protocol) shall be conducted in Ridgway's rail habitat (Heron's Head Park) within 700 feet of planned construction activities.	Project sponsors and a qualified wildlife biologist (if necessary).	Ongoing during construction within 700 feet of Heron's Head Park between February 1 and August 31.	USFWS and Planning Department	If construction activities within 700 feet of Heron's Head Park occurs between September 1 and January 31, M-BI-1d shall be considered complete upon review and approval of construction schedule by Planning Department. If construction activities within 700 feet of Heron's Head Park occurs between February 1 and August 3, M-BI-1d shall be considered complete upon reporting the findings of a USFWS-approved protocol-level survey for Ridgway's rail to USFWS prior to the start of construction.
(b) If Ridgway's rail activity centers are detected, the findings shall be reported to USFWS and project activities occurring within 700 feet of Ridgway's rail activity centers shall be limited to the period from September 1 through January 31, outside of the Ridgway's rail nesting season.	Project sponsors and a qualified wildlife biologist (if necessary).	Ongoing during construction within 700 feet of Heron's Head Park between February 1 and August 31.	USFWS and Planning Department	If construction activities within 700 feet of Heron's Head Park occurs between September 1 and January 31, M-BI-1d shall be considered complete upon review and approval of construction schedule by Planning Department. If construction activities within 700 feet of Heron's Head Park occurs between February 1 and August 3, M-BI-1d shall be considered complete upon reporting the findings of a USFWS-approved protocol-level survey for Ridgway's rail to USFWS prior to the start of construction.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>Mitigation Measure M-BI-1e: Avoid Nests during Bird Nesting Season To the extent feasible, the start of construction activities shall be scheduled to avoid the nesting season. The nesting season for most birds, including most raptors, extends from February 1 through August 31. If construction must occur during the nesting season, the following measures shall be implemented:</p> <p>(a) Preconstruction surveys for nesting birds shall be conducted by a qualified biologist no more than 14 days before the initiation of construction and demolition activities. During these surveys, the qualified biologist shall inspect all potential nesting habitats (e.g., trees, shrubs, grasslands, and buildings) within 300 feet of impact areas for raptor nests and within 100 feet of impact areas for nests of nonraptors. If an active nest (i.e., a nest with eggs or young, or any completed raptor nest attended by adults) is found sufficiently close to work areas to be disturbed by these activities, the qualified biologist shall determine the extent of a disturbance-free buffer zone to be established around the nest until the young are fledged or the nest is otherwise abandoned as determined by a qualified biologist (typically 250 feet for raptors and 50–100 feet for other species), to ensure that no nests of species protected by the Migratory Bird Treaty Act and California Fish and Game Code would be disturbed during project implementation.</p> <p>(b) If construction activities are not initiated until after the start of the nesting season, potential nesting substrate (e.g., bushes, trees, grasses, and other vegetation) that is scheduled to be removed by the project may be removed before the start of the nesting season (e.g., before February 1) to reduce the potential for initiation of nests.</p>	<p>Project sponsors, construction contractor, and a qualified wildlife biologist (with CDFW/USFWS consultation, if necessary).</p>	<p>Ongoing during construction between February 1 and August 31.</p>	<p>Contractor/wildlife biologist/Planning Department: Contractor to provide detailed construction schedule to Planning Department to confirm affected activities fall outside nesting season or removal of trees and/or structures occurs outside breeding season.</p> <p>If necessary, wildlife biologist to complete a memorandum detailing the survey effort and results and submit the memorandum to the project sponsors and Planning Department staff within 7 days of survey completion and no more than 14 days before the initiation of construction and demolition activities. Planning Department staff to review and approve report.</p>	<p>If construction would occur outside of nesting bird season, M-BI-1e shall be considered complete upon review and approval of construction schedule by Planning Department. If construction would occur during nesting bird season, M-BI-1e shall be considered complete upon review and approval of nesting surveys by Planning Department.</p>

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Hydrology and Water Quality Mitigation Measures				
<p>Mitigation Measure M-HY-1a: Monitor Turbidity during Construction</p> <p>The project sponsors shall require their construction contractor to monitor turbidity associated with construction of the pier and floating dock and removal of piles and old piers. The contractor shall prepare a turbidity monitoring plan, including product information on monitoring equipment, proposed monitoring locations, and procedures to follow if turbidity increases above background levels. The turbidity monitoring plan shall include the following provisions:</p> <ol style="list-style-type: none"> (1) Before beginning work, the contractor shall monitor turbidity and light levels at the level of the eelgrass, or other as deemed appropriate by the resource agencies if no eelgrass is present, to establish a baseline. The contractor shall also set buoys out to establish background water quality monitoring points upstream and downstream of the site (based on existing currents and tides at the site). The contractor shall monitor turbidity and light at low, middle, and high tides during typical work hours for several days before beginning work. The project sponsor's contract owner's representative will review and approve the background monitoring station locations before monitoring. (2) During removal of the piles, the contractor shall monitor turbidity and light levels no less than daily or as required by the project's or variant's 401 water quality certification issued by the San Francisco Bay RWQCB or other applicable permits, at the same locations as required for baseline monitoring, as well as within the work area. <p>The contractor shall notify the lead inspector or other on-site individual overseeing the contractor immediately when there is an exceedance of the required water quality criteria (turbidity and light levels) that have been established either in the 401 water quality certification or with the San Francisco Bay RWQCB. If the lead inspector or other identified individual determines, in coordination with the environmental compliance manager, that water quality criteria have been exceeded, demolition activities must cease until turbidity is reduced to meet the criteria. In the event an exceedance occurs, a silt curtain or floating debris booms may be deployed to contain suspended materials and prevent their broader dispersal. The deployment of these additional measures shall be contingent on whether conditions (e.g., water depth, substrate materials, wave action) are appropriate, as determined by the lead inspector.</p>	<p>Project sponsors and construction contractor, through coordination with the RWQCB.</p>	<p>Contractor shall monitor turbidity and light levels of the water prior to receiving a grading, demolition, or excavation permit. Other monitoring activities shall be ongoing during construction.</p>	<p>Planning Department or other City agency, in consultation with the RWQCB, to review and approve the turbidity monitoring plan.</p>	<p>Considered complete when the turbidity monitoring plan has been reviewed and approved by the Planning Department and after the end of construction activities.</p>

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>Mitigation Measure M-HY-1b: Implement Pile Removal Best Management Practices</p> <p>One of the following two separate procedures shall be utilized to remove piles based on information regarding local sediment conditions:</p> <ul style="list-style-type: none"> • If there is reason to believe that the sediment is contaminated beyond the typical ambient levels of various in-Bay pollutants other than creosote, which is inferred to be present, the construction contractor shall cut the piling at the mudline. • If there is no reason to believe the sediment is contaminated beyond typical ambient levels, the contractor shall attempt to remove each piling in its entirety by pulling the piling straight out. <p>The decision regarding the method of removal also depends on the condition of the piling. Generally, the construction contractor shall be prohibited from using vibration or a back-and-forth, rocking movement intended to snap the piling because this generally increases turbidity. Moreover:</p> <ul style="list-style-type: none"> • If, before the contractor attempts to remove an entire piling, visual inspection of the pilings indicates that the pilings lack the necessary integrity to be pulled without splintering, crumbling, or otherwise disintegrating, the contractor shall instead cut the remaining pile to a level 2–3 feet below the surrounding existing sediment or mudline. • If, during attempts to use direct pulls on the piling to remove it, the piling breaks at a level higher than 2 feet below the mudline, the contractor shall cut the remaining pile to a level 2–3 feet below the surrounding existing sediment or mudline. <p>Because the condition of the piles’ structural integrity is not fully nor precisely known, RPD or, for the 700 Innes property, BUILD shall investigate pile integrity after submitting the various permitting documents to the regulatory agencies. A brief memorandum on that investigation (referred to below as the “removal memo”) shall be delivered to the agencies to inform them of the pile conditions and the expectation of whether pilings can be removed by pulling without crumbling.</p> <p>The following practices shall be followed during pile removal efforts:</p> <ul style="list-style-type: none"> • Pilings and other debris may be removed from land or require removal from the water using barge-mounted equipment. For non-land-based removal of piles, the following measures shall be implemented to the extent feasible: 	<p>Project sponsors and construction contractor, RWQCB, USACE.</p>	<p>Ongoing during pile removal activities.</p>	<p>Planning Department or other City agency, in consultation with the RWQCB, USACE, or U.S. Coast Guard, to review and approve the methodology for the post-demolition diver survey.</p>	<p>Considered complete after the Planning Department has reviewed and approved the post-demolition diver survey results.</p>

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<ul style="list-style-type: none"> – Removal of the pilings and other debris shall be carried out using an excavator mounted on a shallow-draft barge equipped with both grappling and shearing attachments. Shallow-draft barges generally require at least 5 feet of water above the sea floor or any submerged debris. Depending on specific site conditions and the construction barge chosen, it may be possible to float the barge into position at high tides, let it settle on the intertidal mudflats to continue working at low tides, and then be lifted by the next high tide. – Existing eelgrass or oyster beds shall be avoided. – The barge shall be designed to prohibit sediment or debris from falling back into the water. The work surface on the barge deck shall include a containment basin for piles, concrete, and any mud or sediment removed during pulling. Upon removal from substrate, the piles shall be moved expeditiously from the water into the containment basin. – When depths limit access to barges or sensitive resources are present, piles may be manually cut by divers using a pneumatic or hydraulic saw or shears. – Once the piles are cut, they may be towed out to deeper water to a waiting barge or to a landside staging area for loading and removal. • The holes left after pile removal shall not be actively filled. Attempting to fill the holes would lead to increased sediment disturbance and unnecessary increases in turbidity. It is expected that sediment deposition will rapidly fill in any holes that are left. • The removed piles, as well as any decking or other materials, shall be loaded onto a barge and/or transported back to the contractor’s staging area where the concrete shall be separated from the other materials and recycled or disposed of off-site as appropriate at a permitted facility. • Once the removed debris is on land, the pilings and planks shall be cut to 5-foot lengths and dried out before being hauled to a landfill for disposal. • The removed piles shall be placed into containment basins that will collect the water, residual creosote, and other materials that may drain off of them. The collected water will eventually evaporate, and the residual creosote and other materials shall be placed into barrels for disposal at an appropriate Class 2 landfill. • The removal method(s) utilized for each site shall be described in the removal memo. 				

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<ul style="list-style-type: none"> • Jetting away the sediments around the piles is prohibited. Where the method selected is expected to generate concrete chips or dust in the water, a special curtain shall be deployed around the individual pile so the contractor may capture any concrete pieces for off-site disposal. • Intentional breaking of timber piles above the mudline is prohibited. • The piles shall not be shaken, hosed off, stripped or scraped off, or left hanging to drip, nor shall any other action be taken with the intent of cleaning or removing adhering material from the pile. • Any sediment accumulated from the pile removal operations shall be assumed to contain creosote and shall be contained and eventually tested and disposed off-site in an appropriate landfill. • Upon completion of demolition and removal of the pilings (and any associated wharfing or decking), the contractor shall perform a post-demolition diver survey in the project area. The survey shall document the quantity and type of pilings stubs above the mudline and the condition of the Bay floor, and shall identify the quantities and types of debris from previous operations and/or from the demolition activities that remain on the Bay floor. • The contractor shall submit the results of the survey to RPD or, for the 700 Innes property, to BUILD for approval, with descriptions of its approach to removal of the piling stubs and debris. RPD (or BUILD) may elect to leave some debris in place if it has established eelgrass growing on it. After this submittal is approved, the contractor can proceed with removal of piling stubs and debris. • Identified piling stubs shall be cut off at 2–3 feet below the mudline if possible. • Bay floor debris including fallen timber piles, steel piping, concrete, and other miscellaneous items shall be removed as they are encountered during demolition activities. • All Bay floor debris within the project limits that is not treated with creosote shall be removed unless such removal would involve disturbing eelgrass. Timber piles that are not shown on the design plans but are encountered during operations shall be removed. Other items not shown on the design plans or mentioned in the specifications, but that are encountered during the contractor's operations, shall be brought to the attention of the lead engineer. The lead engineer shall determine the disposition of the items. • All removed debris shall be transported to the contractor's staging area and recycled or disposed at a permitted landfill facility. 				

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<ul style="list-style-type: none"> • The contractor owner shall confirm that Bay floor debris has been removed by conducting a post-construction side-scan sonar study. • Existing concrete slabs and concrete debris along the shoreline shall be left in place to avoid destabilizing the embankment. All other timber and metal debris along shoreline shall be removed and disposed. • The following BMPs shall be used to prevent the release of hazardous wastes and minimize creosote release, sediment disturbance, and generation of total suspended solids during demolition operations: <ul style="list-style-type: none"> – Install a floating surface boom to capture floating surface debris. – Keep all equipment (e.g., bucket, steel cable) out of the water and grip piles above the waterline. – Slowly lift the pile from the sediment and through the water column. – Dispose of all removed timber piles, floating surface debris, sediment spilled on work surfaces, and all containment supplies at a permitted upland disposal site that accepts creosote-treated wood and materials contaminated with creosote. • The following BMPs shall be implemented by the construction contractor for handling creosote-containing materials, spill prevention and containment, erosion and sedimentation prevention, and monitoring requirements: <ul style="list-style-type: none"> – During demolition activities, a floating boom and skirt shall be deployed around the project site and absorbent booms and pads shall be provided on marine vessels on-site. – Silt fences, straw wattles, and other measures determined appropriate for erosion and sediment control shall be implemented in upland areas. – Waste at the demolition site, such as discarded demolition materials, chemicals, litter, and sanitary waste, shall be properly controlled. – Vessel fueling shall be required at the contractor’s staging area or at an approved docking facility. No cross-vessel fueling shall be allowed. 				
<p>Marine vessels generally shall contain petroleum products within tankage that is internal to the hulls of the vessels. All deck equipment shall be equipped with drip pans to contain leaks and spills. All fuels and lubricants aboard the work vessels shall have a double containment system. Chemicals used in the project area and on marine vessels shall be stored using secondary containment.</p>				

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<p>Mitigation Measure M-HY-1c: Use Clamshell Dredges</p> <p>To reduce resuspension of sediments and impacts on water quality when conducting dredging activities, clamshell dredges shall be used for all dredging activities. Using clamshell dredges causes dredged material to descend rapidly through the water column to the Bay bottom, with only a small amount of sediment remaining suspended, thus resulting in minimal turbidity impacts.</p>	Project sponsors and construction contractor.	Prior to obtaining a grading, excavation, and demolition permit, and ongoing during construction.	Planning Department or other City agency to ensure compliance with this measure prior to approving a grading, excavation, and demolition permit.	Considered complete once the project sponsors and contractor demonstrate to the satisfaction of the Planning Department that Clamshell Dredges will be used.
Hazards and Hazardous Materials Mitigation Measures				
<p>Mitigation Measure M-HZ-2a: Prepare and Implement a Site Mitigation Plan for Areas Above the Mean High-Water Line</p> <p>Before obtaining a site permit, building permit, or other permit from the City for development activities involving subsurface disturbance landward of the MHW line, the project sponsors shall comply with the requirements of San Francisco Health Code Article 22A, by causing a qualified person to prepare and submit a site mitigation plan to DPH for review and approval. The project sponsors shall implement the approved site mitigation plan. At a minimum, the site mitigation plan shall:</p> <ul style="list-style-type: none"> • Establish appropriate site-specific cleanup targets, to be reviewed and approved by DPH, that are protective of human health and environment based on the proposed future land use(s). At a minimum, these targets shall be equal to, or more protective, than the following: <ul style="list-style-type: none"> – For the India Basin Shoreline Park, 900 Innes, and India Basin Open Space properties: The HHSLs (for land to be used for recreational purposes) or the EHSLs (for land to be used for tidal marsh or wetlands) as established in the draft site mitigation plan (RPD, 2017a). – For the 700 Innes property: San Francisco Bay RWQCB ESLs for residential use. • Delineate the extent of soil and/or groundwater contamination at levels exceeding the plan’s cleanup levels. Identify and implement measures such as excavation, containment, or treatment of the hazardous materials to achieve the plan’s cleanup levels. The site mitigation plan should include figures and drawings showing areas and depths of soil excavation or treatment, soil waste classifications, and any mitigating measures. • Implement procedures for safe handling and transportation of the excavated materials, consistent with the requirements set forth in Article 22A, including: 	Project sponsors and construction contractor.	Prior to obtaining a site permit, building permit, or other permit from the City for development activities involving subsurface disturbance landward of the MHW line.	Department of Public Health to review and approve the plans listed in M-HZ-2a.	Considered complete once the final project report documenting implementation of the site mitigation plan and its provisions after site earthwork has been completed and any required mitigating measures have been installed.

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<ul style="list-style-type: none"> – Removal of soil and materials shall be performed by a licensed engineering contractor with a Class A license and hazardous-substance removal certification. A California-licensed engineer shall provide field oversight on behalf of the project sponsors to document the origin and destination of all removed materials. If necessary, removed materials shall be temporarily stockpiled and covered with plastic sheeting pending relocation, segregation, or off-haul. – If excess materials are off-hauled, waste profiling of the material shall be completed and documented. Materials classified as nonhazardous waste shall be transported under a bill of lading. Materials classified as non-RCRA hazardous waste shall be transported under a hazardous waste manifest. All materials shall be disposed of at an appropriately licensed landfill or facility. – Trucking operations shall comply with Caltrans and any other applicable regulations, and all trucks shall be licensed and permitted to carry the appropriate waste classification. The tracking of dirt by trucks leaving the project site shall be minimized by cleaning the wheels upon exit and cleaning the loading zone and exit area as needed. – If materials require dewatering before off-hauling, a dewatering plan shall be prepared, specifying methods of water collection, transport, treatment, and discharge of all water produced by dewatering. • Describe post-excavation confirmation sampling. If residual contamination remains at the site above the site-specific cleanup targets, include appropriate controls, including institutional controls where and if necessary, to assure that activities by future users do not expose them to unacceptable health and safety risks. Such controls may include but are not limited to visual barriers over contaminated soil, followed by a cap of clean soil or hard surface materials; operation and maintenance protocols for any disturbance of contaminated soils; and recording of deed restrictions, such as activity and use limitations, with the San Francisco Recorder’s Office to assure that the remedy is maintained. • Require preparation and implementation of a site-specific health and safety plan (HASP) to minimize impacts on public health, worker health, and the environment. The HASP shall be prepared in accordance with State and federal OSHA regulations (29 CFR 1910.120) and approved by a certified industrial hygienist. Development of the plan shall be required as a condition of any applicable permit. Copies of the HASP shall be made available to construction workers for review during their orientation and/or 				

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<p>regular health and safety meetings, and to the project sponsors. The HASP shall be submitted to DPH at least 2 weeks before the beginning of construction activities. The HASP shall identify chemicals of concern, potential hazards, personal protective equipment and devices, decontamination procedures, the need for personal or area monitoring, and emergency response procedures. The HASP shall be amended, as necessary, if new information becomes available that could affect implementation of the plan.</p> <ul style="list-style-type: none"> • Require preparation of a deep foundation plan that will specify construction and soil handling methods to prevent potentially contaminated fill materials from being pushed into underlying soil or groundwater, or otherwise cause contaminants to be mobilized, transported, or discharged to the environment. • Require preparation and implementation of required construction-related documents, including odor and noise control measures and a SWPPP. • Require preparation of a dust control plan that shall specify measures to reduce fugitive dust emissions during construction, and that complies with San Francisco Health Code Article 22B. For the India Basin Shoreline Park property only, require preparation of an asbestos dust mitigation plan to be submitted to and approved by BAAQMD, in accordance with 17 CCR Section 93105 and 8 CCR Section 1529. • Require preparation and implementation of a contingency plan to address unanticipated conditions or contaminants encountered during construction and development activities. The conditions of the contingency plan shall be incorporated into the first permit and any applicable permit thereafter. This plan shall establish and describe procedures for responding in the event that unanticipated subsurface hazards or hazardous material releases are discovered during construction, including appropriately notifying nearby property owners, schools, and residents and following appropriate site control procedures. Control procedures would include but not be limited to further investigation and, if necessary, remediation of such hazards or releases, including off-site removal and disposal, containment, or treatment. If unanticipated subsurface hazards or hazardous material releases are discovered during construction, the requirements of this contingency plan addressing unknown contaminants shall be followed. The contingency plan shall be amended as necessary if new information becomes available that could affect implementation of the plan. 				

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<ul style="list-style-type: none"> • Include a commitment to prepare and certify a final project report documenting implementation of the site mitigation plan and its provisions after site earthwork has been completed and any required mitigating measures have been installed. 				
<p>Mitigation Measure M-HZ-2b: Prepare and Implement a Nearshore Sediment and Materials Management Plan for Areas Below the Mean High-Water Line</p> <p>Before obtaining a permit for any work Bayward of the MHW line, the project sponsors and their construction contractors shall prepare and implement a nearshore sediment and materials management plan. The plan shall identify, as appropriate, such measures as sediment excavation, containment, or treatment of the hazardous materials, monitoring and follow-up testing, and procedures for safe handling and transportation of any materials removed from the nearshore. This plan shall be submitted to the relevant permitting agencies for their review and approval, before work begins below the MHW line. The plan shall:</p> <ul style="list-style-type: none"> • Establish appropriate site-specific cleanup targets for nearshore sediment that are protective of tidal marsh habitat. The cleanup targets must be approved by the San Francisco Bay RWQCB, USACE, BCDC, and/or another permitting agency. At a minimum, these targets shall be equal to, or more protective, than the EHSLs established in the draft site mitigation plan (RPD, 2017a). • Delineate the extent of nearshore sediment contamination at levels exceeding the plan's cleanup levels. Identify and implement measures such as excavation, containment, or treatment of the hazardous materials to achieve the plan's cleanup levels. The plan should include figures and drawings showing areas and depths of sediment excavation or treatment, waste classifications, and any mitigating measures. • Implement procedures for safe handling and transportation of the excavated materials, consistent with the requirements set forth in Article 22A of the San Francisco Health Code, including: <ul style="list-style-type: none"> – Removal of sediments and materials shall be performed by a licensed engineering contractor with a Class A license and hazardous-substance removal certification. A California-licensed engineer shall provide field oversight on behalf of the project sponsors to document the origin and destination of all removed materials. If necessary, removed materials shall be temporarily stockpiled and covered with plastic sheeting pending relocation, segregation, or off-haul. 	Project sponsors and construction contractors.	A nearshore sediment and materials plan shall be prepared prior to obtaining any permit from the City for development activities involving work Bayward of the MHW line.	San Francisco Bay RWQCB, USACE, BCDC, and/or another permitting agency shall review and approve the nearshore sediment and materials management plan. A licensed industrial hygienist shall review and approve a HASP. BAAQMD shall review and approve an asbestos dust mitigation plan for India Basin Shoreline Park.	Considered complete once the HASP, asbestos dust mitigation plan, and nearshore sediment and materials management plan is reviewed and approved by the San Francisco Bay RWQCB, USACE, BCDC, and/or another permitting agency, and after the final project report documenting implementation of the nearshore sediment and materials management plan and its provisions is reviewed by these agencies.

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<ul style="list-style-type: none"> – If excess materials are off-hauled, waste profiling of the material shall be completed and documented. Materials classified as nonhazardous waste shall be transported under a bill of lading. Materials classified as non-RCRA hazardous waste shall be transported under a hazardous waste manifest. All materials shall be disposed of at an appropriately licensed landfill or facility. – Trucking operations shall comply with Caltrans and any other applicable regulations, and all trucks shall be licensed and permitted to carry the appropriate waste classification. To minimize the tracking of dirt by trucks leaving the project site, truck wheels shall be cleaned upon exit and the loading zone and exit area shall be cleaned as needed. – If materials require dewatering before off-hauling, a dewatering plan shall be prepared, specifying methods of water collection, transport, treatment, and discharge of all water produced by dewatering. • Describe post-removal confirmation sampling. If residual contamination remains at the site above the site-specific cleanup targets, include appropriate controls, including institutional controls where and if necessary, to assure that activities by future users do not expose them to unacceptable health and safety risks. Such controls may include but are not limited to visual barriers over contaminated sediments, followed by a cap of clean sediments or hard surface materials; operation and maintenance protocols for any disturbance of contaminated sediments; and recording of deed restrictions, such as activity and use limitations, with the San Francisco Recorder’s Office to assure that the remedy is maintained. • Require preparation and implementation of a site-specific health and safety plan to minimize impacts on public health, worker health, and the environment. The HASP shall be prepared in accordance with State and federal OSHA regulations (29 CFR 1910.120) and approved by a certified industrial hygienist. Development of the plan shall be required as a condition of any applicable permit. Copies of the HASP shall be made available to construction workers for review during their orientation and/or regular health and safety meetings, and to the project sponsors. The HASP shall identify chemicals of concern, potential hazards, personal protective equipment and devices, decontamination procedures, the need for personal or area monitoring, and emergency response procedures. The HASP shall be amended, as necessary, if new information becomes available that could affect implementation of the plan. 				

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<ul style="list-style-type: none"> • Require preparation of a dust control plan that shall specify measures to reduce fugitive dust emissions during construction. For the India Basin Shoreline Park property only, require preparation of an asbestos dust mitigation plan to be submitted to and approved by BAAQMD, in accordance with 17 CCR Section 93105 and 8 CCR Section 1529. • Require preparation and implementation of required construction-related documents, including odor, dust, and noise control measures and a SWPPP. • Require preparation of a deep foundation plan that will specify construction and sediment handling methods to prevent potentially contaminated fill materials from being pushed into underlying sediments or groundwater, or otherwise cause contaminants to be mobilized, transported, or discharged to the environment. • Require preparation and implementation of a contingency plan to address unanticipated conditions or contaminants encountered during construction and development activities. The conditions of the contingency plan shall be incorporated into the first permit and any applicable permit thereafter. This plan shall establish and describe procedures for responding in the event that unanticipated subsurface hazards or hazardous material releases are discovered during construction, including appropriately notifying nearby property owners, schools, and residents and following appropriate site control procedures. Control procedures would include but not be limited to further investigation and, if necessary, remediation of such hazards or releases, including off-site removal and disposal, containment, or treatment. If unanticipated subsurface hazards or hazardous material releases are discovered during construction, the requirements of this contingency plan addressing unknown contaminants shall be followed. The contingency plan shall be amended as necessary if new information becomes available that could affect implementation of the plan. • Include a commitment to prepare and certify a final project report documenting implementation of the nearshore sediment and materials management plan and its provisions after completion of site earthwork has been completed and any required mitigating measures have been installed. 				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>Mitigation Measure M-HZ-2c: Prepare and Implement a Remedial Action Plan for the 900 Innes Property</p> <p>Before obtaining a grading, excavation, site, building, or other permit for development activities at the 900 Innes property, the project sponsors shall prepare and implement a remedial action plan approved by the San Francisco Bay RWQCB. The RAP must specify the actions that will be implemented to remediate the significant environmental or health and safety risks caused or likely to be caused by the presence of the identified release of hazardous materials in light of project activities. All recommendations of the RAP that affect project design shall be implemented and incorporated into the detailed design of the proposed project or variant. As appropriate and consistent with requirements in San Francisco Health Code Articles 22A and 22B and San Francisco Bay RWQCB standards, the plan and its implementation shall at a minimum:</p> <ul style="list-style-type: none"> • Establish appropriate site-specific cleanup targets that are protective of human health and the environment, based on the proposed future land use(s). At a minimum, the cleanup targets shall be equal to or more protective than the remedial action goals established in the conceptual RAP (RPD, 2017f). In the conceptual RAP, remedial action goals for upland areas are based on HHSL for recreation use; remedial action goals for offshore sediments are based on a review of COPCs identified at the property, comparative ecological screening values, and published action goals that have been adopted at other nearby tidal restoration projects. • Delineate the extent of soil, sediment, and/or groundwater contamination at levels exceeding the plan's cleanup targets. Identify and implement measures such as excavation, containment, or treatment of the hazardous materials to achieve the plan's cleanup levels. The RAP should include figures and drawings showing areas and depths of soil and sediment excavation or treatment, soil waste classifications, and any mitigating measures. • Implement procedures for safe handling and transportation of the excavated materials, including: <ul style="list-style-type: none"> – Removal of soil, sediment, and other materials shall be performed by a licensed engineering contractor with a Class A license and hazardous substance removal certification. A California-licensed engineer shall provide field oversight on behalf of the project sponsors to document the origin and destination of all removed materials. If necessary, removed materials shall be temporarily stockpiled and covered with plastic 	Project sponsor of the 900 Innes property and construction contractor.	Prior to obtaining a grading, excavation, site, building, or other permit for development activities at the 900 Innes property, the project sponsors shall prepare and implement a remedial action plan.	San Francisco Bay RWQCB shall review and approve the remedial action plan.	Considered complete once the final project report documenting implementation of the remedial action plan and its provisions after site earthwork has been completed and any required mitigating measures have been installed.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>sheeting pending relocation, segregation, or off-haul.</p> <ul style="list-style-type: none"> – If excess materials are off-hauled, waste profiling of the material shall be completed and documented. Materials classified as nonhazardous waste shall be transported under a bill of lading. Materials classified as non-RCRA hazardous waste shall be transported under a hazardous waste manifest. All materials shall be disposed of at an appropriately licensed landfill or facility. – Trucking operations shall comply with Caltrans and any other applicable regulations, and all trucks shall be licensed and permitted to carry the appropriate waste classification. To minimize the tracking of dirt by trucks leaving the project site, truck wheels shall be cleaned upon exit and the loading zone and exit area shall be cleaned as needed. – If materials require dewatering before off-hauling, a dewatering plan shall be prepared, specifying methods of water collection, transport, treatment, and discharge of all water produced by dewatering. <ul style="list-style-type: none"> • Describe post-excavation confirmation sampling. If residual contamination remains at the site above the site-specific cleanup targets, include appropriate controls, including institutional controls where and if necessary, to assure that activities by future users do not expose them to unacceptable health and safety risks. Such controls may include but are not limited to visual barriers over contaminated soil/sediment, followed by a cap of clean soil/sediment or hard surface materials; operation and maintenance protocols for any disturbance of contaminated soils/sediment; and recording of deed restrictions, such as activity and use limitations, with the San Francisco Recorder's Office to assure that the remedy is maintained. • Require preparation and implementation of a site-specific health and safety plan to minimize impacts on public health, worker health, and the environment. The HASP shall be prepared in accordance with State and federal OSHA regulations (29 CFR 1910.120) and approved by a certified industrial hygienist. Development of the plan shall be required as a condition of any applicable permit. Copies of the HASP shall be made available to construction workers for review during their orientation and/or regular health and safety meetings, and to the project sponsors. The HASP shall identify chemicals of concern, potential hazards, personal protective equipment and devices, decontamination procedures, the need for personal or area monitoring, and emergency response procedures. The HASP shall be amended, as necessary, if new information becomes available that could affect implementation of the plan. 				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<ul style="list-style-type: none"> • Require preparation and implementation of required construction-related documents, including odor, dust, and noise control measures and a SWPPP. • Require preparation of a deep foundation plan that will specify construction and soil/sediment handling methods to prevent potentially contaminated fill materials from being pushed into underlying soil/sediment or groundwater, or otherwise cause contaminants to be mobilized, transported, or discharged to the environment. • Require preparation and implementation of a contingency plan to address unanticipated conditions or contaminants encountered during construction and development activities. The conditions of the contingency plan shall be incorporated into the first permit and any applicable permit thereafter. This plan shall establish and describe procedures for responding in the event that unanticipated subsurface hazards or hazardous material releases are discovered during construction, including appropriately notifying nearby property owners, schools, and residents and following appropriate site control procedures. Control procedures would include but not be limited to further investigation and, if necessary, remediation of such hazards or releases, including off-site removal and disposal, containment, or treatment. If unanticipated subsurface hazards or hazardous material releases are discovered during construction, the requirements of this contingency plan addressing unknown contaminants shall be followed. The contingency plan shall be amended as necessary if new information becomes available that could affect implementation of the plan. • Include a commitment to prepare and certify a final project report documenting implementation of the RAP and its provisions after site earthwork has been completed and any required mitigating measures have been installed. 				

Table 2: Improvement Monitoring and Reporting Program

NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Aesthetics Improvement Measure				
<p>Improvement Measure I-AE-1: Prepare and Implement Construction Staging, Access, and Parking Plan to Reduce Impacts on Visual Character/Quality During Construction.</p> <p>As an improvement measure to further reduce impacts of project construction activities on the visual character/quality of the site, construction documents should require all construction contractors to provide for the cleanliness of construction equipment stored or driven outside of the limits of the construction work area. Construction equipment, including equipment used for staging, should be parked on the project site. Staging areas should be screened from view at street level with solid wood fencing or a green fence for areas under construction for extended periods of time. Before the issuance of building permits, the project sponsors (through the construction contractor[s]) should submit a construction staging, access, and parking plan to the San Francisco Department of Building Inspection for review and approval. Construction worker vehicles should not be parked at on-street parking spaces.</p>	Project sponsor and contractor	Before the issuance of building permits and during construction.	Department of Building Inspection to monitor contractor compliance.	Considered complete after construction activities have ended.
Transportation and Circulation Improvement Measures				
<p>Improvement Measure I-TR-2V: Reconfigure Southbound Approach at Jennings Street/Evans Avenue/Middle Point Road under the Variant</p> <p>To improve vehicular mobility at the Jennings Street/Evans Avenue/Middle Point Road intersection under the variant, the project sponsors should fund, and SFMTA should implement, improvements to reconfigure the southbound Jennings Street approach of the Jennings Street/Evans Avenue/Middle Point Road intersection to include a 100-foot left-turn pocket. Adding this turn pocket to the intersection would require that SFMTA restrict parking along the west side of Jennings Street, resulting in the removal of approximately five parking spaces. The project sponsors should fund their fair-share cost of the design and implementation of this improvement.</p> <p>Responsibility for funding the implementation of the improvement measure under the variant would be based on the relative contribution of each of the four project site properties to the increase in traffic volumes at the intersection. At this</p>	SFMTA, in coordination with FivePoint (developer of the Shipyard project)	Fair share payment to SFMTA: Later of (i) issuance of the certificate of occupancy for the first building on the 700 Innes property, or (ii) start of construction of transit improvements described in I-TR-2V	SFMTA	Project sponsor's obligations deemed complete once fair share payment is made. SFMTA's obligations deemed complete once construction activities are finished.

Table 2: Improvement Monitoring and Reporting Program

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Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>location, 1 percent of the added vehicle-trips would be generated by the India Basin Shoreline Park property, 0 percent would be generated by the 900 Innes property, 1 percent would be generated by the India Basin Open Space property, and 98 percent would be generated by the 700 Innes property.</p> <p>FivePoint (developer of the Shipyard project) has committed to signalizing the intersection as part of the Shipyard project, and the improvements described above should be coordinated with this effort. Should the changes required at this location as part of the Shipyard project be completed before a decision to implement the proposed left-turn pocket, the project sponsors would be responsible for funding and implementing the improvement measure.</p>				
<p>Improvement Measure I-TR-6: Implement Queue Abatement Strategies</p> <p>It should be the responsibility of the owner/operator of any off-street parking facility located on the 700 Innes property with more than 20 parking spaces (excluding loading and carshare spaces) to ensure that recurring vehicle queues do not occur regularly on the public right-of-way. A vehicle queue is defined as one or more vehicles (destined to the parking facility) blocking any portion of any public street, alley, or sidewalk for a consecutive period of three minutes or longer on a daily or weekly basis.</p> <p>If a recurring queue occurs, the owner/operator of the parking facility should employ abatement methods as needed to abate the queue. Appropriate abatement methods will vary depending on the characteristics and causes of the recurring queue, as well as the characteristics of the parking facility, the street(s) to which the facility connects, and the associated land uses (if applicable). Suggested abatement methods include, but are not limited to, the following: redesign of facility to improve vehicle circulation and/or on-site queue capacity; employment of parking attendants; installation of “LOT FULL” signs with active management by parking attendants; use of valet parking or other space-efficient parking techniques; use of off-site parking facilities or shared parking with nearby uses; use of parking occupancy sensors and signage directing drivers to available spaces; travel demand management strategies such as additional</p>	<p>Property owner/garage operator of any off-street parking facility located on the 700 Innes property with more than 20 parking spaces, and Planning Department.</p>	<p>On-going through the life of the project.</p>	<p>The owner/operator of the parking garage and the Planning Department.</p>	<p>On-going through the life of the project.</p>

Table 2: Improvement Monitoring and Reporting Program

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Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>bicycle parking, customer shuttles, or delivery services; and/or parking demand management strategies such as parking time limits, paid parking, time-of-day parking surcharge, or validated parking.</p> <p>If the Planning Director, or his or her designee, reasonably believes that a recurring queue is present, the Planning Department should notify the property owner in writing. The Property Owner would have no less than 45 days to take reasonable measures to abate the queues. If, after 45 days, the Planning Director, or his or her designee, reasonably believes, upon further examination, that the abatement measures have not been effective, then the Planning Director may suggest additional measures or may request that the owner/operator hire a qualified transportation consultant to evaluate the conditions at the site for no less than 7 days. The consultant would prepare a monitoring report to be submitted to the Planning Department for review. If the Planning Department determines that a recurring queue does exist, the facility owner/operator would have 90 days from the date of the written determination to implement measures to abate the queue.</p>				
<p>Improvement Measure I-TR-7: Implement an Active Loading Management Plan</p> <p>If the project sponsor for the 700 Innes property proposes to provide fewer loading spaces than required under the Special Use District (SUD) for the proposed project or variant, the project sponsor should, at their discretion, develop an Active Loading Management Plan for review and approval by the Planning Department to address operational loading activities. The Active Loading Management Plan would facilitate efficient use of loading spaces and may incorporate the following ongoing actions to address potential ongoing loading issues:</p> <ul style="list-style-type: none"> • Direct residential and commercial tenants to schedule all move-in and move-out activities and deliveries of large items (e.g., furniture) with the management for their respective building(s). • Direct commercial and retail tenants to schedule deliveries, to the extent feasible. • Reduce illegal stopping of delivery vehicles by directing 	<p>Project sponsor for 700 Innes, building operator, Planning Department, and SFMTA.</p>	<p>If implemented, the final Active Loading Management Plan would be approved prior to receipt of the first Certificate of Occupancy for the first parking/loading garage.</p>	<p>The Final Active Loading Management Plan (if implemented) would be evaluated by a qualified transportation professional, retained by the project sponsors and approved by the Planning Department, after the combined occupancy of the commercial and residential uses reaches 50 percent and once a year going forward.</p>	<p>If implemented, monitoring of the Final Active Loading Management Plan would be required until the Planning Department determines that the evaluation is no longer necessary or may be done at less frequent intervals.</p>

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Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>building lobby attendants and retail tenants to notify any illegally stopped delivery personnel (i.e., in the red zones) that delivery vehicles should be parked in the on-street commercial loading spaces.</p> <ul style="list-style-type: none"> • Design the loading areas to include sufficient storage space for deliveries to be consolidated for coordinated deliveries internal to project facilities (i.e., retail and residential). • Design the loading areas to allow for unassisted delivery systems (i.e., a range of delivery systems that eliminate the need for human intervention at the receiving end), particularly for use when the receiver site (e.g., retail space) is not in operation. Examples include the receiver site providing a key or electronic fob to loading vehicle operators, which enables the loading vehicle operator to deposit the goods inside the business, or in a secured area that is separated from the business but accessible from a public ROW. <p>A final Active Loading Management Plan and all subsequent revisions, if implemented, would be reviewed and approved by the Planning Department. The Final Active Loading Management Plan would be approved prior to receipt of the first Certificate of Occupancy for the first parking/loading garage.</p> <p>The Final Active Loading Management Plan (if implemented) would be evaluated by a qualified transportation professional, retained by the project sponsors and approved by the Planning Department, after the combined occupancy of the commercial and residential uses reaches 50 percent and once a year going forward until the Planning Department determines that the evaluation is no longer necessary or may be done at less frequent intervals. The content of the evaluation report would be determined by Planning Department staff, in consultation with SFMTA, and generally may include an assessment of on-site and on-street loading conditions, including actual loading demand, observations of loading operations, and an assessment of how the project meets this improvement measure.</p> <p>The evaluation report would be reviewed by Planning Department staff, who would make the final determination whether there are conflicts associated with loading activities. In the event of such conflicts, the project sponsors may propose modifications to the above Final Active Loading Management</p>				

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Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>Plan requirements to reduce conflicts and improve performance under the Plan (such as hour and day restrictions or restrictions on the number of loading vehicle operations permitted during certain hours). The project sponsors would submit any proposed modifications to the Plan for review and approval by the Planning Department.</p>				
<p>Improvement Measure I-TR-10: Implement Construction Management Strategies</p> <p>As an improvement measure to further reduce impacts of project construction activities, the project sponsors should implement the following measures:</p> <ul style="list-style-type: none"> • Prepare a Traffic Control Plan for Construction. To reduce potential conflicts between construction activities and pedestrians, transit, and automobiles during construction activities, the project sponsors should require that the construction contractor(s) prepare a traffic control plan for major phases of construction (e.g., demolition, construction, or renovation of individual buildings). The project sponsors and their construction contractor(s) should meet with relevant City agencies to coordinate feasible measures to reduce traffic congestion during major construction phases, including temporary relocation of transit stops and other measures to reduce potential traffic and transit disruption and to ensure bicycle and pedestrian safety in the immediate vicinity of the project site. For any work within the public right-of-way, the contractor would be required to comply with SFMTA's Regulations for Working in San Francisco Streets, which establish rules and permit requirements to assure that construction activities are completed safely and with the least possible interference with pedestrians, bicyclists, transit, and vehicular traffic. <p>[The construction time frames of the major phases may overlap with those of other development projects adjacent to the project site. Should overlapping occur, the project sponsors should coordinate with City agencies through the Transportation Advisory Staff Committee and the adjacent developer(s) to minimize the severity of any disruption to adjacent land uses and transportation facilities by overlapping construction-related transportation impacts. The project</p>	<p>Project sponsors and construction contractor.</p>	<p>The traffic control plan(s) would be prepared prior to each major phase of construction. Provisions to require contractors to adopt measures to reduce single-occupant vehicle mode share among construction workers would be included as part of construction contracts. Updates on project construction for nearby residents and adjacent businesses would be conducted on a regular basis via a newsletter and/or website.</p>	<p>SFMTA</p>	<p>Project sponsor's obligations deemed complete once construction activities are finished.</p>

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Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>sponsors, in conjunction with the adjacent developer(s), could propose a construction traffic control plan that includes measures to reduce potential construction traffic conflicts to the extent feasible and commercially reasonable in light of noise regulations, labor and contract requirements, available daylight hours, and critical-path construction schedules. The plan could include measures such as coordinating material drop-offs and offering collective worker parking and transit to the job site.</p> <ul style="list-style-type: none"> • Reduce Single-Occupant-Vehicle Mode Share for Construction Workers. To minimize parking demand and vehicle-trips by construction workers, the project sponsors should require that the construction contractor include methods in the construction traffic control plan to encourage workers to walk, bicycle, carpool, or use transit to access the project site. • Provide Project Construction Updates to Adjacent Residents and Businesses. To minimize construction impacts on access for nearby residences, institutions, and businesses, the project sponsors should provide regular updates on project construction to nearby residents and adjacent businesses via a newsletter and/or website. The updates could describe construction activities, peak construction vehicle activities (e.g., concrete pours), and travel lane closures. 				
<p>Improvement Measure I-C-TR-1: Reconfigure Eastbound Approach at Jennings Street/Evans Avenue/Middle Point Road</p> <p>To improve vehicular mobility at the Jennings Street/Evans Avenue/Middle Point Road intersection under either the proposed project or the variant, the project sponsors should fund, and SFMTA should implement, improvements to reconfigure the eastbound Evans Avenue approach of the Jennings Street/Evans Avenue/Middle Point Road intersection from one 100-foot left-turn pocket, one shared through/left lane, and one shared through/right lane to one 100-foot left turn pocket, one through lane, and one shared through/right lane. No additional right-of-way would be required to implement this improvement. The project sponsors should fund their fair-share cost of the design and implementation of this improvement.</p>	SFMTA.	Fair share payment to SFMTA: Later of (i) issuance of the certificate of occupancy for the first building on the 700 Innes property, or (ii) start of construction of transit improvements described in I-C-TR-1.	SFMTA	Project sponsors' obligations deemed complete once fair share payment is made. SFMTA's obligations deemed complete once construction activities are finished.

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Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>Responsibility for funding the implementation of this improvement measure would be based on the relative contribution of each of the four properties to the increase in traffic volumes at the intersection. At this location, 1 percent of the added vehicle-trips would be generated by the India Basin Shoreline Park property, 0 percent would be generated by the 900 Innes property, 1 percent would be generated by the India Basin Open Space property, and 98 percent would be generated by the 700 Innes property.</p> <p>This improvement is feasible pending endorsement and subsequent funding commitment from SFMTA.</p>				

ATTACHMENT B: MITIGATION MONITORING AND REPORTING PROGRAM

AUTHORITY

This Environmental Mitigation Monitoring and Reporting Program (MMRP) has been prepared pursuant to California Environmental Quality Act (known as CEQA [Public Resources Code Sections 21000 et seq.]) Section 21081.6 to provide for the monitoring of mitigation measures required of the India Basin Mixed-Use Project, as set forth in the Draft Environmental Impact Report (Draft EIR) prepared for the Project. This report will be kept on file in the offices of the San Francisco Planning Department (Planning Department), 1650 Mission Street, Fourth Floor, San Francisco, CA, 94103.

If any mitigation measures are not being implemented as to any property within the project site, the Agency and/or City may pursue corrective action against the responsible party for such property identified in Table 1 of this MMRP. Penalties that may be applied include, but are not limited to, the following: (1) a written notification and request for compliance; (2) withholding of permits; (3) administrative fines; (4) a stop-work order; (5) criminal prosecution and/or administrative fines; (6) forfeiture of security bonds or other guarantees; and (7) revocation of permits or other entitlements. These corrective actions shall only be applied against the applicable responsible party identified in Table 1 of this MMRP. To the extent any mitigation measure applies to all project sponsors, the corrective actions shall only be applied against the applicable project sponsor for the affected property for which the mitigation measure is not being implemented.

MONITORING SCHEDULE

Prior to the issuance of building permits, while detailed development plans are being prepared for approval by Agency and/or City staff, Agency and/or City staff will be responsible for ensuring compliance with mitigation monitoring applicable to the project construction, development, and design phases. Agency and/or City staff will prepare or cause to be prepared reports identifying compliance with mitigation measures. Once construction has begun and is underway, monitoring of the mitigation measures associated with construction will be included in the responsibilities of designated Agency and/or City staff, who shall prepare or cause to be prepared reports of such monitoring no less than once a month until construction has been completed. Once construction has been completed, the Agency and/or City will monitor the project as deemed necessary.

CHANGES TO MITIGATION MEASURES

Any substantive change in the monitoring and reporting plan made by Agency and/or Planning Department staff shall be reported in writing to the City Environmental Review Officer. Reference to such changes shall be made in the monthly/yearly Environmental Mitigation Monitoring Report prepared by Planning Department staff. Modifications to the mitigation measures may be made by Planning Department staff subject to one of the following findings, documented by evidence included in the record:

1. The mitigation measure included in the Draft EIR and the Mitigation Monitoring and Reporting Program is no longer required because the significant environmental impact identified in the Draft EIR has been found not to exist, or to occur at a level which makes the impact less than significant as a result of changes in the project, changes in conditions of the environment, or other factors.

OR

2. The modified or substitute mitigation measure to be included in the Mitigation Monitoring and Reporting Program either provides corrections to text without any substantive change in the intention or meaning of the original mitigation measure, or provides a level of environmental protection equal to or greater than that afforded by the mitigation measure included in the Draft EIR and the Mitigation Monitoring and Reporting Program; and the modified or substitute mitigation measures do not have significant adverse effects on the environment in addition to or greater than those which were considered by the responsible hearing bodies in their decisions on the Final EIR and the proposed project; and the modified or substitute mitigation measures are feasible, and the Planning Department, through measures included in the Mitigation Monitoring and Reporting Program or other City procedures, can assure their implementation.

FORMAT OF MITIGATION MONITORING MATRIX

Table 1: Mitigation Monitoring and Reporting Program on the following pages identifies the environmental issue areas for which monitoring is required, the required mitigation measures, the timeframe for monitoring, and the responsible implementing and monitoring agencies. Table 2: Improvement Measure Monitoring and Reporting Program outlines optional measures that are intended to improve an impact that was found by the Planning Department to be less than significant. Improvement measures are not requirements, however, the project sponsors or the Planning Department may elect to implement them.

DEFINITIONS

City’s Environmental Review Officer—The Environmental Review Officer at the San Francisco Planning Department, referred to herein as “ERO.”

Project sponsors—BUILD, the San Francisco Recreation and Parks Department (RPD), or any other individual who or business that constructs urban land uses. This term shall be construed to mean the subsequent developer(s) who constructs or extends urban land uses through subdivision of land and construction or alteration of structures.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
MITIGATION MEASURES FOR THE INDIA BASIN MIXED-USE PROJECT				
Aesthetics Mitigation Measures				
<p>Mitigation Measure M-AE-3: Implement Good Lighting Practices</p> <p>The project sponsor of the 700 Innes property shall develop a lighting plan for that property, subject to approval by the Planning Department, to address light spillover during operation of the proposed project or variant. The lighting plan shall include the following measures, which would reduce the impact of new lighting sources at the 700 Innes property:</p> <ul style="list-style-type: none"> • Professionally recommended lighting levels for each activity shall be designed by a professional electrical consulting engineer to meet minimum illumination levels while preventing over-lighting and reducing electricity consumption. • The location, height, cutoff, and angle of all lighting shall be correctly focused on the project site to avoid directing light at neighboring areas. • Shielded fixtures with efficient light bulbs shall be used in uncovered parking areas to prevent any glare and light spillage beyond the property line. 	Project sponsor of 700 Innes property and contractor	Before the issuance of first temporary certificate of occupancy.	Planning Department to approve lighting plan, Department of Building Inspection to monitor contractor compliance.	Considered complete after construction activities for the applicable project sponsor have ended and the Department of Building Inspection has signed off on implementation of the final approved lighting plan.
Cultural Resources Mitigation Measures				
<p>Mitigation Measure M-CR-1a: Prepare and Implement Historic Preservation Plans and Ensure that Rehabilitation Plans Meet Performance Criteria</p> <p>The project sponsors shall retain a professional who meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History and is on the Planning Department's qualified consultant list. This professional shall prepare, and the project sponsors shall implement, a historic preservation plan (HPP) for each of the three historical resources identified on the project site. Each HPP shall consider the historic resource evaluation reports prepared for this project.</p> <p>The HPPs shall incorporate rehabilitation recommendations for protecting character-defining features of the historical resources to be retained and shall include the following elements:</p> <ul style="list-style-type: none"> • Historic Preservation Protective Measures. Each HPP shall be prepared and implemented to aid in preserving those portions of the historical resource that would be retained and/or rehabilitated as part of the project. The HPP shall establish measures to protect the character-defining features from construction equipment that may inadvertently come in contact with the resource. If deemed necessary upon further assessment of the resource's condition, the plan shall include the preliminary stabilization before 	Project sponsors/qualified engineer and/or architectural historian consultant at the direction of the ERO.	Prior to issuance of applicable site permits for each identified historical resource, a HPP shall be prepared. Planning Department Preservation staff shall review and approve the HPP.	A professional architectural historian who meets the Secretary of the Interior's Professional Qualifications Standards and is on the Planning Department's qualified consultant list shall provide progress reports on the implementation of the HPP to the Planning Department throughout the construction period. In addition, the project sponsors shall ensure that the contractor(s) follows the HPP.	Considered complete with regard to each applicable historic resource after construction activities implementing approved HPP for the affected historic resources have ended and the final progress report has been submitted and approved by the Planning Department.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>construction to prevent further deterioration or damage. Specifically, the protection measures shall incorporate construction specifications for the proposed project that require the construction contractor(s) to use all feasible means to avoid damage to historical resources, including but not necessarily limited to the following:</p> <ul style="list-style-type: none"> – staging equipment and materials as far as possible from historic buildings to avoid direct impact damage; – maintaining a buffer zone when possible between heavy equipment and historical resource(s) as identified by the Planning Department; – appropriately shoring excavation sidewalls to prevent movement of adjacent structures; – ensuring adequate drainage; and ensuring appropriate security to minimize risks of vandalism and fire. <ul style="list-style-type: none"> • Relocation Plan for 702 Earl Street. The HPP for 702 Earl Street shall include a relocation plan to be reviewed and approved by the Planning Department to ensure that character-defining features of the building will be retained. The relocation plan shall include required qualifications for the building relocation company ensuring that the relocation is undertaken by a company that is experienced in moving historic buildings of a similar size and/or structural system as 702 Earl Street. The relocation plan shall ensure that the building will be moved without disassembly and that the building will be separated from its existing foundation without irreparably damaging the character-defining historic fabric of the building. • Rehabilitation and Retention Plan for India Basin Scow Schooner Cultural Landscape. The HPP for the cultural landscape shall finalize the designs for the Shipwright’s Cottage, and the Tool Shed interpretative structure, if included in the final design. It shall also include a plan for rehabilitation of the Marineway rails. • New Construction and Maintenance Guidelines for the India Basin Scow Schooner Cultural Landscape. The HPPs for the India Basin Scow Schooner Cultural Landscape shall establish protocols for the ongoing protection of the character-defining features of the cultural landscape and guidelines to evaluate all future development proposals within the cultural landscape. These guidelines shall include the following: <ul style="list-style-type: none"> – New construction and site development within or adjacent to the India Basin Scow Schooner Boatyard Vernacular Cultural Landscape shall be compatible with the character of the cultural landscape and shall 				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>maintain and support the landscape’s character-defining features.</p> <ul style="list-style-type: none"> – New construction shall draw its form, materials, and color palette from the historic texture and materials of the cultural landscape. – New construction shall be contextually appropriate in terms of massing, size, scale, and architectural features, not only with the remaining historic buildings, but with one another. – New construction shall comply with the Secretary of the Interior’s Rehabilitation Standard No. 9: “New Addition, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale and architectural features to protect the integrity of the property and its environment.” – A building and structural maintenance plan shall be developed to ensure that the character-defining structures of the cultural landscape are maintained. – A planting and landscape maintenance plan shall be developed to provide ongoing protection of character-defining landscape features of the cultural landscape that will be rehabilitated and/or protected by the project, such as open areas and circulation routes. The plan shall provide guidelines for landscape design within the cultural landscape that maintains the historic and industrial character of the landscape. <ul style="list-style-type: none"> • Salvage. Each HPP for the Shipwright’s Cottage and the India Basin Scow Schooner Cultural Landscape shall further investigate and incorporate preservation recommendations regarding the salvage of historic materials for reuse and/or interpretation. The recommendations in the HPPs shall include but not be limited to the following: <ul style="list-style-type: none"> – Materials to be salvaged from the interior of the Shipwright’s Cottage and recommendations for reusing those materials. – Materials to be salvaged from both contributing and noncontributing features of the India Basin Scow Schooner Boatyard Vernacular Cultural landscape, and recommendations for either incorporating such materials into the proposed new construction on the India Basin Shoreline Park property or otherwise reusing those materials. <p>For each HPP, the HPP, including any specifications, monitoring schedule, and other supporting documents, shall be incorporated into the site permit application’s plan sets. Planning Department Preservation staff shall review and approve the HPP before a site permit, demolition permit, or any other permit is issued by the San Francisco Department of Building Inspection for</p>				

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<p>the rehabilitation of historical resources.</p> <p>The Planning Department shall not issue building permits associated with historical resources until Preservation staff concur that the designs conform to the SOI Standards for Rehabilitation, except for the Tool Shed interpretive structure and the Boatyard Office Building, if included in the final design. Should alternative materials be proposed for replacement of historic materials, they shall be in keeping with the size, scale, color, texture, and general appearance, and shall be approved by Planning Department Preservation staff. The performance criteria shall ensure retention of the character-defining features of each historical resource, as identified in the HPP, which in turn shall be developed in accordance with the HRE developed for the project (San Francisco, 2017b).</p> <p>The project sponsors shall ensure that the contractor(s) follows the HPP. Furthermore, in accordance with the HPP's reporting and monitoring requirements, the consultant architectural historian shall conduct regular periodic inspections of the historical resources under rehabilitation during project construction activities to ensure compliance with the HPP and adherence to the SOI Standards for Rehabilitation. The consultant architectural historian shall provide progress reports to the Planning Department throughout the construction period.</p>				
<p>Mitigation Measure M-CR-1b: Document Historical Resources</p> <p>To reduce adverse effects on historical resources, before the start of demolition, rehabilitation, or relocation, the project sponsors shall retain a professional who meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History. This professional shall prepare written and photographic documentation of the three historical resources identified on the project site. The specific scope of the documentation shall be reviewed and approved by the Planning Department but shall include the following elements:</p> <ul style="list-style-type: none"> • Measured Drawings. A set of measured drawings shall be prepared that depict the existing size, scale, and dimension of the historical resources. Planning Department Preservation staff will accept the original architectural drawings or an as-built set of architectural drawings (e.g., plan, section, elevation). Planning Department Preservation staff will assist the consultant in determining the appropriate level of measured drawings. • Historic American Buildings/Historic American Landscape Survey–Level Photograph. Either Historic American Buildings/Historic American Landscape Survey (HABS/HALS) standard large-format or digital 	<p>Project sponsors/qualified architectural historian consultant at the direction of the ERO.</p>	<p>Before demolition or site permits are issued for each project sponsor.</p>	<p>All documentation will be reviewed and approved by the Planning Department's Preservation coordinator before any demolition or site permit is granted for the affected historical resource.</p>	<p>Considered complete as to each affected historic resource after all documentation has been reviewed and approved by the Planning Department and final written and photographic documentation is submitted to interested parties for the affected historic resource. This will be done before the demolition or site permits are issued for each affected historic resource.</p>

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<p>photography shall be used. The scope of the digital photographs shall be reviewed by Planning Department Preservation staff for concurrence, and all digital photography shall be conducted according to the latest National Park Service (NPS) standards. The photography shall be undertaken by a qualified professional with demonstrated experience in HABS photography. Photograph views for the data set shall include:</p> <ul style="list-style-type: none"> – contextual views; – views of each side of the building and interior views, where possible; – oblique views of the building; and – detail views of character-defining features, including features on the interior. <p>All views shall be referenced on a photographic key. This photographic key shall be on a map of the property and shall show the photograph number with an arrow to indicate the direction of the view. Historic photographs shall also be collected, reproduced, and included in the data set.</p> <ul style="list-style-type: none"> • HABS/HALS Historical Report. A written historical narrative and report shall be provided in accordance with the HABS Historical Report Guidelines. <p>In addition, video recordation shall be undertaken before demolition or site permits are issued. The project sponsor shall undertake video documentation of the affected historical resource and its setting. The documentation shall be conducted by a professional videographer, one with experience recording architectural resources. The documentation shall be narrated by a qualified professional who meets the standards for history, architectural history, or architecture (as appropriate) set forth by the Secretary of the Interior’s Professional Qualification Standards (36 Code of Federal Regulations Part 61). The documentation shall include as much information as possible—using visuals in combination with narration—about the materials, construction methods, current condition, historic use, and historic context of the historical resource. Archival copies of the video documentation shall be submitted to the Planning Department, and to repositories including but not limited to the San Francisco Public Library, the Northwest Information Center of the California Historical Information Resource System, and the California Historical Society.</p> <p>Further, a Print-on-Demand softcover book shall be produced that includes the content from the historical report, historical photographs, HABS/HALS photography, measured drawings, and field notes. The Print-on-Demand book shall be made available to the public for distribution.</p> <p>The project sponsor shall transmit such documentation to the History Room of the San Francisco Public Library, San Francisco Architectural Heritage, the</p>				

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<p>Planning Department, the San Francisco Maritime National Historic Park, and the Northwest Information Center. The HABS/HALS documentation scope will determine the requested documentation type for each facility, and the projects sponsors will conduct outreach to identify other interested groups. All documentation will be reviewed and approved by the Planning Department's Preservation coordinator before any demolition or site permit is granted for the affected historical resource.</p>	<p>Project sponsors/qualified architectural historian consultant at the direction of the ERO.</p>	<p>Before demolition or site permits are issued for each project sponsor.</p>	<p>Interpretive plan shall be subject to review and approval by the Planning Department.</p>	<p>Considered complete after the interpretive program has been installed and approved by the Planning Department.</p>
<p>Mitigation Measure M-CR-1c: Develop and Implement an Interpretive Plan</p> <p>The project sponsors shall facilitate the development of an interpretive program focused on the history and environmental setting of each historical resource identified on the project site. This program shall be initially outlined in an interpretive plan subject to review and approval by the Planning Department.</p> <p>The interpretative program shall include but not be limited to the installation of permanent on-site interpretive displays or screens in publicly accessible locations. The plan shall include the proposed format and location of the interpretive content, as well as high-quality graphics and written narratives to be incorporated. Historical photographs, including some of the large-format photographs required by Mitigation Measure M-CR-1b, may be used to illustrate the history. Salvaged materials as required by Mitigation Measure M-CR-1a should also contribute to the interpretative program.</p> <p>The interpretative program should also coordinate with other interpretive displays currently proposed along the Bay, specifically those that focus on shipbuilding at Potrero Point to the north. The interpretative program should also coordinate with maritime or other relevant interpretation programs in San Francisco, such as the San Francisco Maritime National Historic Park and its sailing program that includes the 1891 scow schooner Alma. The interpretative plan should also explore contributing to digital platforms that are publicly accessible, such as the History Pin website or an iPhone application. The primary goal is to educate visitors about the property's historical themes, associations, and lost contributing features within broader historical, social, and physical landscape contexts.</p>				

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<p>Mitigation Measure M-CR-1d: Retain the Boatyard Office Building</p> <p>If feasible, character-defining features of the Boatyard Office building shall be retained by RPD in order to ensure that the building remains a significant feature of the cultural landscape. This would include retention of a portion of the roof form, wood frame structure, and wood cladding so that the massing of the building is still expressed. For example, this may include retention of an open-frame or partially open-frame roof structure with wide eaves supported by a wood frame structure with a portion of the structure clad in retained or replaced-in-kind wood cladding. If possible, the porthole openings on the southeast and southwest façade shall be retained. The amount of the wood cladding and roof structure to be retained will depend upon additional condition assessments of the building, public safety concerns, seismic requirements, visibility and sight lines in relation to park design, and RPD programming.</p>	<p>Project sponsor for the 900 Innes property/ qualified structural engineer and/or architectural historian consultant at the direction of the ERO.</p>	<p>Before demolition or site permits are issued.</p>	<p>Planning Department to monitor RPD and project contractor compliance.</p>	<p>Considered complete after construction activities have ended.</p>
<p>Mitigation Measure M-CR-1e: Vibration Protection Plan</p> <p>Where construction activity involving pile driving and other heavy equipment and vehicles would occur in proximity to any historical resources, the project sponsors shall undertake a monitoring program to minimize damage to adjacent historic buildings and to ensure that any such damage is documented and repaired. The monitoring program, which shall apply within 150 feet where pile driving would be used and within 35 feet of other heavy equipment operation, shall include the following components:</p> <p>Prior to the start of any ground-disturbing activity, the project sponsors shall engage a historic architect or qualified historic preservation professional to undertake a pre-construction survey of historical resource(s) identified by the San Francisco Planning Department within 150 feet of planned construction to document and photograph the buildings' existing conditions. The qualified consultant shall conduct regular periodic inspections of each historical resource within 150 feet of planned construction during ground-disturbing activity on the project site in concert with a qualified acoustical/vibration consultant or structural engineer and shall submit monitoring reports to San Francisco Planning Department Preservation staff. The qualified consultant shall submit an existing conditions documentation scope and vibration monitoring plan to San Francisco Planning Department Preservation staff for review and approval.</p> <p>Based on the construction and condition of the resource(s), a structural engineer or other qualified entity shall establish a maximum vibration level that shall not be exceeded at each historical resource, based on existing</p>	<p>Project sponsors/ qualified acoustical/ vibration consultant at the direction of the Planning Department Preservation staff.</p>	<p>Before demolition or site permits are issued and during construction.</p>	<p>The qualified consultant shall conduct regular periodic inspections of each historical resource within 150 feet of planned construction during ground-disturbing activity on the project site in concert with a qualified acoustical/vibration consultant or structural engineer and shall submit monitoring reports to San Francisco Planning Department Preservation staff.</p>	<p>Considered complete as to each project sponsor after construction activities for the applicable Project Sponsor have ended and the final monitoring report has been submitted.</p>

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<p>conditions, character-defining features, soils conditions and anticipated construction practices in use at the time (0.12 inch per second, peak particle velocity [PPV], consistent with Federal Transit Administration guidance).</p> <p>To ensure that vibration levels do not exceed the established standard, a qualified acoustical/vibration consultant shall monitor vibration levels at each historical resource within 150 feet of planned construction and shall prohibit vibratory construction activities that generate vibration levels in excess of the standard. Should vibration levels be observed in excess of the standard, construction shall be halted and alternative construction techniques put in practice. (For example, pre-drilled piles could be substituted for driven piles, if soil conditions allow; smaller, lighter equipment could possibly also be used in some cases.) The consultant shall conduct regular periodic inspections of each historical resource within 150 feet of planned construction during ground-disturbing activity on the project site. Should damage to a historical resource occur as a result of ground-disturbing activity on the site, the building(s) shall be remediated to its pre-construction condition at the conclusion of ground-disturbing activity on the site.</p>				
<p>Mitigation Measure M-CR-2a: Undertake an Archeological Testing Program</p> <p>Based on the results of the archeological investigation completed for the proposed project and variant, the remains of two ships, the <i>Bay City</i> and the <i>Caroline</i>, occur within the study area. Both sets of remains are contributing elements to the India Basin Scow Schooner Boatyard Vernacular Cultural Landscape. The proposed Marineway would cross over the identified remains of the <i>Caroline</i>, and the viewing platform would be placed over the remains of the <i>Bay City</i>. The foundation system of the Marineway and viewing platform have not been fully developed, but the potential exists for piles required for the structure to be driven through the buried vessels. There is also a reasonable presumption that additional archeological resources beyond the remains of the <i>Bay City</i> and <i>Caroline</i> may be present in the study area. Such currently undiscovered resources could include other ship hulks associated with the Hunters Point Ship Graveyard (which in turn would be contributing elements to the vernacular cultural landscape) and both prehistoric and historic-period archeological sites. As such, the following measures shall be undertaken to avoid any significant adverse effect from the proposed project or variant on buried archeological resources.</p> <p>The project sponsors shall retain the services of an archeological consultant from</p>	<p>Project sponsors/qualified archeological consultant at the direction of the ERO.</p>	<p>Prior to the issuance of site permits and initiation of construction, during construction, and after the conclusion of all construction activities.</p>	<p>The ERO to review and approve an archeological testing plan and a final archeological resources report.</p>	<p>The ERO to review and approve an archeological testing plan for the applicable project site before the start of construction. Depending on the findings of the archeological testing program, intermittent reports may be submitted by the qualified archeological consultant for each phase of construction within the applicable project site.</p> <p>The final archeological resources report will be submitted after the conclusion of all construction activities.</p>

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<p>the rotational Qualified Archeological Consultants List (QACL), maintained by the Planning Department's archeologist. The project sponsors shall contact the Planning Department archeologist to obtain the names and contact information for the next three archeological consultants on the QACL. The archeological consultant shall undertake an archeological testing program as specified herein. In addition, the consultant shall be available to conduct an archeological monitoring and/or data recovery program, if required pursuant to this measure. The archeological consultant's work shall be conducted in accordance with this measure at the direction of the Environmental Review Officer (ERO). All plans and reports prepared by the consultant as specified herein shall be submitted first and directly to the ERO for review and comment, and shall be considered draft reports subject to revision until final approval by the ERO.</p> <p>Archeological monitoring and/or data recovery programs required by this measure could suspend project construction for up to 4 weeks. At the direction of the ERO, the suspension of construction can be extended beyond 4 weeks only if such a suspension is the only feasible means to reduce the potential effects on a significant archeological resource, as defined in State CEQA Guidelines Sections 15064.5(a) and 15064.5(c), to less than significant with mitigation.</p> <p>Consultation with Descendant Communities. Upon discovery of an archeological site associated with Native Americans, the overseas Chinese, or other potentially interested descendant groups, an appropriate representative of the descendant group and the ERO shall be contacted. The descendant group's representative shall be given the opportunity to monitor archeological field investigations of the site and to consult with the ERO regarding appropriate archeological treatment of the site, data recovered from the site, and if applicable, any interpretative treatment of the associated archeological site. A copy of the final archeological resources report shall be provided to the representative of the descendant group.</p> <p>Archeological Testing Plan. The archeological consultant shall prepare and submit to the ERO for review and approval an archeological testing plan (ATP). The archeological testing program shall be conducted in accordance with the approved ATP. The ATP shall identify the property types of the expected archeological resource(s) that could be adversely affected by the proposed project or variant, the testing method to be used, and the locations recommended for testing. The purpose of the archeological testing program shall be to determine the presence or absence of archeological resources to the extent possible, and to identify and evaluate whether any archeological resource encountered on the site constitutes a historical resource under CEQA.</p>				

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<p>At the completion of the archeological testing program, the archeological consultant shall submit a written report of the findings to the ERO. If the archeological consultant finds, based on the archeological testing program, that significant archeological resources may be present, the ERO acting in consultation with the archeological consultant shall determine whether additional measures are warranted.</p> <p>Additional measures that may be undertaken include further archeological testing, archeological monitoring, and/or an archeological data recovery program. If the ERO determines that a significant archeological resource is present and that the proposed project or variant could adversely affect the resource, then one of the following measures shall be implemented, at the discretion of the project sponsors, depending on the location of the resource:</p> <ul style="list-style-type: none"> • The proposed project or variant shall be redesigned to avoid any adverse effect on the significant archeological resource. OR • A data recovery program shall be implemented, unless the ERO determines that the archeological resource is of greater significance for interpretation than for research and that interpretive use of the resource is feasible. <p>Archeological Monitoring Program. If the ERO acting in consultation with the archeological consultant determines that an archeological monitoring program (AMP) shall be implemented, the archeological monitoring program shall include the following provisions, at a minimum:</p> <ul style="list-style-type: none"> • The archeological consultant, the project sponsors (depending on the location of the resource and/or area of concern), and the ERO shall meet and consult on the scope of the archeological monitoring program a reasonable amount of time before the start of any project-related soil-disturbing activities. The ERO, in consultation with the archeological consultant, shall determine which project activities shall be subject to archeological monitoring. A single AMP or multiple AMPs may be produced to be consistent with project phasing. In most cases, any soil-disturbing activities, such as demolition, foundation removal, excavation, grading, installation of utilities, foundation work, pile driving (e.g., foundation, shoring), and site remediation, shall require archeological monitoring because of the risk these activities pose to potential archeological resources and their depositional context. • The archeological consultant shall advise all project contractors to be on the alert for evidence of the presence of the expected resource(s), shall explain how to identify evidence of the expected resource(s), and shall identify the appropriate protocol in case of the apparent discovery of an archeological resource. 				

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<ul style="list-style-type: none"> The archeological monitor(s) shall be present on the project site according to a schedule agreed upon by the archeological consultant and the ERO until the ERO has, in consultation with project archeological consultant, determined that project construction activities could have no effects on significant archeological deposits. The archeological monitor shall record and be authorized to collect soil samples and artifactual/ecofactual material as warranted for analysis. If an intact archeological deposit is encountered, all soil-disturbing activities in the vicinity of the deposit shall cease. The archeological monitor shall be empowered to temporarily redirect demolition, excavation, pile driving, and other construction activities and equipment until the deposit is evaluated. If in the case of pile driving activity (e.g., foundation, shoring) the archeological monitor has cause to believe that the pile driving activity may affect an archeological resource, the activity shall be terminated until an appropriate evaluation of the resource has been made in consultation with the ERO. The archeological consultant shall immediately notify the ERO of the encountered archeological deposit. The archeological consultant shall make a reasonable effort to assess the identity, integrity, and significance of the encountered archeological deposit, and present the findings of this assessment to the ERO. 				
<p>Whether or not significant archeological resources are encountered, the archeological consultant shall submit a written report of the findings of the monitoring program to the ERO. Intermittent reports shall be submitted for each phase of construction.</p>				
<p>Archeological Data Recovery Program. The archeological data recovery program shall be conducted in accordance with an archeological data recovery plan (ADRP). The archeological consultant, project sponsors (dependent on location of resource requiring implementation of this mitigation measure), and ERO shall meet and agree regarding the scope of the ADRP before preparation of a draft ADRP. The archeological consultant shall submit a draft ADRP to the ERO for each phase of construction or for the overall construction effort. The ADRP shall identify how the proposed data recovery program would preserve the significant information the archeological resource is expected to contain. That is, the ADRP shall identify what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. Data recovery, in general, will be limited to the portions of the historical property that can be adversely affected by the proposed project or</p>				

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<p>variant. Destructive data recovery methods shall not be applied to portions of the archeological resources if nondestructive methods are practical.</p> <p>The scope of the ADRP shall include:</p> <ul style="list-style-type: none"> • descriptions of proposed field strategies, procedures, and operations; • a description of the selected cataloguing system and artifact analysis procedures; • a description of and rationale for field and post-field discard and deaccession policies; • consideration of an on-site/off-site public interpretive program during the course of the ADRP; • recommended security measures to protect the archeological resource from vandalism, looting, and unintentionally damaging activities; • a description of the proposed report format and distribution of results; and • a description of the procedures and recommendations for the curation of any recovered data having potential research value, identification of appropriate curation facilities, and a summary of the accession policies of the curation facilities. <p>Final Archeological Resources Report. The archeological consultant shall submit a draft final archeological resources report (FARR) to the ERO that evaluates the historical significance of any discovered archeological resource and describes the archeological and historical research methods employed in the archeological testing/monitoring/data recovery program(s) undertaken. The FARR will be submitted after the conclusion of all construction activities that are required for the entire project. Information that can put any archeological resource at risk shall be provided in a separate removable insert within the final report.</p> <p>Once approved by the ERO, copies of the FARR shall be distributed as follows:</p> <ul style="list-style-type: none"> • The Northwest Information Center shall receive one copy. • The ERO shall receive a copy of the transmittal of the FARR to the Northwest Information Center. • The Environmental Planning division of the Planning Department shall receive one bound, one unbound, and one unlocked searchable PDF copy on CD of the FARR, along with copies of any formal site recordation forms (CA DPR 523 series) and/or documentation for nomination to the NRHP/CRHR. <p>In instances of high public interest in or the high interpretive value of the resource, the ERO may require a different final report content, format, and distribution than that presented above.</p>				

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<p>Mitigation Measure M-CR-3a: Implement Legally Required Measures in the Event of Inadvertent Discovery of Human Remains</p> <p>The following measures shall be implemented in the event of the discovery, or anticipated discovery, of human remains and associated burial-related cultural materials.</p> <p>The treatment of human remains and of associated or unassociated funerary objects discovered during any soils disturbing activity shall comply with applicable State and federal laws. This shall include immediate notification of the Coroner of the City and County of San Francisco and the ERO, and in the event of the Coroner’s determination that the human remains are Native American remains, notification of the Native American Heritage Commission (NAHC) who shall appoint a Most Likely Descendant (MLD) (PRC Section 5097.98). The archeological consultant, project sponsors, ERO, and MLD shall have up to but not beyond 6 days of discovery to make all reasonable efforts to develop an agreement for the treatment of human remains and associated or unassociated funerary objects with appropriate dignity (State CEQA Guidelines Section 15064.5([d])). The agreement should take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects. Nothing in existing State regulations or in this mitigation measure compels the project sponsor and the ERO to accept recommendations of an MLD. The archeological consultant shall retain possession of any Native American human remains and associated or unassociated burial objects until completion of any scientific analyses of the human remains or objects as specified in the treatment agreement if such as agreement has been made or, otherwise, as determined by the archeological consultant and the ERO.</p>	<p>Project sponsors/ construction contractor/ archeological consultant, at the direction of the ERO.</p>	<p>During construction in the event of the discovery, or anticipated discovery, of human remains and associated burial- related cultural materials.</p>	<p>The Planning Department to monitor sponsor and contractor compliance.</p>	<p>In the event of the discovery of human remains and associated burial-related cultural materials, considered complete after reburial or permanent disposition of any discovered human remains and burial-related cultural materials and approval of the final archeological resources report.</p>

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<p>Mitigation Measure M-CR-4a: Implement Tribal Cultural Resources Interpretive Program</p> <p>If the ERO determines that preservation in place of the tribal cultural resource pursuant to Mitigation Measure M-CR-2a, “Undertake an Archeological Testing Program,” is both feasible and effective, then the archeological consultant shall prepare an archeological resource preservation plan (ARPP). Implementation of the approved ARPP by the archeological consultant shall be required when feasible. If the ERO determines that preservation in place of the tribal cultural resource is not a sufficient or feasible option, then the project sponsors shall implement an interpretive program of the tribal cultural resource in consultation with affiliated Native American tribal representatives. An interpretive plan produced in consultation with affiliated Native American tribal representatives, at a minimum, and approved by the ERO would be required to guide the interpretive program. The plan shall identify proposed locations for installations or displays, the proposed content and materials of those displays or installation, the producers or artists of the displays or installation, and a long-term maintenance program. The interpretive program may include artist installations, preferably by local Native American artists, oral histories with local Native Americans, artifacts displays and interpretation, and educational panels or other informational displays.</p>	Project Sponsors and qualified archeological consultant.	During construction.	Planning Department.	Considered complete after the archeological resource preservation plan or interpretive plan of the tribal cultural resource in consultation with affiliated Native American tribal representatives have been approved by the ERO and implementation of preservation or interpretive program.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Transportation and Circulation Mitigation Measures				
<p>Mitigation Measure M-TR-3P: Implement Transit Capacity Improvements (Proposed Project)</p> <p>The project sponsors of the 700 Innes property shall fund and/or implement transit capacity improvements as described below. Implementation of one of the two options described below would mitigate the transit capacity impact of the proposed project to less than significant.</p> <ul style="list-style-type: none"> <p>Option 1—Fund Temporary Transit Service Improvements Until the Applicable Portion of the Candlestick Point/Hunters Point Shipyard Phase II Transportation Plan is in Operation</p> <p>The project sponsors of the 700 Innes property shall fund, and SFMTA shall provide, temporary increased frequencies on the 44 O’Shaughnessy for the period of time until similar improvements required as part of the CPHPS Transportation Plan are in operation. Specifically, the frequency of the 44 O’Shaughnessy shall be increased from every 8 minutes to every 6.5 minutes in the a.m. peak period and from every 9 minutes to every 7.5 minutes in the p.m. peak period. This increased frequency is set at the level where project-generated transit trips would no longer result in a significant transit capacity impact. The project sponsors’ funding contributions are based on the cost to serve the relative proportion of transit trips generated by each of the four properties that make up the project site, and would include the cost to requisition and operate any additional buses needed to increase the frequencies as specified. Under the project-level analysis for the proposed project, all transit trips generated at the project site result from the proposed development at the 700 Innes property.</p> <p>Under Option 1, the increased frequency on the 44 O’Shaughnessy would result in increased passenger capacity along the route (because more buses would be provided per hour), thereby lowering the average passenger load per bus below the 85 percent capacity utilization threshold.</p> <p>Mitigation Measure M-TR-3P, Option 1 would be implemented prior to the issuance of the building permits for the incremental amount of development at the 700 Innes property (20 transit trips outbound from the project site on the 44 O’Shaughnessy during the weekday a.m. peak hour or 18 transit trips inbound to the project site on the 44 O’Shaughnessy during the weekday p.m. peak hour) that would cause the significant impact. This incremental amount of development would be a subset of the first phase of construction.</p> 	<p>Project sponsor of 700 Innes property (Option 2) and SFMTA (Option 1)</p>	<p>Option 1 would be implemented prior to the issuance of the building permits for the incremental amount of development at the 700 Innes property under the first phase of construction that would cause the significant impact (20 transit trips outbound from the project site on the 44 O’Shaughnessy during the weekday a.m. peak hour or 18 transit trips inbound to the project site on the 44 O’Shaughnessy during the weekday p.m. peak hour).</p> <p>Option 2 would be implemented prior to the issuance of the Temporary Certificates of Occupancy (TCO) for the incremental amount of development at the 700 Innes property under the first phase of construction that would cause the</p>	<p>SFMTA (Option 1) or project sponsor of the 700 Innes property (Option 2). Under Option 2, the project sponsor for the 700 Innes property shall also be required to monitor ridership on the shuttle annually and produce a report to SFMTA describing the level of service provided and associated ridership.</p>	<p>Considered complete upon payment of fair share contribution to SFMTA (Option 1) or after shuttle service has been implemented and is in operation for the period of time until similar improvements required as part of the CPHPS Transportation Plan are in operation (Option 2). Under Option 2, the project sponsor for the 700 Innes property shall also be required to conduct annual monitoring and reporting activities for the shuttle for the period of time until improvements required as part of the CPHPS Transportation Plan are in operation.</p>

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>• Option 2—Implement a Temporary Shuttle Service Until the Applicable Portion of the Candlestick Point–Hunters Point Shipyard Phase II Transportation Plan is in Operation</p> <p>If for any reason SFMTA determines that providing increased transit frequency as described under Option 1 is not feasible at the time its implementation would be required, the project sponsors for the 700 Innes property shall implement a temporary shuttle service to supplement existing nearby transit service by providing connections to local and regional rail service. The shuttle would connect the project site (at a stop on Innes Avenue at Arelious Walker Drive or a stop on New Hudson Avenue/New Griffith Street near Innes Avenue) with Muni light rail (T Third Street), Caltrain, and BART.</p> <p>A shuttle service operating at 20-minute headways in the a.m. and p.m. peak periods (7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., respectively) could accommodate the estimated demand, although a maximum headway of 15 minutes is recommended in order to provide an adequate level of service for urban commuters. Shuttle operations would be extended outside of these defined periods, if necessary, to adequately serve the peak period of project travel demand. The shuttle would be required to operate only until the CPHPS Transportation Plan’s transit service improvements are in place.</p> <p>If Option 2 is implemented, the shuttle shall operate within all applicable SFMTA and City regulations and programs. The project sponsors for the 700 Innes property shall be required to monitor ridership on the shuttle annually and produce a report to SFMTA describing the level of service provided and associated ridership. If ridership on the overcrowded Muni route is more than 85 percent of overall service capacity as routinely monitored by the SFMTA, additional shuttle frequency shall be provided by the project sponsors for the 700 Innes property to reduce passenger loads to below 85 percent utilization on the corresponding Muni route.</p> <p>Under Option 2, the shuttle service would supplement existing transit routes by providing sufficient capacity to accommodate the demand generated by the proposed project above the 85 percent utilization threshold, with a 20 percent contingency factor.</p> <p>Mitigation Measure M-TR-3P, Option 2 would be implemented prior to the issuance of the Temporary Certificates of Occupancy (TCO) for the incremental amount of development at the 700 Innes property (20 transit trips outbound from the project site on the 44 O’Shaughnessy during the weekday a.m. peak hour or 18 transit trips inbound to the project site on the 44 O’Shaughnessy during the weekday p.m. peak hour) that would cause the significant impact. This incremental amount of development would be a subset of the first phase of construction.</p>		<p>significant impact (20 transit trips outbound from the project site on the 44 O’Shaughnessy during the weekday a.m. peak hour or 18 transit trips inbound to the project site on the 44 O’Shaughnessy during the weekday p.m. peak hour)</p>		

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>Mitigation Measure M-TR-3V: Implement Transit Capacity Improvements (Variant)</p> <p>The project sponsors of the 700 Innes property shall fund and/or implement transit capacity improvements as described below. Implementation of one of the two options described would mitigate the transit capacity impact of the variant to less than significant.</p> <ul style="list-style-type: none"> <p>Option 1—Fund Temporary Transit Service Improvements Until the Applicable Portion of the Candlestick Point–Hunters Point Shipyard Phase II Transportation Plan is in Operation</p> <p>The project sponsors of the 700 Innes property shall fund, and SFMTA shall provide, temporary increased frequencies on the 44 O’Shaughnessy and 48 Quintara–24th Street (which will replace the 19 Polk’s route along Evans Avenue, Hunters Point Boulevard, and Innes Avenue) for the period of time until similar improvements required as part of the CPHPS Transportation Plan are in operation. Specifically, the frequency of the 44 O’Shaughnessy shall be increased from every 8 minutes to every 6.5 minutes in the a.m. peak period and from every 9 minutes to every 7.5 minutes in the p.m. peak period. The frequency of the 48 Quintara–24th Street shall be increased from every 15 minutes to every 10 minutes during both the a.m. and p.m. peak periods. These increased frequencies are set at the level where project-generated transit trips would no longer result in a significant transit capacity impact. The project sponsors’ funding contributions are based on the cost to serve the relative proportion of transit trips generated by each of the four properties that make up the project site, and would include the cost to requisition and operate any additional buses needed to increase the frequencies as specified. Under the project-level analysis for the variant, all transit trips generated at the project site result from the proposed development at the 700 Innes property.</p> <p>Under Option 1, the increased frequency on the 44 O’Shaughnessy and 48 Quintara–24th Street would result in increased passenger capacity along these routes (because more buses would be provided per hour), thereby lowering the average passenger load per bus below the 85 percent capacity utilization threshold.</p> <p>Mitigation Measure M-TR-3V, Option 1 would be implemented prior to the issuance of building permits for the incremental amount of development at the 700 Innes property (187 transit trips inbound to the project site on the 19 Polk during the weekday a.m. peak hour, 152 transit trips outbound from the project site on the 19 Polk during the weekday p.m. peak hour, 20 transit</p> 	<p>Project sponsor of 700 Innes property (Option 2) and SFMTA (Option 1)</p>	<p>Option 1 would be implemented prior to the issuance of the building permits for the incremental amount of development at the 700 Innes property under the first phase of construction that would cause the significant impact (187 transit trips inbound to the project site on the 19 Polk during the weekday a.m. peak hour, 152 transit trips outbound from the project site on the 19 Polk during the weekday p.m. peak hour, 20 transit trips outbound from the project site on the 44 O’Shaughnessy during the weekday a.m. peak hour, or 18 transit trips inbound to the project site on the 44 O’Shaughnessy during the weekday p.m. peak hour).</p> <p>Option 2 would be implemented prior to the issuance of the Temporary</p>	<p>SFMTA (Option 1) or project sponsor of 700 Innes property (Option 2). Under Option 2, the project sponsors for the 700 Innes property shall also be required to monitor ridership on the shuttle annually and produce a report to SFMTA describing the level of service provided and associated ridership.</p>	<p>Considered complete upon payment of fair share contribution to SFMTA (Option 1) or after shuttle service has been implemented and is in operation for the period of time until similar improvements required as part of the CPHPS Transportation Plan are in operation (Option 2). Under Option 2, the project sponsors for the 700 Innes property shall also conduct annual monitoring and reporting activities for the shuttle for the period of time until improvements required as part of the CPHPS Transportation Plan are in operation.</p>

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour, or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour) that would cause the significant impact. This incremental amount of development would be a subset of the first phase of construction.</p> <ul style="list-style-type: none"> <p>Option 2—Implement a Temporary Shuttle Service Until the Applicable Portion of the Candlestick Point–Hunters Point Shipyard Phase II Transportation Plan is in Operation</p> <p>If for any reason SFMTA determines that providing increased transit frequency as described under Option 1 is not feasible at the time its implementation would be required, the project sponsors for the 700 Innes property shall implement a temporary shuttle service to supplement existing nearby transit service by providing connections to local and regional rail service. The shuttle would connect the project site (at a stop on Innes Avenue at Arelious Walker Drive or a stop on New Hudson Avenue/New Griffith Street near Innes Avenue) with Muni light rail (T Third Street), Caltrain, and BART.</p> <p>A shuttle service operating at 20-minute headways in the a.m. and p.m. peak periods (7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., respectively) could accommodate the estimated demand, although a maximum headway of 15 minutes is recommended in order to provide an adequate level of service for urban commuters. Shuttle operations would be extended outside of these defined periods, if necessary, to adequately serve the peak period of project travel demand. The shuttle would be required to operate only until the CPHPS Transportation Plan's transit service improvements are in place.</p> <p>If Option 2 is implemented, the shuttle shall operate within all applicable SFMTA and City regulations and programs. The project sponsors for the 700 Innes property shall be required to monitor ridership on the shuttle annually and produce a report to SFMTA describing the level of service provided and associated ridership. If ridership on the overcrowded Muni routes is more than 85 percent of overall service capacity as routinely monitored by the SFMTA, additional shuttle frequency shall be provided by the project sponsors of the 700 Innes property to reduce passenger loads to below 85 percent utilization on the corresponding Muni routes.</p> <p>Under Option 2, the shuttle service would supplement existing transit routes by providing sufficient capacity to accommodate the demand generated by the variant above the 85 percent utilization threshold, with a 20 percent contingency factor.</p> 		<p>Certificates of Occupancy (TCO) for the incremental amount of development at the 700 Innes property under the first phase of construction that would cause the significant impact (187 transit trips inbound to the project site on the 19 Polk during the weekday a.m. peak hour, 152 transit trips outbound from the project site on the 19 Polk during the weekday p.m. peak hour, 20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour, or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour)</p>		

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>Mitigation Measure M-TR-3V, Option 2 would be implemented prior to the issuance of the Temporary Certificates of Occupancy (TCO) for the incremental amount of development at the 700 Innes property (187 transit trips inbound to the project site on the 19 Polk during the weekday a.m. peak hour, 152 transit trips outbound from the project site on the 19 Polk during the weekday p.m. peak hour, 20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour, or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour) that would cause the significant impact. This incremental amount of development would be a subset of the first phase of construction.</p>				
<p>Mitigation Measure M-TR-8V: Implement Passenger Loading Strategies for the School (Variant) Once school enrollment reaches 22 students, the school proposed for the 700 Innes property under the variant shall provide and enforce a pick-up/drop-off plan subject to review and approval by SFMTA to minimize disruptions to traffic, bicycle, and pedestrian circulation associated with school pick-up/drop-off activities and ensure safety for all modes. This plan shall include elements such as the size and location of loading zone(s), parking monitors, staggered drop-offs, a number system for cars, one-way circulation, encouragement of carpools/ride-sharing, and a safety education program. The safety education program shall be targeted at school students, guardians, and staff, as well as residents and businesses near the school site. Informational materials targeted to guardians and nearby residents and employees shall focus on the importance of vehicular safety, locations of school crossings, and school zone speed limits and hours.</p>	<p>Project sponsor for 700 Innes property and school administrator.</p>	<p>Once school enrollment reaches 22 students, the project sponsors and school administrator are required to submit a pick-up/drop-off plan to SFMTA for approval.</p>	<p>School administrator and SFMTA.</p>	<p>Plan is required once school enrollment reaches 22 students and is deemed complete once the plan is approved by SFMTA and the plan is implemented and enforced.</p>

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>Mitigation Measure M-C-TR-2: Implement Transit-Only Lanes</p> <p>SFMTA shall convert one of the two travel lanes in each direction of the Evans Avenue–Hunters Point Boulevard–Innes Avenue–Donohue Avenue corridor from a mixed-flow lane to a transit-only lane between the Jennings Street/ Evans Avenue/Middle Point Road and Donahue Street/Robinson Street intersections. The transit-only lanes would be located in the curbside lanes, similar to those identified for Evans Avenue between Third Street and Jennings Street as part of the CPHPS EIR, and would improve bus travel speed and travel time reliability along the corridor.</p> <p>The project sponsors shall fund, and the SFMTA shall implement, this measure prior to the time the proposed project or variant would result in an increase in transit travel time to 18 minutes, 14 seconds during the weekday a.m. peak hour or 18 minutes, 39 seconds during the weekday p.m. peak hour, whichever comes first. The SFMTA shall monitor transit service and travel time along the corridor to assess when this threshold is met and the project sponsors shall pay their respective fair share amounts after invoicing by SFMTA.</p> <p>The project sponsors’ fair-share portion of this cumulative mitigation measure under either the proposed project or the variant shall be based on the relative proportion of vehicle-trips contributed by the proposed project or the variant to cumulative traffic conditions such that mitigation would be needed. In this case, the fair share was determined by calculating the ratio of the total trips added by the project at the three study intersections adjacent to the 700 Innes property to the sum of eastbound and westbound through traffic without the project. Since the impact would occur during both the weekday a.m. and p.m. peak periods, the higher of the ratios for each individual peak period was conservatively selected to determine the fair-share contribution. This fair-share contribution would be 38 percent for the proposed project and 50 percent for the variant.</p> <p>Responsibility among the project sponsors for the four properties would then be further subdivided based on the relative proportion of vehicle-trips generated by each of the four properties. In this case, 1 percent of the vehicle-trips would be generated by the India Basin Shoreline Park property, 0 percent would be generated by the 900 Innes property, 1 percent would be generated by the India Basin Open Space property, and 98 percent would be generated by the 700 Innes property.</p>	SFMTA	The project sponsors shall fund, and the SFMTA shall implement, this measure prior to the time the proposed project or variant would result in an increase in transit travel time to 18 minutes, 14 seconds during the weekday a.m. peak hour or 18 minutes, 39 seconds during the weekday p.m. peak hour, whichever comes first.	SFMTA	The SFMTA shall monitor transit service and travel time along the corridor to assess when the threshold in M-C-TR-2 is met and the project sponsors shall pay their respective fair share amounts after invoicing by SFMTA.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Noise Mitigation Measures				
<p>Mitigation Measure M-NO-2a: Implement Noise Control Measures during Project Construction</p> <p>The project sponsor shall include in all construction contracts a requirement to implement the following noise control measures at all project site properties during construction:</p> <ul style="list-style-type: none"> • Power construction equipment shall be equipped with best available state-of-the-art noise-shielding and muffling devices. All equipment shall be properly maintained to prevent the generation of additional noise attributable to worn or improperly maintained parts. • Stationary-source construction equipment that may have a flexible location on-site (e.g., generators and compressors) shall be located to maintain the greatest feasible distance from sensitive land uses, and unnecessary idling of equipment shall be prohibited. • Where construction activities are to occur within 100 feet of a noise-sensitive receptor, either an existing off-site receptor or a future on-site receptor, a temporary noise barrier that will break the line of sight between the construction equipment and the sensitive receptor shall be placed to provide a minimum of 3-5 dBA noise reduction at the exterior of the noise-sensitive receptor. 	Project sponsors and construction contractors.	Prior to the issuance of building permits and on-going during construction.	Planning Department	Considered complete after Planning Department reviews all construction contracts with contractors to ensure compliance with this measure.
<p>Mitigation Measure M-NO-2b: Implement Noise Control Measures for Pile Driving</p> <p>The project sponsor shall include in all construction contracts a requirement to implement the following noise control measures for pile driving at all project site properties during construction:</p> <ul style="list-style-type: none"> • When pile driving is to occur within 600 feet of a noise-sensitive receptor (e.g., residential use), alternative quiet-pile driving techniques (i.e., non-impact type) shall be applied in lieu of conventional impact pile driving where feasible (based on soil/strata and other conditions as reviewed by and approved by the project engineer). Alternative quiet-pile driving techniques shall include but are not limited to methods such as screw, auger cast-in-place, or drilled-displacement. At the noise-sensitive receptor, noise from non-impact type pile-driving methodology shall not exceed an hourly L_{eq} equal to the applicable ambient + 10 dBA standard. • When applied within 600 feet of a noise-sensitive receptor (e.g., residential use), impact-type pile driving equipment shall be properly fitted with an intake and exhaust muffler and a sound-attenuating shroud, as specified by 	Project sponsors and construction contractors.	Prior to the issuance of building permits and on-going during construction.	Planning Department	Considered complete after Planning Department reviews all construction contracts with contractors to ensure compliance with this measure.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>the manufacturer. The net effect of these noise control and sound-attenuating measures, which can also include a temporary sound barrier, shall provide sufficient noise reduction, relative to a non-shrouded operating impact pile-driving process, so that hourly L_{eq} noise from the pile-driving equipment at the noise-sensitive receptor does not exceed the applicable ambient + 10 dBA standard.</p>				
<p>Mitigation Measure M-NO-3: Design Future Noise-Generating Uses near Residential Uses to Minimize the Potential for Noise Conflicts</p> <p>Future noise-generating land uses shall be designed to minimize the potential for sleep disturbance at any future nearby residential uses (700 Innes) or existing nearby offsite residential receptors. Design approaches such as the following could be incorporated into future development plans for future noise-generating land uses to minimize the potential for noise conflicts from such uses with on-site sensitive receptors.</p> <ul style="list-style-type: none"> • Design of Future Noise-Generating Uses. To reduce potential conflicts between sensitive receptors and new noise-generating land uses located adjacent or nearby to these receptors, exterior facilities such as loading areas/docks, trash enclosures, and surface parking lots shall be located on the sides of buildings facing away from existing or planned sensitive receptors (residences). If this is not feasible, these types of facilities shall be enclosed or equipped with appropriate noise shielding. • Stationary Equipment Noise Controls. Noise attenuation measures shall be incorporated into all stationary equipment (including HVAC equipment, and emergency generators if present) installed on all buildings that include such stationary equipment. These noise attenuation measures shall be incorporated as necessary to meet noise limits specified in Section 2909 of the Police Code. Interior noise limits shall be met under both existing and future noise conditions, accounting for foreseeable changes in noise conditions in the future (i.e., changes in on-site building configurations). Noise attenuation measures can include providing sound enclosures/barriers, adding roof parapets to block noise, increasing setback distances from sensitive receptors, providing louvered vent openings, locating vent openings away from adjacent commercial uses, and restricting generator testing to the daytime hours. 	<p>Project sponsors and construction contractor.</p>	<p>Prior to the issuance of a building permit for each commercial/office building.</p>	<p>Planning Department</p>	<p>Considered complete after submittal and approval of construction plans by the Planning Department.</p>

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>Mitigation Measure M-NO-6: Implement Vibration Mitigation Measure for Pile Driving</p> <p>The project sponsor shall implement the following vibration control measure for pile driving during project construction:</p> <ul style="list-style-type: none"> • When pile driving is to occur within 150 feet of a noise-sensitive receptor (e.g., residential use), alternative low-vibration driving techniques (i.e., non-impact type) shall be applied in lieu of conventional impact pile driving where feasible, based on soil/strata and other conditions as reviewed by and approved by the project engineer. Alternative pile driving techniques shall include but are not limited to methods such as screw, auger cast-in-place, or drilled displacement. • If the receiving land use is a historic structure, the project sponsor shall implement vibration monitoring during the vibration-causing process and/or equipment to ensure that measured levels (e.g., vibration velocity) at the receptor are compliant with the 0.12 in/sec peak particle velocity (PPV) standard. If measured vibration levels are found to exceed this standard, the process shall be suspended to assess the occurrence of damage and implement vibration isolation enhancements (e.g., trenches, shoring, etc.) as deemed necessary to enable compliant vibration levels upon resumption of activity. If damage to a building(s) occurs, the building(s) shall be remediated to its pre-construction condition at the conclusion of ground-disturbing activity. 	<p>Project sponsors/ project engineer/ construction contractor, and Planning Department.</p>	<p>Prior to pile-driving activities on the 900 Innes property, India Basin Open Space, and 700 Innes properties.</p>	<p>Planning Department</p>	<p>Considered complete after the completion of all pile-driving activities.</p>

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Air Quality Mitigation Measures				
<p>Mitigation Measure M-AQ-1a: Minimize Off-Road Construction Equipment Emissions</p> <p>The project sponsors shall comply with the following requirements:</p> <p>A. Construction Emissions Minimization Plan. Before a construction permit is issued for each project phase or property, as applicable, the project sponsors shall submit construction emissions minimization plans to the Environmental Review Officer (ERO) or the ERO's designated representative for review and approval. The construction emissions minimization plans shall detail compliance with the following requirements:</p> <p>(1) All off-road equipment greater than 25 hp and operating for more than 20 total hours over the entire duration of construction activities shall meet the following requirements:</p> <p>a) Where access to alternative sources of power is reasonably available, portable diesel engines shall be prohibited.</p> <p>b) Where portable diesel engines are required because alternative sources of power are not reasonably available, all off-road equipment shall have engines that meet either EPA or ARB Tier 4 Final off-road emission standards. If engines that comply with Tier 4 Final off-road emission standards are not commercially available, then the project sponsor shall provide the next cleanest piece of off-road equipment as provided by the step-down schedules in Table M-AQ-1a-1.</p> <p>i. For purposes of this mitigation measure, "commercially available" shall mean the availability of Tier 4 Final engines taking into consideration factors such as (i) critical-path timing of construction; (ii) geographic proximity to the project site of equipment; and (iii) geographic proximity of access to off-haul deposit sites.</p> <p>ii. The project sponsor shall maintain records concerning its efforts to comply with this requirement.</p>	Project sponsors and ERO or ERO's designated representative.	The construction emissions minimization plan shall be submitted and approved before a construction permit is issued for each project phase or property.	The Planning Department, ERO, or the ERO's designated representative for review and approval.	Considered complete after review and approval of Construction Emissions Minimization Plan, ongoing review and approval of quarterly reports, review and approval of a final report.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
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**TABLE M-AQ-1a-1
OFF-ROAD EQUIPMENT COMPLIANCE STEP-DOWN SCHEDULE**

<i>Compliance Alternative</i>	<i>Engine Emissions Standard</i>	<i>Emissions Control</i>
1	Tier 4 Interim	N/A
2	Tier 3	ARB Level 3 VDECS
3	Tier 2	ARB Level 3 VDECS

How to use the table: If the requirements of (A)(1)(b) cannot be met, then the project sponsor would need to meet Compliance Alternative 1. Should the project sponsor not be able to supply off-road equipment meeting Compliance Alternative 1, then Compliance Alternative 2 would need to be met. Should the project sponsor not be able to supply off-road equipment meeting Compliance Alternative 2, then Compliance Alternative 3 would need to be met, etc.

- (2) The project sponsor shall require in its construction contracts that the idling time for off-road and on-road equipment be limited to no more than 2 minutes, except as provided in exceptions to the applicable State regulations regarding idling for off-road and on-road equipment. Legible and visible signs shall be posted in multiple languages (English, Spanish, and Chinese) in designated queuing areas and at the construction site to remind operators of the 2-minute idling limit.
- (3) The project sponsor shall require that construction operators properly maintain and tune equipment in accordance with manufacturer specifications.
- (4) The construction emissions minimization plan shall include estimates of the construction timeline by phase with a description of each piece of off-road equipment required for every construction phase. Off-road equipment descriptions and information may include but are not

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>limited to equipment type, equipment manufacturer, equipment identification number, engine model year, engine certification (Tier rating), horsepower, engine serial number, and expected fuel usage and hours of operation. For VDECS installed: technology type, serial number, make, model, manufacturer, ARB verification number level, and installation date and hour meter reading on installation date. For off-road equipment using alternative fuels, reporting shall indicate the type of alternative fuel being used.</p>				
<p>(5) The project sponsor shall keep the construction emissions minimization plan available for public review on-site during working hours. The project sponsor shall post at the perimeter of the project site a legible and visible sign summarizing the requirements of the plan. The sign shall also state that the public may ask to inspect the construction emissions minimization plan at any time during working hours, and shall explain how to request inspection of the plan. Signs shall be posted on all sides of the construction site that face a public right-of-way. The project sponsor shall provide copies of the construction emissions minimization plan to members of the public as requested.</p>				
<p>B. Reporting. Quarterly reports shall be submitted to the ERO or the ERO's designated representative indicating the construction phase and off-road equipment information used during each phase, including the information required in A(4).</p>				
<p>(1) Within 6 months of the completion of construction activities, the project sponsor shall submit to the ERO or the ERO's designated representative a final report summarizing construction activities. The final report shall indicate the start and end dates and duration of each construction phase. For each phase, the report shall include detailed information required in A(4).</p>				
<p>C. Certification Statement and On-site Requirements. Before the start of construction activities, the project sponsor must certify that it is in compliance with the construction emissions minimization plan, and that all applicable requirements of the plan have been incorporated into contract specifications.</p>				

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>Mitigation Measure M-AQ-1b: Minimize On-Road Construction Equipment Emissions</p> <p>The project sponsors shall include in all construction contracts a requirement for construction contractors to implement the following measures to reduce construction haul truck emissions, to the extent commercially available (taking into consideration such factors as critical-path timing and geographic proximity).</p> <p>A. Engine Requirements</p> <p>1) All on-road heavy-duty diesel trucks with a gross vehicle weight rating of 19,500 pounds or greater used in connection with the project site (such as haul trucks, water trucks, dump trucks, and concrete trucks) shall be model year 2010 or newer, where feasible in light of commercial availability.</p> <p>B. Construction Emissions Minimization Plan. As part of the construction emissions minimization plan identified above in Mitigation Measure M-AQ-1a, Section A, the construction contract shall state, in reasonable detail, how the contractor shall meet the requirements of Section A.</p> <p>1) The construction emissions minimization plan shall include the model year of the heavy-duty trucks with a gross vehicle weight rating of 19,500 pounds or greater and estimates of the expected fuel usage (or miles traveled or hours of operation, as relevant) for the on-road haul truck fleet. For on-road trucks using alternative fuels, the description shall also specify the type of alternative fuel being used.</p> <p>2) See Mitigation Measure M-AQ-1a, Section A, Part 5.</p> <p>C. Reporting. See Mitigation Measure M-AQ-1a, Section B.</p> <p>D. Monitoring. See Mitigation Measure M-AQ-1a, Section C.</p>	<p>Project sponsors, construction contractors, and ERO or ERO's designated representative.</p>	<p>Prior to the issuance of building permits and on-going during construction.</p>	<p>Planning Department.</p>	<p>Considered complete after review and approval of Construction Emissions Minimization Plan, ongoing review and approval of quarterly reports, review and approval of a final report.</p>

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>Mitigation Measure M-AQ-1c: Utilize Best Available Control Technology for In-Water Construction Equipment</p> <p>The project sponsors shall include in construction contracts a requirement to implement the following measures to reduce emissions from in-water equipment:</p> <p>A. Engine Requirements</p> <ol style="list-style-type: none"> 1) The construction barge shall have engines that meet or exceed EPA marine engine Tier 3 emissions standards, if commercially available (taking into consideration such factors such as critical-path timing and geographic proximity). 2) The project sponsors shall also ensure that the construction work boat engines shall be model year 2005 or newer or meet NO_x and PM emissions standards for that model year, if commercially available (taking into consideration such factors such as critical-path timing and geographic proximity). <p>B. Construction Emissions Minimization Plan. As part of the construction emissions minimization plan identified above under Mitigation Measure M-AQ-1a, Section A, the contractor shall state, in reasonable detail, how the contractor shall meet the requirements of Section A.</p> <ol style="list-style-type: none"> 1) The construction emissions minimization plan shall include estimates of the construction timeline by phase, with a description of how each piece of in-water equipment (e.g., barge engines, work boats) required for every construction phase will comply with the engine requirements stated above. The plan shall also include expected fuel usage and hours of operation for in-water equipment. For in-water equipment using alternative fuels, the description shall also specify the type of alternative fuel being used. 2) See Mitigation Measure M-AQ-1a, Section A, Part 5. <p>C. Reporting. See Mitigation Measure M-AQ-1a, Section B.</p> <p>D. Monitoring. See Mitigation Measure M-AQ-1a, Section C.</p>	Project sponsors, construction contractors, and ERO or ERO's designated representative.	Prior to the issuance of building permits and on-going during construction.	Planning Department.	Considered complete after review and approval of Construction Emissions Minimization Plan, ongoing review and approval of quarterly reports, review and approval of a final report.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>Mitigation Measure M-AQ-1d: Offset Emissions for Construction and Operational Ozone Precursor (NO_x and ROG) Emissions</p> <p>Before the first construction permit is issued, the project sponsors, with oversight of the ERO or the ERO's designated representative, shall implement one of the following measures:</p> <p>(1) Directly fund or implement specific emissions offset project(s) within the SFBAAB to achieve the one-time reduction of 6 tons of ozone precursor emissions. This amount is intended to offset the maximum emissions year during construction or operations (or overlapping construction and operations) that would exceed the 10 tons per year thresholds for each NO_x and ROG, which would occur during operations of the fully built project. Specifically, the worst-case mitigated operational emissions are associated with the variant and are estimated at 11.96 tons per year of ROG emissions and 14 tons per year of NO_x emissions, which would exceed the 10-ton NO_x and ROG annual thresholds by 1.96 tons and 4 tons, respectively. Thus, the combined ozone precursor emissions (NO_x and ROG) would exceed the annual 10-ton threshold in total by 5.96 tons and requires an offset of 6 tons of NO_x and ROG emissions. To qualify under this mitigation measure, the specific offset project(s) shall result in 6 tons of NO_x and ROG emissions reductions within the SFBAAB that would not otherwise be achieved through compliance with existing regulatory requirements. Preferred offset project(s) are implemented locally within the City and County of San Francisco. Before implementation of the offset project(s), the project sponsors shall obtain the ERO's approval of the offset project(s) by providing documentation of the associated estimated reduction amount of NO_x and ROG emissions (in tons per year) within the SFBAAB. The project sponsors shall also notify the ERO within 6 months of completion of the offset project(s) for verification.</p> <p>or</p> <p>(2) Pay a one-time mitigation emissions offset fee to the BAAQMD Bay Area Clean Air Foundation to fund BAAQMD's reduction effort in the SFBAAB of 6 tons of ozone precursor emissions. Specifically, the worst-case mitigation offset fee is associated with the variant offset amount of 6 annual tons of combined NO_x and ROG emissions and will be at a cost per ton consistent with Appendix G of the Carl Moyer grant guidelines in effect at the date of the first construction permit issuance. This fee is currently estimated to be \$30,000 per weighted ton per year of ozone precursor emissions (plus a 5 percent administrative fee). The mitigation offset fee shall fund one or more emissions reduction projects within the SFBAAB.</p>	Project sponsors and the ERO or the ERO's designated representative.	Prior to the issuance of the first construction permit.	Planning Department, ERO, or the ERO's designated representative.	Considered complete once the project sponsors notify the ERO within 6 months of completion of the offset project(s) for verification, or after the project sponsors provide documentation of offset fee payment to the ERO.

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<p>This one-time fee is intended to fund reduction project(s) for purposes of offsetting the estimated annual tonnage of combined construction and operational emissions under the variant buildout scenario, which is conservatively assumed to occur in 2022. The project sponsors shall also provide documentation of offset fee payment to the ERO.</p>	<p>Acceptance of this fee by BAAQMD shall serve as acknowledgment and a commitment by BAAQMD to one or more emissions reduction project(s) within one year of receipt of the mitigation fee to achieve the emissions reduction objectives specified above. BAAQMD shall provide documentation to the ERO and to the project sponsors describing the emission reduction project(s) funded by the mitigation fee, including the amount of emissions of ROG and NO_x reduced (in tons per year) within the SFBAAB from the emissions reduction project(s). If any portion of the mitigation offset fee remains unspent after implementation of the emission reduction project(s), the project sponsors shall be entitled to a refund in that amount from BAAQMD. To qualify under this mitigation measure, the specific emissions reduction project(s) shall result in emission reductions within the SFBAAB that would not otherwise be achieved through compliance with existing regulatory requirements.</p>	<p>If the project sponsors commit to the land use assumptions consistent with the proposed project (rather than with the variant) for the term of the development agreement, the one-time reduction of 6 tons of ozone precursor emissions listed above under (1) and (2) shall be reduced to a one-time reduction of 3 tons of ozone precursor emissions. This 3 tons reduction amount is intended to offset the maximum emissions year conservatively assumed to occur during the second year of proposed project construction in 2019. Specifically, the mitigated construction related NO_x emissions for the proposed project are estimated at 12.60 tons, which would exceed the 10-tons threshold by 2.6 tons and require an offset of 3 tons of NO_x.</p>		

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>Mitigation Measure M-AQ-1e: Implement Best Available Control Technology for Operational Diesel Generators</p> <p>To reduce operational NO_x and PM emissions under the proposed project or variant, the project sponsors, as applicable, shall require in applicable contracts that the operational backup diesel generators:</p> <ol style="list-style-type: none"> (1) comply with ARB Airborne Toxic Control Measure emissions standards for model year 2008 or newer engines; and (2) meet or exceed one of the following emission standards for particulate matter: (A) Tier 4 final certified engine or (B) Tier 4 interim or Tier 3 certified engine that is equipped with an ARB Level 3 VDECS. A nonverified diesel emissions control strategy may be used if the filter has the same PM reduction as the identical ARB-verified model and BAAQMD approves of its use. <p>The project sponsors, as applicable, shall submit documentation of compliance with the BAAQMD NSR permitting process (Regulation 2, Rule 2, and Regulation 2, Rule 5) and the emissions standard requirement of this measure to the Planning Department for review and approval before a permit for a backup diesel generator is issued by any City agency.</p> <p>Once operational, all diesel backup generators shall be maintained in good working order for the life of the equipment and any future replacement of the diesel backup generators shall be required to be consistent with these emissions specifications. The operator of the facility at which the generator is located shall maintain records of the testing schedule for each diesel backup generator for the life of that diesel backup generator. The facility operator shall provide this information for review to the Planning Department within 3 months of a request for such information.</p>	Project sponsor and construction contractor.	Prior to issuance of a permit for each backup diesel generator.	Project sponsor shall submit documentation of compliance to the Planning Department for review and approval within 3 months of a request for such information.	Considered complete upon review and approval of documentation by Planning Department staff.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>Mitigation Measure M-AQ-1f: Prepare and Implement Transportation Demand Management</p> <p>To reduce operational mobile source emissions, the project sponsors shall prepare and implement a transportation demand management (TDM) plan. The TDM plan shall have a goal of reducing estimated aggregate daily one-way vehicle trips associated with the 700 Innes and India Basin Open Space properties by at least 15 percent compared to the aggregate daily one-way vehicle trips identified in the project-related Transportation Impact Study dated July 2017 and the Supplement to the Transportation Impact Study, dated April 27, 2018, (together, the “Final Transportation Impact Study”) and included in EIR Appendix D as calculated before the imposition of TDM measures.</p> <p>To ensure that this reduction goal could be reasonably achieved, the project sponsors shall have a TDM plan with a goal of reducing the daily one-way vehicle trips to and from the project site by 15 percent for all buildings that have received a certificate of occupancy and that are at least 75 percent occupied, relative to the aggregate daily one-way vehicle trips anticipated for those buildings based on the trip generation rates contained within the Final Transportation Impact Study as calculated before the imposition of TDM measure.</p> <p>The calculations shall use the baseline scenario trip generation rates contained in the Final Transportation Impact Study until the point at which SFMTA provides 1,000 passenger capacity per weekday PM peak hour along Innes Avenue, at which point the calculations shall use the Cumulative scenario trip rates in the Final Transportation Impact Study. There shall be a transportation management association that would be responsible for the administration, monitoring, and adjustment of the TDM plan. The project sponsors shall be responsible for monitoring implementation of the TDM plan and proposing adjustments to the plan if its goal is not being achieved, in accordance with the following provisions. The TDM plan may include but is not limited to the types of measures summarized below by way of example. Actual TDM measures selected should include those from the City’s adopted TDM Program Standards, which describe the scope and applicability of candidate measures in detail and include:</p> <ul style="list-style-type: none"> • Active Transportation: Streetscape improvements to encourage walking, secure bicycle parking, shower and locker facilities for cyclists, subsidized bikeshare memberships for project occupants, bicycle repair and maintenance services, and other bicycle-related services. 	<p>Project sponsors of 700 Innes and India Basin Open Space properties and transportation consultant to prepare the TDM Plan, which will be implemented by the TDM Coordinator and building management and will be binding on all development parcels within 700 Innes and India Basin Open Space properties.</p>	<p>TDM Coordinator and/or project sponsors to prepare TDM Plan and submit to Planning Department and SFMTA staff prior to approval of the site permit application for first building.</p> <p>The TDM plan shall have been approved by the Planning Department before site permit application for the first building, and the plan shall be implemented for each new building upon the issuance of the certificate of occupancy for that building.</p> <p>The TDM plan shall remain a component of the proposed project and variant to be implemented for the duration of the proposed project or variant.</p>	<p>TDM Coordinator to submit the TDM Plan to Planning Department And SFMTA staff for review and approval.</p> <p>Transportation Coordinator to submit monitoring report per reporting periods to Planning Department staff and implement TDM Plan Adjustments (if required).</p>	<p>The TDM Plan is required for the duration of the proposed project or variant.</p> <p>Monitoring reports would be on-going during project buildout, or until eight consecutive reporting periods show that the fully-built project has met its reduction goals. If after eight reporting periods the sponsor achieves TDM Plan reduction goal, the eighth monitoring report can be deemed the final TDM Plan report. However, if the TDM Plan reductions cannot be met, the project sponsors can elect to pay an additional offset fee. Specifically, in addition to paying the emission offset fees set forth in Mitigation Measure M-AQ-1d, the project sponsors may pay an additional offset fee in accordance with Mitigation Measure M-AQ-1d. This additional offset fee would be the amount required to address both the shortfall in reduction during the previously monitored years and the anticipated shortfall in the remaining expected years of project operations.</p>

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<ul style="list-style-type: none"> • Car-Share: Car-share parking spaces and subsidized memberships for project occupants. • Delivery: Amenities and services to support delivery of goods to project occupants. • Family-Oriented Measures: On-site childcare and other amenities to support the use of sustainable transportation modes by families. • High-Occupancy Vehicles: Carpooling/vanpooling incentives and shuttle bus service. • Information and Communications: Multimodal wayfinding signage, transportation information displays, and tailored transportation marketing services. • Land Use: On-site affordable housing and healthy food retail services in underserved areas. • Parking: Unbundled parking, short-term daily parking, parking cash-out offers, and reduced off-street parking supply. 				
<p>The TDM plan shall describe each measure, including the degree of implementation (e.g., how long will it be in place, how many tenants or visitors it will benefit, on which locations within the site it will be placed) and the population that each measure is intended to serve (e.g., residential tenants, retail visitors, employees of tenants, visitors). The TDM plan shall commit to monitoring of vehicle trips to and from the project site to determine the plan's effectiveness, as described in "TDM Plan Monitoring and Reporting" below. The TDM plan shall have been approved by the Planning Department before site permit application for the first building, and the plan shall be implemented for each new building upon the issuance of the certificate of occupancy for that building.</p>				
<p>The TDM plan shall be submitted to the Planning Department for approval to ensure that components of the plan intended to meet the reduction target are shown in the plan and/or ready to be implemented upon the issuance of each certificate of occupancy.</p>				
<p>The TDM plan shall remain a component of the proposed project and variant to be implemented for the duration of the proposed project or variant.</p>				
<p>TDM Plan Monitoring and Reporting: The TDM Coordinator shall collect data, prepare monitoring reports, and submit them to the Planning Department. To ensure that the goal of reducing by at least 15 percent the aggregate daily one-way vehicle trips is reasonably achievable, the project sponsor shall</p>				

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<p>monitor daily one-way vehicle trips for all buildings that have received a certificate of occupancy and that are at least 75 percent occupied, and shall compare these vehicle trips to the aggregate daily one-way vehicle trips anticipated for those buildings based on the trip generation rates contained within the project’s Final Transportation Impact Study.</p> <p>Timing. The TDM Coordinator shall collect monitoring data and shall begin submitting monitoring reports to the Planning Department 18 months after issuance of the first certificate of occupancy for buildings that are at least 75 percent occupied on the 700 Innes property that include off-street parking or the establishment of surface parking lots or garages. Thereafter, annual monitoring reports shall be submitted (referred to as “reporting periods”) until five consecutive reporting periods show that the fully built project has met the reduction goal. From that point on, monitoring data shall be submitted to the Planning Department once every three years. Each trip count and survey (see below for description) shall be completed within 30 days after the end of the applicable reporting period. Each monitoring report shall be completed within 90 days after the applicable reporting period. The timing of monitoring reports shall be modified so that a new monitoring report is submitted 12 months after adjustments are made to the TDM plan to meet the reduction goal, as may be required under the “TDM Plan Adjustments” heading, below. In addition, the Planning Department may modify the timing of monitoring reports as needed to consolidate this requirement with other monitoring and/or reporting requirements for the proposed project or variant, such as annual reporting under the proposed project’s or variant’s development agreement.</p> <p>Term. The project sponsors shall monitor, submit monitoring reports, and make plan adjustments until the earlier of: (i) the expiration of the development agreement, or (ii) the date the Planning Department determines that the reduction goal has been met for up to eight consecutive reporting periods.</p> <p>Components: The monitoring and reporting, including trip counts, surveys and travel demand information, shall include the following components or comparable alternative methodology and components, as approved, accepted or provided by Planning Department staff:</p> <p>(1) Trip Count and Intercept Survey: Provide a site-wide trip count and intercept survey of persons and vehicles arriving and leaving the project site for no less than two days during the reporting period between 6:00 a.m. and 8:00 p.m. One day shall be a Tuesday, Wednesday, or Thursday on which San Francisco public schools are in session during one week</p>				

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<p>without federally recognized holidays, and another day shall be a Tuesday, Wednesday, or Thursday on which San Francisco public schools are in session during another week without federally recognized holidays. The trip count and intercept survey shall be prepared by a qualified transportation or survey consultant, and the Planning Department shall approve the methodology prior to the Project Sponsors conducting the components of the trip count and intercept survey. The Planning Department anticipates it will have a standard trip count and intercept survey methodology developed and available to project sponsors at the time of data collection.</p> <p>(2) Travel Demand Information: The above trip count and survey information shall be able to provide the travel demand analysis characteristics (work and non-work trip counts, origins and destinations of trips to/from the project site, and modal split information), as outlined in the Planning Department's Transportation Impact Analysis Guidelines for Environmental Review, October 2002, or subsequent updates in effect at the time of the survey.</p> <p>(3) Documentation of Plan Implementation: The TDM coordinator shall work in conjunction with the Planning Department to develop a survey (online or paper) that can be reasonably completed by the TDM coordinator and/or Transportation Management Association (TMA) staff members to document implementation of TDM program elements and other basic information during the reporting period. The project sponsors shall include this survey in the monitoring report submitted to the Planning Department.</p> <p>(4) Assistance and Confidentiality: The Planning Department will assist the TDM coordinator with questions regarding the components of the monitoring report and will assist the TDM coordinator in determining ways to protect the identity of individual survey responders.</p> <p>TDM Plan Adjustments. The project sponsors shall adjust the TDM plan based on the monitoring results if three consecutive reporting periods demonstrate that measures in the TDM plan are not achieving the reduction goal. The TDM plan adjustments shall be made in consultation with Planning Department staff and may require refinements to existing measures (e.g., change to subsidies, increased bicycle parking), inclusion of new measures (e.g., a new technology), or removal of existing measures (e.g., measures shown to be ineffective or induce vehicle trips). If the Planning Department determines that the reduction goal has been met for eight consecutive reporting</p>				

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<p>periods, the TDM Plan in place at the time of the eighth consecutive successful reporting period shall be considered the final TDM Plan.</p> <p>If the monitoring results from three consecutive reporting periods demonstrate that measures in the TDM plan are not achieving the reduction goal, the TDM plan adjustments shall occur within 270 days after the last consecutive reporting period. The TDM plan adjustments shall occur until the monitoring results of three consecutive reporting periods demonstrate that the reduction goal is achieved.</p> <p>If after implementing TDM plan adjustments, the project sponsors have not met the reduction goal for up to eight consecutive reporting periods, as determined by the Planning Department, then the project sponsors may, at any time thereafter, elect to use another means to address the shortfall in meeting the TDM plan reduction target. Specifically, in addition to paying the emission offset fees set forth in Mitigation Measure M-AQ-1d, the project sponsors may pay an additional offset fee in accordance with Mitigation Measure M-AQ-1d. This additional offset fee would be the amount required to address both the shortfall in reduction during the previously monitored years and the anticipated shortfall in the remaining expected years of project operations. The anticipated shortfall shall be based on the shortfall that occurred in the most recently monitored year. Calculations of emissions to be offset shall be based on the total amount of emissions anticipated to be reduced by achieving the 15 percent TDM goal, adjusted for the actual percentage of aggregate daily one-way vehicle trip reduction achieved in the most recently monitored year. After paying this additional offset fee, the project sponsors shall continue to monitor, report and adjust their TDM Plan in accordance to this Mitigation Measure M-AQ-1f, to ensure that the shortfall from the reduction goal does not increase significantly over time for the duration of the term defined herein. At the end of that term, the project sponsors' monitoring, reporting, and adjusting obligations of MM-AQ-1f shall terminate, but the project sponsors shall continue to implement the final TDM Plan for the life of the project. The final TDM Plan shall be either a) the TDM Plan that met the reduction goal for eight consecutive reporting periods; or b) if the project sponsors have paid an additional offset fee, the TDM plan that achieved the highest reduction goal for any reporting period.</p>				

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Wind Mitigation Measures				
<p>Mitigation Measure M-WI-1a: Wind Impact Analysis and Mitigation for Buildings 100 Feet or Greater in Height During Partial Buildout</p> <p>With the goal of preventing a net increase in hazardous wind hours beyond those identified by prior wind tunnel testing conducted for this EIR during project construction, prior to obtaining a building permit for any project or variant building within the project site proposed to be at least 100 feet in height, the project sponsors shall undertake or cause their construction contractor(s) to undertake a wind impact analysis for such proposed building.</p> <p>a. The wind impact analysis shall be conducted by a qualified wind consultant approved by the Planning Department’s Environmental Review Officer (ERO). The wind consultant shall review the proposed building design taking into account the building design and feasible mitigation required by Mitigation M-WI-1c. The wind consultant shall provide a qualitative analysis of whether the building could result in a net increase in hazardous wind hours under partial build-out conditions that are beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR. The analysis shall compare the exposure, massing, and orientation of the proposed building to the same building in the representative massing models for the proposed project or variant. The comparison shall also analyze the potential wind impacts of the proposed building relative to existing conditions, those identified in the discussion of operational wind hazards, and to the City’s wind hazard criterion. The existing conditions in this analysis shall be considered to include any existing buildings at the site, the as-built designs of all previously completed structures, and the then-current designs of approved but as-yet-unbuilt structures that would be completed by the time of occupancy of the subject building.</p> <p>b. If the qualified wind consultant determines that the building could result in a net increase in hazardous wind hours under partial build-out conditions that are beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR, but in the consultant’s professional judgment, temporary measures would reduce such impact, the consultant shall notify the ERO and the building applicant. The consultant’s professional judgment may be informed by the use of “desktop” analytical tools, such as computer tools relying on results of prior wind tunnel testing for the proposed project and other projects (i.e., “desktop” analysis does not include new wind tunnel testing). The analysis shall include consideration</p>	Project sponsors, construction contractor, wind consultant, and Planning Department.	Prior to permit issuance for a building permit for any building within the project site at least 100 feet tall.	Planning Department, project sponsors, and wind consultant.	Considered complete when the wind consultant demonstrates to the satisfaction of the ERO that the modified design, taking into account any temporary measures, would not create a net increase in hazardous wind hours under partial build-out conditions that are beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR and in subsequent wind analysis required by mitigation measure M-WI-1a. If the qualified wind consultant is unable to demonstrate that wind mitigation measures would reduce wind hazard impacts to less-than-significant levels after wind tunnel testing or an equivalent method of quantitative evaluation, the building applicant shall provide a Wind Safety Plan to the Planning Department for review and approval by the ERO, and this mitigation measure shall be considered complete upon the Planning Department and ERO’s review and approval of the Wind Safety Plan.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>of wind location, duration, and speed of wind. The building applicant shall propose temporary measures to reduce wind hazards under partial build-out conditions to the extent feasible. Such temporary measures include but are not limited to the following measures:</p> <ul style="list-style-type: none"> • At building corners, introduce hard landscaping such as localized porous/solid screens, soft landscaping such as localized trees, or hedge plantings. • Install semi-permanent windscreens or temporary landscaping features (such as shrubs in large planters) that provide some wind sheltering and also direct pedestrian and bicycle traffic around hazardous areas. • Introduce solid/porous screens and soft landscaping to create localized pockets suitable for use as recreational space or for lengthy use as outdoor seating. • Introduce temporary canopies and cabanas at outdoor seating areas. <p>The wind consultant shall then reevaluate the building design(s) taking into account the temporary measures. If the wind consultant demonstrates to the satisfaction of the ERO that the modified design, taking into account any temporary measures, would not create a net increase in hazardous wind hours under partial build-out conditions that are beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR and in subsequent wind analysis required by this mitigation measure, no further review would be required.</p> <p>c. If the qualified wind consultant is unable to demonstrate that temporary measures would reduce wind hazard impacts under partial build-out conditions to less-than-significant levels, then wind tunnel testing or an equivalent method of quantitative evaluation shall be required. The proposed building shall be wind tunnel tested using a model that represents the proposed building in the context of existing partial build-out conditions. The testing shall include test points deemed appropriate by the consultant and agreed upon by the Planning Department to determine the wind performance of the building, such as building entrances and sidewalks. If the wind tunnel testing determines that the building's design, including temporary measures, would increase the hours of wind hazard or the extent of area subject to hazardous winds under partial build-out conditions beyond those identified for full build-out conditions by prior wind testing conducted for this EIR, the wind consultant shall notify the Planning Department and the building applicant. The building applicant shall propose feasible mitigation strategies including any of the above measures to reduce</p>				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>wind hazards. If the wind consultant demonstrates to the satisfaction of the ERO that the modified design would not create a net increase in hazardous wind hours or locations under partial build-out conditions beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR, no further review would be required.</p> <p>d. If the qualified wind consultant is unable to demonstrate that wind mitigation measures would reduce wind hazard impacts to less-than-significant levels after wind tunnel testing or an equivalent method of quantitative evaluation, the building applicant shall provide a Wind Safety Plan to the Planning Department and the ERO. The Wind Safety Plan shall include recommendations for site safety precautions for times when very strong winds occur on-site or may be expected, such as when high-wind watches or warnings are announced by the National Weather Service. Site safety precautions can include, but not be limited to any of the following:</p> <ul style="list-style-type: none"> • warning pedestrians and bicyclists of hazardous winds by placing weighted warning signs; and • identifying alternative pedestrian and bicycle routes that avoid areas likely to be exposed to hazardous winds. <p>The project sponsors shall ensure by conditions of approval for any construction activity, and the Planning Department shall ensure by conditions of approval for building permits and site permits, that the project sponsors and the subsequent building developer(s) cooperate to implement and maintain all measures and precautions identified by the wind consultant.</p>				
<p>Mitigation Measure M-WI-1b: Temporary Wind Reduction Measures during Construction</p> <p>For the active construction areas, the wind consultant may identify those construction sites that would be especially exposed to strong winds. The consultant may recommend construction site safety precautions for times when very strong winds occur on-site or may be expected, such as when high-wind watches or warnings are announced by the National Weather Service. The objective of these precautions shall be to minimize risks and prevent injuries to workers and the public from stacked materials, such as shingles and sheets of plywood, that can be picked up and carried by strong winds, and from temporary signage, siding or roofing, or light structures that could be detached and carried by the wind.</p> <p>As part of construction site safety planning, the project sponsors shall require, as a condition of contracts, that contractors consider all potential wind-related risks to the public from their construction activities, and shall develop a safety</p>	Project sponsors and construction contractor.	Wind safety plan would be prepared prior to issuance of grading, excavation, or demolition permits. The wind safety plan shall be in effect during construction activities and until the final certificate of occupancy is granted.	Planning Department.	Considered complete after the final certificate of occupancy for the last building is granted.

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<p>plan to address and control all such risks related to their work. The safety plan could include but not be limited to measures such as:</p> <ul style="list-style-type: none"> warning pedestrians and bicyclists of hazardous winds by placing weighted warning signs; identifying alternative pedestrian and bicycle routes that avoid areas likely to be exposed to hazardous winds; and installing semi-permanent windscreens or temporary landscaping features (such as shrubs in large planters) that provide some wind sheltering and also direct pedestrian and bicycle traffic around hazardous areas. 				
<p>Mitigation Measure M-WI-1c: Reduce Effects of Ground-Level Hazardous Winds through Ongoing Review</p> <p>In order to mitigate to the extent feasible new wind hazards created with full build-out under the proposed project or variant identified by prior wind testing, a wind impact analysis by a qualified wind consultant shall be required prior to building permit issuance for any building more than 100 feet tall. The purpose of this supplemental wind impact analysis would be to prevent the total duration of wind hazard exceedances across the project site from exceeding the total duration of wind hazard exceedances under full build-out conditions with the proposed project or variant determined in the Wind Tunnel Report, included in EIR Appendix H, based on the prior wind tunnel testing undertaken by BMT Fluid Mechanics (BMT). Based on the Wind Tunnel Report, the total number of wind hazard exceedance hours shall not exceed 767 hours.</p> <ul style="list-style-type: none"> The proposed building(s) shall be wind tunnel tested using a model that represents the current proposed building(s) defined as the building configurations assumed in the Wind Tunnel Report updated to reflect the design of any constructed buildings at the site and the as-built designs of all approved but yet unbuilt structures. The testing shall include the test points previously studied (see Table 3.9-1). If the wind tunnel testing determines that the building's design would increase the total duration of hazardous winds from the conditions identified in the Wind Tunnel Report, the wind consultant shall notify the Planning Department and the building applicant. The building applicant shall then propose feasible mitigation strategies, including any architectural features, to reduce the total duration of wind hazards. <ul style="list-style-type: none"> At building corners, introduce hard landscaping such as localized porous/solid screens, soft landscaping such as localized trees, or hedge plantings. 	<p>Project sponsors, construction contractor, wind consultant, and Planning Department.</p>	<p>Prior to permit issuance for a building permit for any building within the project site at least 100 feet tall.</p>	<p>Planning Department, project sponsors, and wind consultant.</p>	<p>Considered complete when the wind consultant demonstrates to the satisfaction of the ERO that the modified design would not exceed the total number of wind hazard exceedance hours (767 hours) identified in prior wind tunnel testing conducted for the proposed project in the EIR.</p>

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<ul style="list-style-type: none"> – Introduce canopies along building façades at the pedestrian level. – Introduce solid/porous screens and soft landscaping to create localized pockets suitable for use as recreational space or for lengthy use as outdoor seating. – Introduce parapets, canopies, and cabanas at outdoor seating areas. <p>If the wind consultant demonstrates to the satisfaction of the ERO that the modified design would not increase the total duration of hazardous winds identified in prior wind tunnel testing conducted for this EIR, no further design modifications would be required.</p> <ul style="list-style-type: none"> • If the wind consultant determines that even after the modifications of the design that the building(s) would result in greater than 767 wind hazard exceedance hours, the wind consultant shall work with the project sponsors, architect, and/or landscape architect to identify specific additional feasible measures that may include landscaping features and street furniture that would reduce the total duration of wind hazards to the extent feasible. The ability of the design alterations to reduce the wind hazard to the extent feasible shall be demonstrated by subsequent wind tunnel testing of the modified design and landscaping that compares the modified building design and landscaping to the wind hazard exceedance hours of 767 hours for the proposed project, no further review is required. 				

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Biological Resources Mitigation Measures				
<p>Mitigation Measure M-BI-1a: Prepare and Implement a Hydroacoustic Monitoring Program for Special-Status Fish and Marine Mammals</p> <p>Before the start of construction, the project sponsors shall prepare a hydroacoustic monitoring plan and obtain approval from NMFS. The plan shall be provided to NMFS for review and approval before construction.</p> <p>The plan shall provide details regarding the estimated underwater sound levels expected, sound attenuation methods, methods used to monitor and verify sound levels during pile-driving activities, and management practices to be taken to reduce pile-driving sound in the marine environment to below NMFS thresholds for injury to fish, as feasible, and below NMFS thresholds for marine mammals.</p> <p>The plan shall include but not be limited to the following measures for special-status fish:</p> <ul style="list-style-type: none"> • All steel pilings shall be installed with a vibratory pile driver to the deepest depth practicable. An impact pile driver may be used only where necessary to complete installation of the steel pilings, in accordance with seismic safety or other engineering criteria. • The smallest pile driver and minimum force necessary shall be used to complete the work. • The hammer shall be cushioned using a 12-inch-thick wood block during all impact hammer pile-driving operations to the extent feasible. • A bubble-curtain, air barrier, or similar technology shall be employed during all impact pile-driving activities. • A “soft start”¹ technique shall be employed upon initial pile-driving activities every day to allow fish an opportunity to vacate the area. • During impact pile driving, the contractor shall limit the number of strikes per day to the minimum necessary to complete the work. • No pile driving shall occur at night. • During impact pile driving, a qualified fish biologist shall monitor the project site for fish that exhibit signs of distress. If fish are observed rising to the surface, work shall be halted by the biologist, and the cumulative SEL up to 	Project sponsors, with direction from NMFS.	Prior to the start of pile driving in the Bay.	Project sponsors to prepare a hydroacoustic monitoring plan and obtain approval from NMFS.	Considered complete upon review and approval of the sound attenuation and monitoring plan by NMFS and after the conclusion of all in-water pile driving activities.

¹ Soft starts require an initial set of three strikes from the impact hammer at 40 percent energy, followed by a 1-minute waiting period between subsequent three-strike sets. Soft starts for vibratory hammers initiate noise at 15 seconds at reduced energy, followed by a 1-minute waiting period between subsequent starts. This process should continue for a period of no less than 20 minutes.

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<p>that point shall be examined. If the cumulative SEL is close to or exceeds the threshold, then pile-driving activities will cease until the next day.</p> <ul style="list-style-type: none"> All pile-driving and pile-removal activity shall be monitored by a NMFS-approved biological monitor before and during all pile driving. The biological monitor shall maintain a monitoring log of daily pile-driving activities, any field sound measurements, fish sightings, and implementation of soft-start and shutdown requirements. A monitoring report shall be prepared for submission to NMFS (submitted monthly and at the completion of all pile-driving/pile removal activities). The hydroacoustic monitoring program shall incorporate NMFS-recommended work windows to avoid impacts on special-status fish species that have the potential to occur at the project site during only certain portions of the year. This includes limiting work between December 1 and May 31 to avoid impacts on steelhead and green sturgeon, and monitoring for herring spawning events in the vicinity of the project site between December 1 and February 29. In the event that monitoring identifies a herring spawning event that could be affected by project-related construction activities, all in-water work shall be temporarily halted. In-water work shall not resume until a qualified biologist determines that no additional impact on spawning herring would occur. <p>The project sponsors shall coordinate with the NMFS Office of Protected Resources pursuant to the Marine Mammal Protection Act to develop an appropriate plan and monitoring program for potential effects to species during noise generating work. The plan shall include but not be limited to the following measures for marine mammals:</p> <ul style="list-style-type: none"> Zones of influence shall be based on the estimated NMFS injury threshold contours for the different marine mammals. These zones of influence may be modified, based on subsequent analysis of the actually proposed piles, equipment, and activity before construction, but only with the approval of NMFS. Hydroacoustic monitoring according to the hydroacoustic monitoring plan shall be completed during initial pile driving to verify projected isopleths for pile driving and removal. The plan shall require real-time hydroacoustic monitoring for a sufficient number of piles to determine and verify modeled noise isopleths. The safety zones established before construction may be modified, based on field measurements of different pile-driving activity, if the field measurements indicate different threshold contours than estimated 				

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<p>before construction, but only with the approval of NMFS.</p> <ul style="list-style-type: none"> • During pile-driving and pile-removal activity, a NMFS-approved marine mammal observer would monitor the work area for marine mammal presence. If a marine mammal is observed in or swimming into an unauthorized zone of influence, work would stop until the animal was observed, or determined to be, outside of the area of potential injury. • A “soft start”² technique shall be employed each day upon commencement of pile-driving activity, any time after pile-driving activity ceases for more than 1 hour, and any time after pile-driving activity shuts down because a marine mammal has entered a safety zone. • All pile-driving and pile-removal activity shall be monitored by an NMFS-approved biological monitor before and during all pile driving to inspect the work zone and adjacent Bay waters for marine mammals and implement the safety zone requirements described above. The biological monitor shall maintain a monitoring log of daily pile-driving activities; any field sound measurements; marine mammal sightings; and implementation of soft-start, shutdown, and safety-zone requirements. A monitoring report shall be prepared for submission to NMFS (submitted monthly and at the completion of all pile-driving/pile-removal activities). 				
<p>Mitigation Measure M-BI-1b: Implement Avoidance and Minimization Measures for Special-Status Species</p> <p>The project sponsors and the project construction contractor(s) they procure shall implement the following avoidance and minimization measures for special-status species:</p> <ul style="list-style-type: none"> • Implement a Worker Environmental Awareness Program (WEAP): An education program shall be developed and implemented by a qualified biologist and attended by all construction personnel performing demolition or ground-disturbing work before such work commences on-site. Upon completion of the program, employees shall sign a form stating that they attended the training session and understand all conservation and protection measures. All future construction personnel shall be required to attend the presentation (either an in-person presentation or a recording of the prior presentation) and sign the form before beginning work on the project site. The signed forms shall be kept on file for the duration of construction and 	Project sponsors, construction contractor, and qualified wildlife biologist.	Worker Environmental Awareness Program shall be developed and implemented prior to receiving a grading, demolition, or excavation permit. Other measures ongoing during construction.	Planning Department.	Considered complete after the conclusion of construction activities and after the Worker Environmental Awareness Program attendance forms are provided to the Planning Department.

² Soft starts require an initial set of three strikes from the impact hammer at 40 percent energy, followed by a 1-minute waiting period between subsequent three-strike sets. Soft starts for vibratory hammers will initiate noise at 15 seconds at reduced energy, followed by a 1-minute waiting period between subsequent starts. This process should continue for a period of no less than 15 minutes.

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<p>provided to the City and County of San Francisco upon request. The WEAP shall include but not be limited to education on:</p> <ul style="list-style-type: none"> (a) applicable State and federal laws, environmental regulations, project permit conditions, and penalties for noncompliance; (b) special-status plant and animal species with the potential to be encountered on or in the vicinity of the project site during construction; (c) avoidance measures and a protocol for encountering special-status species, including a communication chain; (d) preconstruction surveys and biological monitoring requirements associated with each phase of work and at specific locations within the project site (e.g., shoreline work), as biological resources and protection measures will vary depending on the location of work on the site, the time of year, and the type of construction activity; (e) known sensitive resource areas in the project vicinity that are to be avoided and/or protected, as well as approved project work areas, access roads, and staging areas; and (f) BMPs (e.g., straw wattles or spill kits) and their locations around the project site for erosion and species exclusion, in addition to general housekeeping requirements. <ul style="list-style-type: none"> • Avoid Attracting Predators: To eliminate attractions for predators, all food-related trash items such as wrappers, cans, bottles, and food scraps shall be disposed of in solid, closed containers (trash cans) and removed from the entire construction site at the end of each working day. • Avoid Entanglement: Tightly woven fiber netting or similar material shall be used at the project site for erosion control or other purposes to ensure that individuals are not trapped. This limitation shall be communicated to the contractor through use of special provisions included in the bid solicitation package. Plastic monofilament netting (erosion control matting) or similar material shall not be used at the project site because special-status species may become entangled or trapped in it. 				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>Mitigation Measure M-BI-1c: Prepare and Implement a Vegetation Restoration Plan and Compensatory Mitigation</p> <ul style="list-style-type: none"> To restore temporarily affected habitat, the project sponsors shall prepare and implement a vegetation restoration plan with detailed specifications for minimizing the introduction of invasive weeds and restoring all temporarily disturbed areas, and shall ensure that the contractor successfully implements the plan. The plan shall indicate the best time of year for seeding to occur. <p>To facilitate preparation of the plan, the project sponsors shall ensure that, before construction, a botanist (experienced in identifying sensitive plant species in the project area) performs additional preconstruction surveys of the areas to collect more detailed vegetation composition data, including species occurrence, vegetation characterization (e.g., tree diameter size), and percent cover of plant species. Photo documentation shall be used to show pre-project conditions.</p> <p>The minimum weed control and restoration measures and the success criteria to be included in the vegetation restoration plan are described below.</p> <p>Invasive Weed Control Measures</p> <p>Invasive weeds readily colonize soils that have been disturbed by grading or other mechanical disturbance. The project sponsors shall incorporate the following measures into the construction plans and specifications to prevent the spread of invasive weeds into nearby areas:</p> <ol style="list-style-type: none"> Construction equipment shall arrive at the project area free of soil, seed, and plant parts to reduce the likelihood of introducing new weed species. Any imported fill material, soil amendments, gravel, etc., required for construction and/or restoration activities that would be placed within the upper 12 inches of the ground surface shall be free of vegetation and plant material. Certified, weed-free, imported erosion-control materials (or rice straw in upland areas) shall be used exclusively, as applicable (this measure concerns biological material and does not preclude the use of silt fences and other measures). The environmental awareness training program for construction personnel shall include an orientation regarding the importance of preventing the spread of invasive weeds. To reduce the seed bank in weed-dominated ruderal areas, the 	<p>Project sponsors, qualified botanist (experienced in identifying sensitive plant species in the project area), and USFWS/CDFW, if necessary.</p>	<p>Ongoing during construction.</p>	<p>Planning Department to review and approve a vegetation restoration plan.</p>	<p>Considered complete after the vegetation restoration plan is reviewed and approved by the Planning Department, after permanently affected areas have been mitigated at a ratio of no less than 1:1, unless otherwise approved by USFWS and/or CDFW, and after a qualified biologist has monitored the re-vegetated areas for a period of 5 years, or as otherwise determined by the applicable resource agencies.</p>

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<p>contractor shall mow, disk, apply spot-applications of herbicide to weeds, and/or remove weeds, as appropriate (i.e., before seed set and dispersal) and before surface clearing and site preparation.</p> <p>(f) Before tracked and heavy construction equipment leaves the project area, any accumulation of plant debris, soil, and mud shall be washed off the equipment or otherwise removed on-site, and air filters shall be blown out.</p> <p>(g) No invasive species shall be used in any restoration seeding.</p> <p>(h) Implementation of these measures during construction and site restoration activities shall be verified and documented by a biological or environmental monitor.</p>				
Minimum Restoration Measures				
<p>Restoration areas are portions of the project area that would be disturbed during project-related construction activities but would subsequently be restored to their preconstruction conditions, or better. No soil containing plant materials may be used for revegetation to avoid inadvertent introduction of nonnative plant pathogens like phytophthora (<i>Phytophthora</i> sp.). To restore temporarily disturbed areas, the project sponsors shall ensure the following:</p>				
<p>(a) Native coastal scrub and tidal marshland areas shall be reseeded with a native seed mix or replanted with native stock.</p> <p>(b) For any tree to be removed, RPD and BUILD shall ensure that replacement trees are planted within or in the vicinity of the project area as follows:</p> <ul style="list-style-type: none"> • Trees shall be replaced within the first year after the completion of construction or as soon as possible in an area where construction is completed, during a favorable time of year as determined by an arborist or biologist with experience in restoration. • Selection of replacement sites and installation of replacement plantings shall be supervised by an arborist or biologist with experience in restoration. Irrigation of tree plantings during the initial establishment period shall be provided as deemed necessary by an arborist or biologist with experience in restoration. • An arborist or biologist with experience in restoration shall monitor new plantings at least once a year for 5 years or as otherwise determined by the applicable resource agencies. 				

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<ul style="list-style-type: none"> Any replacement plantings installed as remediation for failed plantings shall be planted as stipulated here for original plantings, and shall be monitored for 5 years after installation, or as otherwise determined by the applicable resource agencies. 				
Minimum Success Criteria				
<p>Unless the applicable resource agencies determine that different but equivalent or more stringent criteria should be applied, the success criteria for restoring temporarily disturbed areas shall be as follows:</p>				
<ul style="list-style-type: none"> (a) All temporarily disturbed areas shall be restored to approximately their baseline condition. Vegetation cover shall be at least 70 percent of the baseline; that is, absolute cover of the revegetation site shall be no less than 70 percent of the baseline absolute cover of native and naturalized species (i.e., excluding target invasives). Cover in the revegetation site shall contain no more than 10 percent absolute cover of target invasives or no more cover of invasives than the baseline, whichever is greater. (b) Vegetation in restoration areas shall be functional, fully established, and self-sustaining as evidenced by successive years of healthy vegetative growth; observed increase in vegetative cover, canopy cover, and/or plant height; and successful flowering, seed set, and/or vegetative reproduction over the 5-year monitoring period. (c) Revegetation work shall start within 1 year of construction completion. (d) Revegetation shall be monitored at least once a year for 5 years or as otherwise determined by the applicable resource agencies. (e) Individual native trees shall have 65 percent survivorship by the fifth monitoring year. (f) Restoration areas shall be monitored for target invasive plants quarterly in the first 5 years after replanting. If invasive plants are found during the 5-year monitoring period, they shall be removed as necessary to support meeting the cover and vegetation composition success criteria. (g) Monitoring and maintenance shall continue until the minimum success criteria specified in parts (a) through (e) are met, or as otherwise determined by the applicable resource agencies. 				
Compensatory Mitigation				
<p>The project sponsors shall fully compensate for permanent losses of developed open water, open water, seasonal wetland, wetland swale, tidal marsh including areas of bare ground and beach, and nonwetland waters</p>				

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(2.11 acres total) as defined in Table 3.1-5. In addition, the project sponsors shall fully compensate the permanent loss of native coastal scrub (0.77 acre). Compensatory mitigation may occur through the creation of habitat on-site at any of the four project site properties, or through purchase of credits at an off-site mitigation bank. Permanently affected areas shall be mitigated at a ratio of no less than 1:1, unless otherwise approved by USFWS and/or CDFW.	Project sponsors and a qualified wildlife biologist (if necessary).	Ongoing during construction within 700 feet of Heron's Head Park between February 1 and August 31.	USFWS and Planning Department	If construction activities within 700 feet of Heron's Head Park occurs between September 1 and January 31, M-BI-1d shall be considered complete upon review and approval of construction schedule by Planning Department. If construction activities within 700 feet of Heron's Head Park occurs between February 1 and August 3, M-BI-1d shall be considered complete upon reporting the findings of a USFWS-approved protocol-level survey for Ridgway's rail to USFWS prior to the start of construction.
Mitigation Measure M-BI-1d: Avoid Ridgway's Rail Habitat During the Nesting Season				
To the extent feasible, the start of construction activities within 700 feet of Heron's Head Park shall be scheduled to avoid the Ridgway's rail nesting season. The nesting season for Ridgway's rail extends from February 1 through August 31. If construction must occur during the Ridgway's rail nesting season, the following measures shall be implemented:				
(a) A USFWS-approved protocol-level survey for Ridgway's rail (following the June 2015 USFWS Survey Protocol) shall be conducted in Ridgway's rail habitat (Heron's Head Park) within 700 feet of planned construction activities.				
(b) If Ridgway's rail activity centers are detected, the findings shall be reported to USFWS and project activities occurring within 700 feet of Ridgway's rail activity centers shall be limited to the period from September 1 through January 31, outside of the Ridgway's rail nesting season.				

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<p>Mitigation Measure M-BI-1e: Avoid Nests during Bird Nesting Season To the extent feasible, the start of construction activities shall be scheduled to avoid the nesting season. The nesting season for most birds, including most raptors, extends from February 1 through August 31. If construction must occur during the nesting season, the following measures shall be implemented:</p> <p>(a) Preconstruction surveys for nesting birds shall be conducted by a qualified biologist no more than 14 days before the initiation of construction and demolition activities. During these surveys, the qualified biologist shall inspect all potential nesting habitats (e.g., trees, shrubs, grasslands, and buildings) within 300 feet of impact areas for raptor nests and within 100 feet of impact areas for nests of nonraptors. If an active nest (i.e., a nest with eggs or young, or any completed raptor nest attended by adults) is found sufficiently close to work areas to be disturbed by these activities, the qualified biologist shall determine the extent of a disturbance-free buffer zone to be established around the nest until the young are fledged or the nest is otherwise abandoned as determined by a qualified biologist (typically 250 feet for raptors and 50–100 feet for other species), to ensure that no nests of species protected by the Migratory Bird Treaty Act and California Fish and Game Code would be disturbed during project implementation.</p> <p>(b) If construction activities are not initiated until after the start of the nesting season, potential nesting substrate (e.g., bushes, trees, grasses, and other vegetation) that is scheduled to be removed by the project may be removed before the start of the nesting season (e.g., before February 1) to reduce the potential for initiation of nests.</p>	<p>Project sponsors, construction contractor, and a qualified wildlife biologist (with CDFW/USFWS consultation, if necessary).</p>	<p>Ongoing during construction between February 1 and August 31.</p>	<p>Contractor/wildlife biologist/Planning Department: Contractor to provide detailed construction schedule to Planning Department to confirm affected activities fall outside nesting season or removal of trees and/or structures occurs outside breeding season.</p> <p>If necessary, wildlife biologist to complete a memorandum detailing the survey effort and results and submit the memorandum to the project sponsors and Planning Department staff within 7 days of survey completion and no more than 14 days before the initiation of construction and demolition activities. Planning Department staff to review and approve report.</p>	<p>If construction would occur outside of nesting bird season, M-BI-1e shall be considered complete upon review and approval of construction schedule by Planning Department. If construction would occur during nesting bird season, M-BI-1e shall be considered complete upon review and approval of nesting surveys by Planning Department.</p>

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Hydrology and Water Quality Mitigation Measures				
<p>Mitigation Measure M-HY-1a: Monitor Turbidity during Construction</p> <p>The project sponsors shall require their construction contractor to monitor turbidity associated with construction of the pier and floating dock and removal of piles and old piers. The contractor shall prepare a turbidity monitoring plan, including product information on monitoring equipment, proposed monitoring locations, and procedures to follow if turbidity increases above background levels. The turbidity monitoring plan shall include the following provisions:</p> <ol style="list-style-type: none"> (1) Before beginning work, the contractor shall monitor turbidity and light levels at the level of the eelgrass, or other as deemed appropriate by the resource agencies if no eelgrass is present, to establish a baseline. The contractor shall also set buoys out to establish background water quality monitoring points upstream and downstream of the site (based on existing currents and tides at the site). The contractor shall monitor turbidity and light at low, middle, and high tides during typical work hours for several days before beginning work. The project sponsor's contract owner's representative will review and approve the background monitoring station locations before monitoring. (2) During removal of the piles, the contractor shall monitor turbidity and light levels no less than daily or as required by the project's or variant's 401 water quality certification issued by the San Francisco Bay RWQCB or other applicable permits, at the same locations as required for baseline monitoring, as well as within the work area. <p>The contractor shall notify the lead inspector or other on-site individual overseeing the contractor immediately when there is an exceedance of the required water quality criteria (turbidity and light levels) that have been established either in the 401 water quality certification or with the San Francisco Bay RWQCB. If the lead inspector or other identified individual determines, in coordination with the environmental compliance manager, that water quality criteria have been exceeded, demolition activities must cease until turbidity is reduced to meet the criteria. In the event an exceedance occurs, a silt curtain or floating debris booms may be deployed to contain suspended materials and prevent their broader dispersal. The deployment of these additional measures shall be contingent on whether conditions (e.g., water depth, substrate materials, wave action) are appropriate, as determined by the lead inspector.</p>	<p>Project sponsors and construction contractor, through coordination with the RWQCB.</p>	<p>Contractor shall monitor turbidity and light levels of the water prior to receiving a grading, demolition, or excavation permit. Other monitoring activities shall be ongoing during construction.</p>	<p>Planning Department or other City agency, in consultation with the RWQCB, to review and approve the turbidity monitoring plan.</p>	<p>Considered complete when the turbidity monitoring plan has been reviewed and approved by the Planning Department and after the end of construction activities.</p>

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>Mitigation Measure M-HY-1b: Implement Pile Removal Best Management Practices</p> <p>One of the following two separate procedures shall be utilized to remove piles based on information regarding local sediment conditions:</p> <ul style="list-style-type: none"> • If there is reason to believe that the sediment is contaminated beyond the typical ambient levels of various in-Bay pollutants other than creosote, which is inferred to be present, the construction contractor shall cut the piling at the mudline. • If there is no reason to believe the sediment is contaminated beyond typical ambient levels, the contractor shall attempt to remove each piling in its entirety by pulling the piling straight out. <p>The decision regarding the method of removal also depends on the condition of the piling. Generally, the construction contractor shall be prohibited from using vibration or a back-and-forth, rocking movement intended to snap the piling because this generally increases turbidity. Moreover:</p> <ul style="list-style-type: none"> • If, before the contractor attempts to remove an entire piling, visual inspection of the pilings indicates that the pilings lack the necessary integrity to be pulled without splintering, crumbling, or otherwise disintegrating, the contractor shall instead cut the remaining pile to a level 2–3 feet below the surrounding existing sediment or mudline. • If, during attempts to use direct pulls on the piling to remove it, the piling breaks at a level higher than 2 feet below the mudline, the contractor shall cut the remaining pile to a level 2–3 feet below the surrounding existing sediment or mudline. <p>Because the condition of the piles’ structural integrity is not fully nor precisely known, RPD or, for the 700 Innes property, BUILD shall investigate pile integrity after submitting the various permitting documents to the regulatory agencies. A brief memorandum on that investigation (referred to below as the “removal memo”) shall be delivered to the agencies to inform them of the pile conditions and the expectation of whether pilings can be removed by pulling without crumbling.</p> <p>The following practices shall be followed during pile removal efforts:</p> <ul style="list-style-type: none"> • Pilings and other debris may be removed from land or require removal from the water using barge-mounted equipment. For non-land-based removal of piles, the following measures shall be implemented to the extent feasible: 	<p>Project sponsors and construction contractor, RWQCB, USACE.</p>	<p>Ongoing during pile removal activities.</p>	<p>Planning Department or other City agency, in consultation with the RWQCB, USACE, or U.S. Coast Guard, to review and approve the methodology for the post-demolition diver survey.</p>	<p>Considered complete after the Planning Department has reviewed and approved the post-demolition diver survey results.</p>

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<ul style="list-style-type: none"> – Removal of the pilings and other debris shall be carried out using an excavator mounted on a shallow-draft barge equipped with both grappling and shearing attachments. Shallow-draft barges generally require at least 5 feet of water above the sea floor or any submerged debris. Depending on specific site conditions and the construction barge chosen, it may be possible to float the barge into position at high tides, let it settle on the intertidal mudflats to continue working at low tides, and then be lifted by the next high tide. – Existing eelgrass or oyster beds shall be avoided. – The barge shall be designed to prohibit sediment or debris from falling back into the water. The work surface on the barge deck shall include a containment basin for piles, concrete, and any mud or sediment removed during pulling. Upon removal from substrate, the piles shall be moved expeditiously from the water into the containment basin. – When depths limit access to barges or sensitive resources are present, piles may be manually cut by divers using a pneumatic or hydraulic saw or shears. – Once the piles are cut, they may be towed out to deeper water to a waiting barge or to a landside staging area for loading and removal. • The holes left after pile removal shall not be actively filled. Attempting to fill the holes would lead to increased sediment disturbance and unnecessary increases in turbidity. It is expected that sediment deposition will rapidly fill in any holes that are left. • The removed piles, as well as any decking or other materials, shall be loaded onto a barge and/or transported back to the contractor’s staging area where the concrete shall be separated from the other materials and recycled or disposed of off-site as appropriate at a permitted facility. • Once the removed debris is on land, the pilings and planks shall be cut to 5-foot lengths and dried out before being hauled to a landfill for disposal. • The removed piles shall be placed into containment basins that will collect the water, residual creosote, and other materials that may drain off of them. The collected water will eventually evaporate, and the residual creosote and other materials shall be placed into barrels for disposal at an appropriate Class 2 landfill. • The removal method(s) utilized for each site shall be described in the removal memo. 				

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<ul style="list-style-type: none"> • Jetting away the sediments around the piles is prohibited. Where the method selected is expected to generate concrete chips or dust in the water, a special curtain shall be deployed around the individual pile so the contractor may capture any concrete pieces for off-site disposal. • Intentional breaking of timber piles above the mudline is prohibited. • The piles shall not be shaken, hosed off, stripped or scraped off, or left hanging to drip, nor shall any other action be taken with the intent of cleaning or removing adhering material from the pile. • Any sediment accumulated from the pile removal operations shall be assumed to contain creosote and shall be contained and eventually tested and disposed off-site in an appropriate landfill. • Upon completion of demolition and removal of the pilings (and any associated wharfing or decking), the contractor shall perform a post-demolition diver survey in the project area. The survey shall document the quantity and type of pilings stubs above the mudline and the condition of the Bay floor, and shall identify the quantities and types of debris from previous operations and/or from the demolition activities that remain on the Bay floor. • The contractor shall submit the results of the survey to RPD or, for the 700 Innes property, to BUILD for approval, with descriptions of its approach to removal of the piling stubs and debris. RPD (or BUILD) may elect to leave some debris in place if it has established eelgrass growing on it. After this submittal is approved, the contractor can proceed with removal of piling stubs and debris. • Identified piling stubs shall be cut off at 2–3 feet below the mudline if possible. • Bay floor debris including fallen timber piles, steel piping, concrete, and other miscellaneous items shall be removed as they are encountered during demolition activities. • All Bay floor debris within the project limits that is not treated with creosote shall be removed unless such removal would involve disturbing eelgrass. Timber piles that are not shown on the design plans but are encountered during operations shall be removed. Other items not shown on the design plans or mentioned in the specifications, but that are encountered during the contractor's operations, shall be brought to the attention of the lead engineer. The lead engineer shall determine the disposition of the items. • All removed debris shall be transported to the contractor's staging area and recycled or disposed at a permitted landfill facility. 				

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<ul style="list-style-type: none"> • The contractor owner shall confirm that Bay floor debris has been removed by conducting a post-construction side-scan sonar study. • Existing concrete slabs and concrete debris along the shoreline shall be left in place to avoid destabilizing the embankment. All other timber and metal debris along shoreline shall be removed and disposed. • The following BMPs shall be used to prevent the release of hazardous wastes and minimize creosote release, sediment disturbance, and generation of total suspended solids during demolition operations: <ul style="list-style-type: none"> – Install a floating surface boom to capture floating surface debris. – Keep all equipment (e.g., bucket, steel cable) out of the water and grip piles above the waterline. – Slowly lift the pile from the sediment and through the water column. – Dispose of all removed timber piles, floating surface debris, sediment spilled on work surfaces, and all containment supplies at a permitted upland disposal site that accepts creosote-treated wood and materials contaminated with creosote. • The following BMPs shall be implemented by the construction contractor for handling creosote-containing materials, spill prevention and containment, erosion and sedimentation prevention, and monitoring requirements: <ul style="list-style-type: none"> – During demolition activities, a floating boom and skirt shall be deployed around the project site and absorbent booms and pads shall be provided on marine vessels on-site. – Silt fences, straw wattles, and other measures determined appropriate for erosion and sediment control shall be implemented in upland areas. – Waste at the demolition site, such as discarded demolition materials, chemicals, litter, and sanitary waste, shall be properly controlled. – Vessel fueling shall be required at the contractor’s staging area or at an approved docking facility. No cross-vessel fueling shall be allowed. 				
<p>Marine vessels generally shall contain petroleum products within tankage that is internal to the hulls of the vessels. All deck equipment shall be equipped with drip pans to contain leaks and spills. All fuels and lubricants aboard the work vessels shall have a double containment system. Chemicals used in the project area and on marine vessels shall be stored using secondary containment.</p>				

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<p>Mitigation Measure M-HY-1c: Use Clamshell Dredges</p> <p>To reduce resuspension of sediments and impacts on water quality when conducting dredging activities, clamshell dredges shall be used for all dredging activities. Using clamshell dredges causes dredged material to descend rapidly through the water column to the Bay bottom, with only a small amount of sediment remaining suspended, thus resulting in minimal turbidity impacts.</p>	Project sponsors and construction contractor.	Prior to obtaining a grading, excavation, and demolition permit, and ongoing during construction.	Planning Department or other City agency to ensure compliance with this measure prior to approving a grading, excavation, and demolition permit.	Considered complete once the project sponsors and contractor demonstrate to the satisfaction of the Planning Department that Clamshell Dredges will be used.
Hazards and Hazardous Materials Mitigation Measures				
<p>Mitigation Measure M-HZ-2a: Prepare and Implement a Site Mitigation Plan for Areas Above the Mean High-Water Line</p> <p>Before obtaining a site permit, building permit, or other permit from the City for development activities involving subsurface disturbance landward of the MHW line, the project sponsors shall comply with the requirements of San Francisco Health Code Article 22A, by causing a qualified person to prepare and submit a site mitigation plan to DPH for review and approval. The project sponsors shall implement the approved site mitigation plan. At a minimum, the site mitigation plan shall:</p> <ul style="list-style-type: none"> • Establish appropriate site-specific cleanup targets, to be reviewed and approved by DPH, that are protective of human health and environment based on the proposed future land use(s). At a minimum, these targets shall be equal to, or more protective, than the following: <ul style="list-style-type: none"> – For the India Basin Shoreline Park, 900 Innes, and India Basin Open Space properties: The HHSLs (for land to be used for recreational purposes) or the EHSLs (for land to be used for tidal marsh or wetlands) as established in the draft site mitigation plan (RPD, 2017a). – For the 700 Innes property: San Francisco Bay RWQCB ESLs for residential use. • Delineate the extent of soil and/or groundwater contamination at levels exceeding the plan’s cleanup levels. Identify and implement measures such as excavation, containment, or treatment of the hazardous materials to achieve the plan’s cleanup levels. The site mitigation plan should include figures and drawings showing areas and depths of soil excavation or treatment, soil waste classifications, and any mitigating measures. • Implement procedures for safe handling and transportation of the excavated materials, consistent with the requirements set forth in Article 22A, including: 	Project sponsors and construction contractor.	Prior to obtaining a site permit, building permit, or other permit from the City for development activities involving subsurface disturbance landward of the MHW line.	Department of Public Health to review and approve the plans listed in M-HZ-2a.	Considered complete once the final project report documenting implementation of the site mitigation plan and its provisions after site earthwork has been completed and any required mitigating measures have been installed.

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<ul style="list-style-type: none"> – Removal of soil and materials shall be performed by a licensed engineering contractor with a Class A license and hazardous-substance removal certification. A California-licensed engineer shall provide field oversight on behalf of the project sponsors to document the origin and destination of all removed materials. If necessary, removed materials shall be temporarily stockpiled and covered with plastic sheeting pending relocation, segregation, or off-haul. – If excess materials are off-hauled, waste profiling of the material shall be completed and documented. Materials classified as nonhazardous waste shall be transported under a bill of lading. Materials classified as non-RCRA hazardous waste shall be transported under a hazardous waste manifest. All materials shall be disposed of at an appropriately licensed landfill or facility. – Trucking operations shall comply with Caltrans and any other applicable regulations, and all trucks shall be licensed and permitted to carry the appropriate waste classification. The tracking of dirt by trucks leaving the project site shall be minimized by cleaning the wheels upon exit and cleaning the loading zone and exit area as needed. – If materials require dewatering before off-hauling, a dewatering plan shall be prepared, specifying methods of water collection, transport, treatment, and discharge of all water produced by dewatering. • Describe post-excavation confirmation sampling. If residual contamination remains at the site above the site-specific cleanup targets, include appropriate controls, including institutional controls where and if necessary, to assure that activities by future users do not expose them to unacceptable health and safety risks. Such controls may include but are not limited to visual barriers over contaminated soil, followed by a cap of clean soil or hard surface materials; operation and maintenance protocols for any disturbance of contaminated soils; and recording of deed restrictions, such as activity and use limitations, with the San Francisco Recorder's Office to assure that the remedy is maintained. • Require preparation and implementation of a site-specific health and safety plan (HASP) to minimize impacts on public health, worker health, and the environment. The HASP shall be prepared in accordance with State and federal OSHA regulations (29 CFR 1910.120) and approved by a certified industrial hygienist. Development of the plan shall be required as a condition of any applicable permit. Copies of the HASP shall be made available to construction workers for review during their orientation and/or 				

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<p>regular health and safety meetings, and to the project sponsors. The HASP shall be submitted to DPH at least 2 weeks before the beginning of construction activities. The HASP shall identify chemicals of concern, potential hazards, personal protective equipment and devices, decontamination procedures, the need for personal or area monitoring, and emergency response procedures. The HASP shall be amended, as necessary, if new information becomes available that could affect implementation of the plan.</p> <ul style="list-style-type: none"> • Require preparation of a deep foundation plan that will specify construction and soil handling methods to prevent potentially contaminated fill materials from being pushed into underlying soil or groundwater, or otherwise cause contaminants to be mobilized, transported, or discharged to the environment. • Require preparation and implementation of required construction-related documents, including odor and noise control measures and a SWPPP. • Require preparation of a dust control plan that shall specify measures to reduce fugitive dust emissions during construction, and that complies with San Francisco Health Code Article 22B. For the India Basin Shoreline Park property only, require preparation of an asbestos dust mitigation plan to be submitted to and approved by BAAQMD, in accordance with 17 CCR Section 93105 and 8 CCR Section 1529. • Require preparation and implementation of a contingency plan to address unanticipated conditions or contaminants encountered during construction and development activities. The conditions of the contingency plan shall be incorporated into the first permit and any applicable permit thereafter. This plan shall establish and describe procedures for responding in the event that unanticipated subsurface hazards or hazardous material releases are discovered during construction, including appropriately notifying nearby property owners, schools, and residents and following appropriate site control procedures. Control procedures would include but not be limited to further investigation and, if necessary, remediation of such hazards or releases, including off-site removal and disposal, containment, or treatment. If unanticipated subsurface hazards or hazardous material releases are discovered during construction, the requirements of this contingency plan addressing unknown contaminants shall be followed. The contingency plan shall be amended as necessary if new information becomes available that could affect implementation of the plan. 				

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<ul style="list-style-type: none"> • Include a commitment to prepare and certify a final project report documenting implementation of the site mitigation plan and its provisions after site earthwork has been completed and any required mitigating measures have been installed. 				
<p>Mitigation Measure M-HZ-2b: Prepare and Implement a Nearshore Sediment and Materials Management Plan for Areas Below the Mean High-Water Line</p> <p>Before obtaining a permit for any work Bayward of the MHW line, the project sponsors and their construction contractors shall prepare and implement a nearshore sediment and materials management plan. The plan shall identify, as appropriate, such measures as sediment excavation, containment, or treatment of the hazardous materials, monitoring and follow-up testing, and procedures for safe handling and transportation of any materials removed from the nearshore. This plan shall be submitted to the relevant permitting agencies for their review and approval, before work begins below the MHW line. The plan shall:</p> <ul style="list-style-type: none"> • Establish appropriate site-specific cleanup targets for nearshore sediment that are protective of tidal marsh habitat. The cleanup targets must be approved by the San Francisco Bay RWQCB, USACE, BCDC, and/or another permitting agency. At a minimum, these targets shall be equal to, or more protective, than the EHSLs established in the draft site mitigation plan (RPD, 2017a). • Delineate the extent of nearshore sediment contamination at levels exceeding the plan's cleanup levels. Identify and implement measures such as excavation, containment, or treatment of the hazardous materials to achieve the plan's cleanup levels. The plan should include figures and drawings showing areas and depths of sediment excavation or treatment, waste classifications, and any mitigating measures. • Implement procedures for safe handling and transportation of the excavated materials, consistent with the requirements set forth in Article 22A of the San Francisco Health Code, including: <ul style="list-style-type: none"> – Removal of sediments and materials shall be performed by a licensed engineering contractor with a Class A license and hazardous-substance removal certification. A California-licensed engineer shall provide field oversight on behalf of the project sponsors to document the origin and destination of all removed materials. If necessary, removed materials shall be temporarily stockpiled and covered with plastic sheeting pending relocation, segregation, or off-haul. 	Project sponsors and construction contractors.	A nearshore sediment and materials plan shall be prepared prior to obtaining any permit from the City for development activities involving work Bayward of the MHW line.	San Francisco Bay RWQCB, USACE, BCDC, and/or another permitting agency shall review and approve the nearshore sediment and materials management plan. A licensed industrial hygienist shall review and approve a HASP. BAAQMD shall review and approve an asbestos dust mitigation plan for India Basin Shoreline Park.	Considered complete once the HASP, asbestos dust mitigation plan, and nearshore sediment and materials management plan is reviewed and approved by the San Francisco Bay RWQCB, USACE, BCDC, and/or another permitting agency, and after the final project report documenting implementation of the nearshore sediment and materials management plan and its provisions is reviewed by these agencies.

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<ul style="list-style-type: none"> – If excess materials are off-hauled, waste profiling of the material shall be completed and documented. Materials classified as nonhazardous waste shall be transported under a bill of lading. Materials classified as non-RCRA hazardous waste shall be transported under a hazardous waste manifest. All materials shall be disposed of at an appropriately licensed landfill or facility. – Trucking operations shall comply with Caltrans and any other applicable regulations, and all trucks shall be licensed and permitted to carry the appropriate waste classification. To minimize the tracking of dirt by trucks leaving the project site, truck wheels shall be cleaned upon exit and the loading zone and exit area shall be cleaned as needed. – If materials require dewatering before off-hauling, a dewatering plan shall be prepared, specifying methods of water collection, transport, treatment, and discharge of all water produced by dewatering. • Describe post-removal confirmation sampling. If residual contamination remains at the site above the site-specific cleanup targets, include appropriate controls, including institutional controls where and if necessary, to assure that activities by future users do not expose them to unacceptable health and safety risks. Such controls may include but are not limited to visual barriers over contaminated sediments, followed by a cap of clean sediments or hard surface materials; operation and maintenance protocols for any disturbance of contaminated sediments; and recording of deed restrictions, such as activity and use limitations, with the San Francisco Recorder’s Office to assure that the remedy is maintained. • Require preparation and implementation of a site-specific health and safety plan to minimize impacts on public health, worker health, and the environment. The HASP shall be prepared in accordance with State and federal OSHA regulations (29 CFR 1910.120) and approved by a certified industrial hygienist. Development of the plan shall be required as a condition of any applicable permit. Copies of the HASP shall be made available to construction workers for review during their orientation and/or regular health and safety meetings, and to the project sponsors. The HASP shall identify chemicals of concern, potential hazards, personal protective equipment and devices, decontamination procedures, the need for personal or area monitoring, and emergency response procedures. The HASP shall be amended, as necessary, if new information becomes available that could affect implementation of the plan. 				

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<ul style="list-style-type: none"> • Require preparation of a dust control plan that shall specify measures to reduce fugitive dust emissions during construction. For the India Basin Shoreline Park property only, require preparation of an asbestos dust mitigation plan to be submitted to and approved by BAAQMD, in accordance with 17 CCR Section 93105 and 8 CCR Section 1529. • Require preparation and implementation of required construction-related documents, including odor, dust, and noise control measures and a SWPPP. • Require preparation of a deep foundation plan that will specify construction and sediment handling methods to prevent potentially contaminated fill materials from being pushed into underlying sediments or groundwater, or otherwise cause contaminants to be mobilized, transported, or discharged to the environment. • Require preparation and implementation of a contingency plan to address unanticipated conditions or contaminants encountered during construction and development activities. The conditions of the contingency plan shall be incorporated into the first permit and any applicable permit thereafter. This plan shall establish and describe procedures for responding in the event that unanticipated subsurface hazards or hazardous material releases are discovered during construction, including appropriately notifying nearby property owners, schools, and residents and following appropriate site control procedures. Control procedures would include but not be limited to further investigation and, if necessary, remediation of such hazards or releases, including off-site removal and disposal, containment, or treatment. If unanticipated subsurface hazards or hazardous material releases are discovered during construction, the requirements of this contingency plan addressing unknown contaminants shall be followed. The contingency plan shall be amended as necessary if new information becomes available that could affect implementation of the plan. • Include a commitment to prepare and certify a final project report documenting implementation of the nearshore sediment and materials management plan and its provisions after completion of site earthwork has been completed and any required mitigating measures have been installed. 				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>Mitigation Measure M-HZ-2c: Prepare and Implement a Remedial Action Plan for the 900 Innes Property</p> <p>Before obtaining a grading, excavation, site, building, or other permit for development activities at the 900 Innes property, the project sponsors shall prepare and implement a remedial action plan approved by the San Francisco Bay RWQCB. The RAP must specify the actions that will be implemented to remediate the significant environmental or health and safety risks caused or likely to be caused by the presence of the identified release of hazardous materials in light of project activities. All recommendations of the RAP that affect project design shall be implemented and incorporated into the detailed design of the proposed project or variant. As appropriate and consistent with requirements in San Francisco Health Code Articles 22A and 22B and San Francisco Bay RWQCB standards, the plan and its implementation shall at a minimum:</p> <ul style="list-style-type: none"> • Establish appropriate site-specific cleanup targets that are protective of human health and the environment, based on the proposed future land use(s). At a minimum, the cleanup targets shall be equal to or more protective than the remedial action goals established in the conceptual RAP (RPD, 2017f). In the conceptual RAP, remedial action goals for upland areas are based on HHSL for recreation use; remedial action goals for offshore sediments are based on a review of COPCs identified at the property, comparative ecological screening values, and published action goals that have been adopted at other nearby tidal restoration projects. • Delineate the extent of soil, sediment, and/or groundwater contamination at levels exceeding the plan's cleanup targets. Identify and implement measures such as excavation, containment, or treatment of the hazardous materials to achieve the plan's cleanup levels. The RAP should include figures and drawings showing areas and depths of soil and sediment excavation or treatment, soil waste classifications, and any mitigating measures. • Implement procedures for safe handling and transportation of the excavated materials, including: <ul style="list-style-type: none"> – Removal of soil, sediment, and other materials shall be performed by a licensed engineering contractor with a Class A license and hazardous substance removal certification. A California-licensed engineer shall provide field oversight on behalf of the project sponsors to document the origin and destination of all removed materials. If necessary, removed materials shall be temporarily stockpiled and covered with plastic 	<p>Project sponsor of the 900 Innes property and construction contractor.</p>	<p>Prior to obtaining a grading, excavation, site, building, or other permit for development activities at the 900 Innes property, the project sponsors shall prepare and implement a remedial action plan.</p>	<p>San Francisco Bay RWQCB shall review and approve the remedial action plan.</p>	<p>Considered complete once the final project report documenting implementation of the remedial action plan and its provisions after site earthwork has been completed and any required mitigating measures have been installed.</p>

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>sheeting pending relocation, segregation, or off-haul.</p> <ul style="list-style-type: none"> – If excess materials are off-hauled, waste profiling of the material shall be completed and documented. Materials classified as nonhazardous waste shall be transported under a bill of lading. Materials classified as non-RCRA hazardous waste shall be transported under a hazardous waste manifest. All materials shall be disposed of at an appropriately licensed landfill or facility. – Trucking operations shall comply with Caltrans and any other applicable regulations, and all trucks shall be licensed and permitted to carry the appropriate waste classification. To minimize the tracking of dirt by trucks leaving the project site, truck wheels shall be cleaned upon exit and the loading zone and exit area shall be cleaned as needed. – If materials require dewatering before off-hauling, a dewatering plan shall be prepared, specifying methods of water collection, transport, treatment, and discharge of all water produced by dewatering. <ul style="list-style-type: none"> • Describe post-excavation confirmation sampling. If residual contamination remains at the site above the site-specific cleanup targets, include appropriate controls, including institutional controls where and if necessary, to assure that activities by future users do not expose them to unacceptable health and safety risks. Such controls may include but are not limited to visual barriers over contaminated soil/sediment, followed by a cap of clean soil/sediment or hard surface materials; operation and maintenance protocols for any disturbance of contaminated soils/sediment; and recording of deed restrictions, such as activity and use limitations, with the San Francisco Recorder's Office to assure that the remedy is maintained. • Require preparation and implementation of a site-specific health and safety plan to minimize impacts on public health, worker health, and the environment. The HASP shall be prepared in accordance with State and federal OSHA regulations (29 CFR 1910.120) and approved by a certified industrial hygienist. Development of the plan shall be required as a condition of any applicable permit. Copies of the HASP shall be made available to construction workers for review during their orientation and/or regular health and safety meetings, and to the project sponsors. The HASP shall identify chemicals of concern, potential hazards, personal protective equipment and devices, decontamination procedures, the need for personal or area monitoring, and emergency response procedures. The HASP shall be amended, as necessary, if new information becomes available that could affect implementation of the plan. 				

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<ul style="list-style-type: none"> • Require preparation and implementation of required construction-related documents, including odor, dust, and noise control measures and a SWPPP. • Require preparation of a deep foundation plan that will specify construction and soil/sediment handling methods to prevent potentially contaminated fill materials from being pushed into underlying soil/sediment or groundwater, or otherwise cause contaminants to be mobilized, transported, or discharged to the environment. • Require preparation and implementation of a contingency plan to address unanticipated conditions or contaminants encountered during construction and development activities. The conditions of the contingency plan shall be incorporated into the first permit and any applicable permit thereafter. This plan shall establish and describe procedures for responding in the event that unanticipated subsurface hazards or hazardous material releases are discovered during construction, including appropriately notifying nearby property owners, schools, and residents and following appropriate site control procedures. Control procedures would include but not be limited to further investigation and, if necessary, remediation of such hazards or releases, including off-site removal and disposal, containment, or treatment. If unanticipated subsurface hazards or hazardous material releases are discovered during construction, the requirements of this contingency plan addressing unknown contaminants shall be followed. The contingency plan shall be amended as necessary if new information becomes available that could affect implementation of the plan. • Include a commitment to prepare and certify a final project report documenting implementation of the RAP and its provisions after site earthwork has been completed and any required mitigating measures have been installed. 				

Table 2: Improvement Monitoring and Reporting Program

NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Aesthetics Improvement Measure				
<p>Improvement Measure I-AE-1: Prepare and Implement Construction Staging, Access, and Parking Plan to Reduce Impacts on Visual Character/Quality During Construction.</p> <p>As an improvement measure to further reduce impacts of project construction activities on the visual character/quality of the site, construction documents should require all construction contractors to provide for the cleanliness of construction equipment stored or driven outside of the limits of the construction work area. Construction equipment, including equipment used for staging, should be parked on the project site. Staging areas should be screened from view at street level with solid wood fencing or a green fence for areas under construction for extended periods of time. Before the issuance of building permits, the project sponsors (through the construction contractor[s]) should submit a construction staging, access, and parking plan to the San Francisco Department of Building Inspection for review and approval. Construction worker vehicles should not be parked at on-street parking spaces.</p>	Project sponsor and contractor	Before the issuance of building permits and during construction.	Department of Building Inspection to monitor contractor compliance.	Considered complete after construction activities have ended.
Transportation and Circulation Improvement Measures				
<p>Improvement Measure I-TR-2V: Reconfigure Southbound Approach at Jennings Street/Evans Avenue/Middle Point Road under the Variant</p> <p>To improve vehicular mobility at the Jennings Street/Evans Avenue/Middle Point Road intersection under the variant, the project sponsors should fund, and SFMTA should implement, improvements to reconfigure the southbound Jennings Street approach of the Jennings Street/Evans Avenue/Middle Point Road intersection to include a 100-foot left-turn pocket. Adding this turn pocket to the intersection would require that SFMTA restrict parking along the west side of Jennings Street, resulting in the removal of approximately five parking spaces. The project sponsors should fund their fair-share cost of the design and implementation of this improvement.</p> <p>Responsibility for funding the implementation of the improvement measure under the variant would be based on the relative contribution of each of the four project site properties to the increase in traffic volumes at the intersection. At this</p>	SFMTA, in coordination with FivePoint (developer of the Shipyard project)	Fair share payment to SFMTA: Later of (i) issuance of the certificate of occupancy for the first building on the 700 Innes property, or (ii) start of construction of transit improvements described in I-TR-2V	SFMTA	Project sponsor's obligations deemed complete once fair share payment is made. SFMTA's obligations deemed complete once construction activities are finished.

Table 2: Improvement Monitoring and Reporting Program

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Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>location, 1 percent of the added vehicle-trips would be generated by the India Basin Shoreline Park property, 0 percent would be generated by the 900 Innes property, 1 percent would be generated by the India Basin Open Space property, and 98 percent would be generated by the 700 Innes property.</p> <p>FivePoint (developer of the Shipyard project) has committed to signalizing the intersection as part of the Shipyard project, and the improvements described above should be coordinated with this effort. Should the changes required at this location as part of the Shipyard project be completed before a decision to implement the proposed left-turn pocket, the project sponsors would be responsible for funding and implementing the improvement measure.</p>				
<p>Improvement Measure I-TR-6: Implement Queue Abatement Strategies</p> <p>It should be the responsibility of the owner/operator of any off-street parking facility located on the 700 Innes property with more than 20 parking spaces (excluding loading and carshare spaces) to ensure that recurring vehicle queues do not occur regularly on the public right-of-way. A vehicle queue is defined as one or more vehicles (destined to the parking facility) blocking any portion of any public street, alley, or sidewalk for a consecutive period of three minutes or longer on a daily or weekly basis.</p> <p>If a recurring queue occurs, the owner/operator of the parking facility should employ abatement methods as needed to abate the queue. Appropriate abatement methods will vary depending on the characteristics and causes of the recurring queue, as well as the characteristics of the parking facility, the street(s) to which the facility connects, and the associated land uses (if applicable). Suggested abatement methods include, but are not limited to, the following: redesign of facility to improve vehicle circulation and/or on-site queue capacity; employment of parking attendants; installation of “LOT FULL” signs with active management by parking attendants; use of valet parking or other space-efficient parking techniques; use of off-site parking facilities or shared parking with nearby uses; use of parking occupancy sensors and signage directing drivers to available spaces; travel demand management strategies such as additional</p>	<p>Property owner/garage operator of any off-street parking facility located on the 700 Innes property with more than 20 parking spaces, and Planning Department.</p>	<p>On-going through the life of the project.</p>	<p>The owner/operator of the parking garage and the Planning Department.</p>	<p>On-going through the life of the project.</p>

Table 2: Improvement Monitoring and Reporting Program

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Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>bicycle parking, customer shuttles, or delivery services; and/or parking demand management strategies such as parking time limits, paid parking, time-of-day parking surcharge, or validated parking.</p> <p>If the Planning Director, or his or her designee, reasonably believes that a recurring queue is present, the Planning Department should notify the property owner in writing. The Property Owner would have no less than 45 days to take reasonable measures to abate the queues. If, after 45 days, the Planning Director, or his or her designee, reasonably believes, upon further examination, that the abatement measures have not been effective, then the Planning Director may suggest additional measures or may request that the owner/operator hire a qualified transportation consultant to evaluate the conditions at the site for no less than 7 days. The consultant would prepare a monitoring report to be submitted to the Planning Department for review. If the Planning Department determines that a recurring queue does exist, the facility owner/operator would have 90 days from the date of the written determination to implement measures to abate the queue.</p>				
<p>Improvement Measure I-TR-7: Implement an Active Loading Management Plan</p> <p>If the project sponsor for the 700 Innes property proposes to provide fewer loading spaces than required under the Special Use District (SUD) for the proposed project or variant, the project sponsor should, at their discretion, develop an Active Loading Management Plan for review and approval by the Planning Department to address operational loading activities. The Active Loading Management Plan would facilitate efficient use of loading spaces and may incorporate the following ongoing actions to address potential ongoing loading issues:</p> <ul style="list-style-type: none"> • Direct residential and commercial tenants to schedule all move-in and move-out activities and deliveries of large items (e.g., furniture) with the management for their respective building(s). • Direct commercial and retail tenants to schedule deliveries, to the extent feasible. • Reduce illegal stopping of delivery vehicles by directing 	<p>Project sponsor for 700 Innes, building operator, Planning Department, and SFMTA.</p>	<p>If implemented, the final Active Loading Management Plan would be approved prior to receipt of the first Certificate of Occupancy for the first parking/loading garage.</p>	<p>The Final Active Loading Management Plan (if implemented) would be evaluated by a qualified transportation professional, retained by the project sponsors and approved by the Planning Department, after the combined occupancy of the commercial and residential uses reaches 50 percent and once a year going forward.</p>	<p>If implemented, monitoring of the Final Active Loading Management Plan would be required until the Planning Department determines that the evaluation is no longer necessary or may be done at less frequent intervals.</p>

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Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>building lobby attendants and retail tenants to notify any illegally stopped delivery personnel (i.e., in the red zones) that delivery vehicles should be parked in the on-street commercial loading spaces.</p> <ul style="list-style-type: none"> • Design the loading areas to include sufficient storage space for deliveries to be consolidated for coordinated deliveries internal to project facilities (i.e., retail and residential). • Design the loading areas to allow for unassisted delivery systems (i.e., a range of delivery systems that eliminate the need for human intervention at the receiving end), particularly for use when the receiver site (e.g., retail space) is not in operation. Examples include the receiver site providing a key or electronic fob to loading vehicle operators, which enables the loading vehicle operator to deposit the goods inside the business, or in a secured area that is separated from the business but accessible from a public ROW. <p>A final Active Loading Management Plan and all subsequent revisions, if implemented, would be reviewed and approved by the Planning Department. The Final Active Loading Management Plan would be approved prior to receipt of the first Certificate of Occupancy for the first parking/loading garage.</p> <p>The Final Active Loading Management Plan (if implemented) would be evaluated by a qualified transportation professional, retained by the project sponsors and approved by the Planning Department, after the combined occupancy of the commercial and residential uses reaches 50 percent and once a year going forward until the Planning Department determines that the evaluation is no longer necessary or may be done at less frequent intervals. The content of the evaluation report would be determined by Planning Department staff, in consultation with SFMTA, and generally may include an assessment of on-site and on-street loading conditions, including actual loading demand, observations of loading operations, and an assessment of how the project meets this improvement measure.</p> <p>The evaluation report would be reviewed by Planning Department staff, who would make the final determination whether there are conflicts associated with loading activities. In the event of such conflicts, the project sponsors may propose modifications to the above Final Active Loading Management</p>				

Table 2: Improvement Monitoring and Reporting Program

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Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>Plan requirements to reduce conflicts and improve performance under the Plan (such as hour and day restrictions or restrictions on the number of loading vehicle operations permitted during certain hours). The project sponsors would submit any proposed modifications to the Plan for review and approval by the Planning Department.</p>				
<p>Improvement Measure I-TR-10: Implement Construction Management Strategies</p> <p>As an improvement measure to further reduce impacts of project construction activities, the project sponsors should implement the following measures:</p> <ul style="list-style-type: none"> • Prepare a Traffic Control Plan for Construction. To reduce potential conflicts between construction activities and pedestrians, transit, and automobiles during construction activities, the project sponsors should require that the construction contractor(s) prepare a traffic control plan for major phases of construction (e.g., demolition, construction, or renovation of individual buildings). The project sponsors and their construction contractor(s) should meet with relevant City agencies to coordinate feasible measures to reduce traffic congestion during major construction phases, including temporary relocation of transit stops and other measures to reduce potential traffic and transit disruption and to ensure bicycle and pedestrian safety in the immediate vicinity of the project site. For any work within the public right-of-way, the contractor would be required to comply with SFMTA's Regulations for Working in San Francisco Streets, which establish rules and permit requirements to assure that construction activities are completed safely and with the least possible interference with pedestrians, bicyclists, transit, and vehicular traffic. <p>[The construction time frames of the major phases may overlap with those of other development projects adjacent to the project site. Should overlapping occur, the project sponsors should coordinate with City agencies through the Transportation Advisory Staff Committee and the adjacent developer(s) to minimize the severity of any disruption to adjacent land uses and transportation facilities by overlapping construction-related transportation impacts. The project</p>	<p>Project sponsors and construction contractor.</p>	<p>The traffic control plan(s) would be prepared prior to each major phase of construction. Provisions to require contractors to adopt measures to reduce single-occupant vehicle mode share among construction workers would be included as part of construction contracts. Updates on project construction for nearby residents and adjacent businesses would be conducted on a regular basis via a newsletter and/or website.</p>	<p>SFMTA</p>	<p>Project sponsor's obligations deemed complete once construction activities are finished.</p>

Table 2: Improvement Monitoring and Reporting Program

NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>sponsors, in conjunction with the adjacent developer(s), could propose a construction traffic control plan that includes measures to reduce potential construction traffic conflicts to the extent feasible and commercially reasonable in light of noise regulations, labor and contract requirements, available daylight hours, and critical-path construction schedules. The plan could include measures such as coordinating material drop-offs and offering collective worker parking and transit to the job site.</p> <ul style="list-style-type: none"> • Reduce Single-Occupant-Vehicle Mode Share for Construction Workers. To minimize parking demand and vehicle-trips by construction workers, the project sponsors should require that the construction contractor include methods in the construction traffic control plan to encourage workers to walk, bicycle, carpool, or use transit to access the project site. • Provide Project Construction Updates to Adjacent Residents and Businesses. To minimize construction impacts on access for nearby residences, institutions, and businesses, the project sponsors should provide regular updates on project construction to nearby residents and adjacent businesses via a newsletter and/or website. The updates could describe construction activities, peak construction vehicle activities (e.g., concrete pours), and travel lane closures. 				
<p>Improvement Measure I-C-TR-1: Reconfigure Eastbound Approach at Jennings Street/Evans Avenue/Middle Point Road</p> <p>To improve vehicular mobility at the Jennings Street/Evans Avenue/Middle Point Road intersection under either the proposed project or the variant, the project sponsors should fund, and SFMTA should implement, improvements to reconfigure the eastbound Evans Avenue approach of the Jennings Street/Evans Avenue/Middle Point Road intersection from one 100-foot left-turn pocket, one shared through/left lane, and one shared through/right lane to one 100-foot left turn pocket, one through lane, and one shared through/right lane. No additional right-of-way would be required to implement this improvement. The project sponsors should fund their fair-share cost of the design and implementation of this improvement.</p>	SFMTA.	Fair share payment to SFMTA: Later of (i) issuance of the certificate of occupancy for the first building on the 700 Innes property, or (ii) start of construction of transit improvements described in I-C-TR-1.	SFMTA	Project sponsors' obligations deemed complete once fair share payment is made. SFMTA's obligations deemed complete once construction activities are finished.

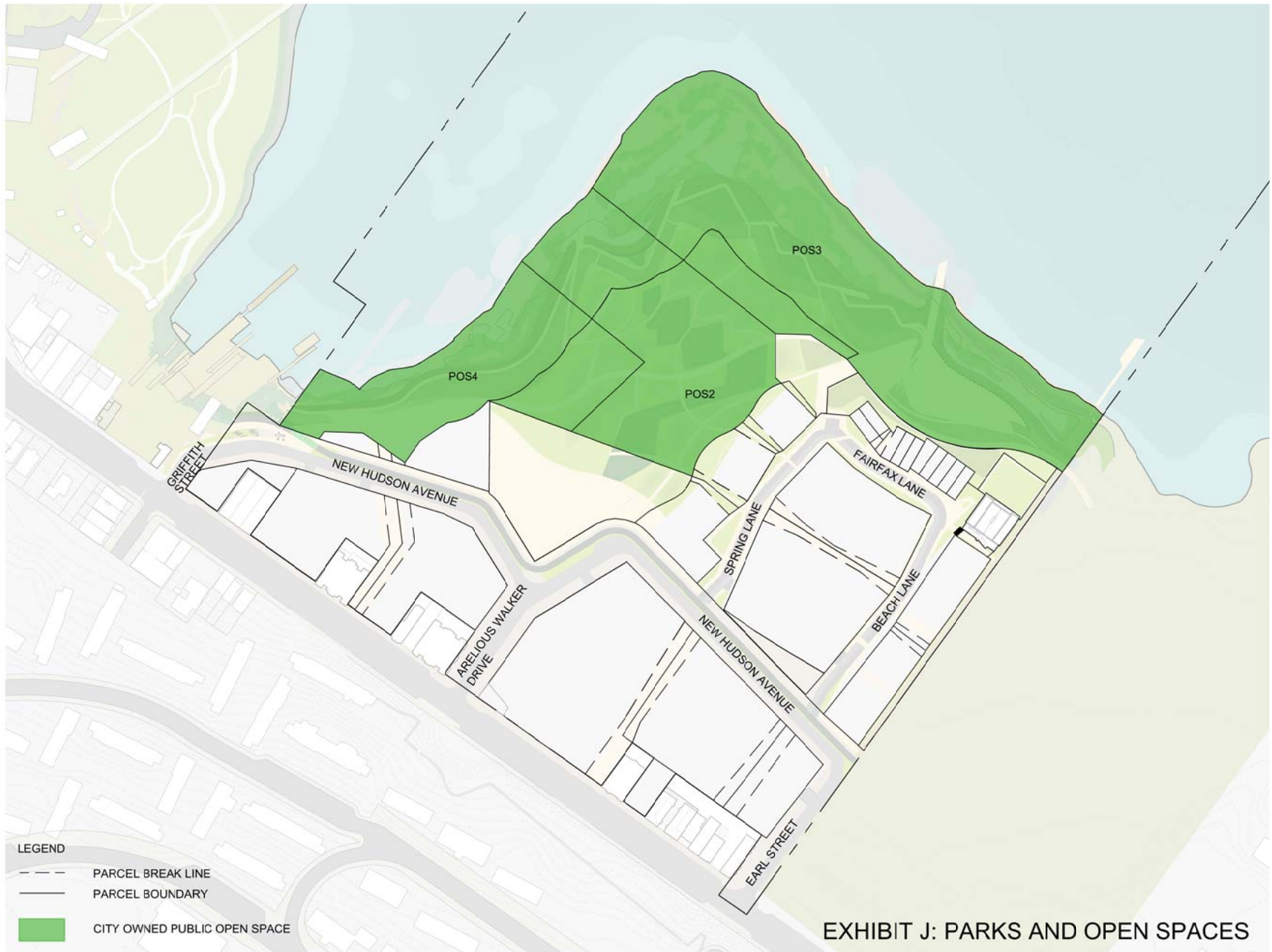
Table 2: Improvement Monitoring and Reporting Program

NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
<p>Responsibility for funding the implementation of this improvement measure would be based on the relative contribution of each of the four properties to the increase in traffic volumes at the intersection. At this location, 1 percent of the added vehicle-trips would be generated by the India Basin Shoreline Park property, 0 percent would be generated by the 900 Innes property, 1 percent would be generated by the India Basin Open Space property, and 98 percent would be generated by the 700 Innes property.</p> <p>This improvement is feasible pending endorsement and subsequent funding commitment from SFMTA.</p>				

EXHIBIT L

Parks and Open Space Plan



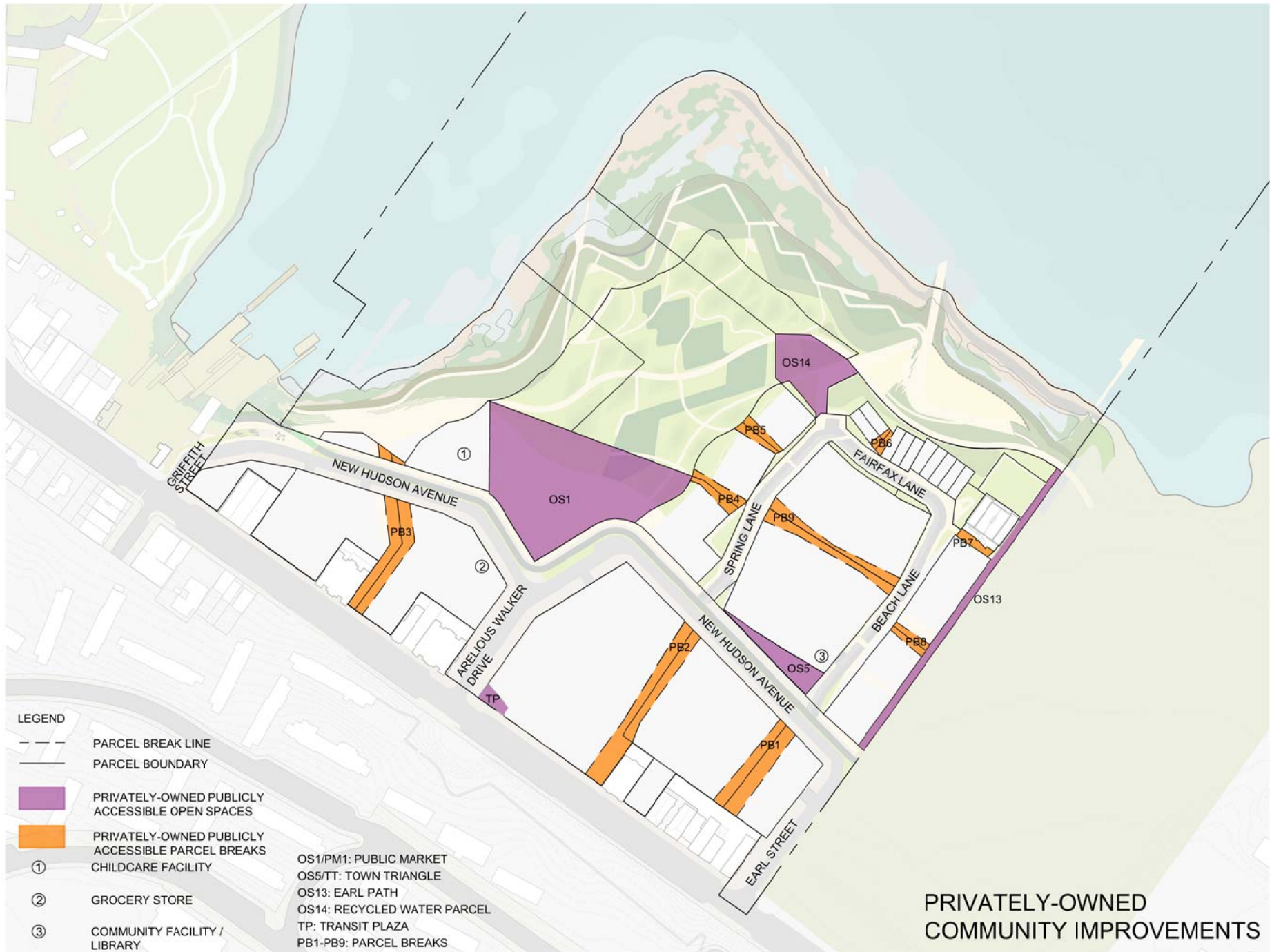
LEGEND
- - - - - PARCEL BREAK LINE
————— PARCEL BOUNDARY

 CITY OWNED PUBLIC OPEN SPACE





EXHIBIT J: PARKS AND OPEN SPACES

EXHIBIT M

Privately-Owned Community Improvements



LEGEND

-  PARCEL BREAK LINE
-  PARCEL BOUNDARY
-  PRIVATELY-OWNED PUBLICLY ACCESSIBLE OPEN SPACES
-  PRIVATELY-OWNED PUBLICLY ACCESSIBLE PARCEL BREAKS
- ① CHILD CARE FACILITY
- ② GROCERY STORE
- ③ COMMUNITY FACILITY / LIBRARY

- OS1/PM1: PUBLIC MARKET
- OS5/TT: TOWN TRIANGLE
- OS13: EARL PATH
- OS14: RECYCLED WATER PARCEL
- TP: TRANSIT PLAZA
- PB1-PB9: PARCEL BREAKS

**PRIVATELY-OWNED
COMMUNITY IMPROVEMENTS**

Exhibit M-2

Regulations Regarding Access and Maintenance of Certain Privately-Owned Community Improvements

These Regulations Regarding Access and Maintenance of Certain Privately-Owned Community Improvements (“Regulations”) shall govern the use, maintenance, and operations of those certain Privately-Owned Community Improvements that are designed as Full Public Access (each, a “Full Public Access Improvement” and collectively, the “Full Public Access Improvements”). The Full Public Access Improvements are the Privately-Owned Public Spaces (as defined in Paragraph 5 of this Exhibit), including the Town Triangle (OS1), Transit Plaza, the publicly accessible portions of OS 14, and Public Market (all as defined in the Phasing Plan and the *India Basin Design Standards and Guidelines*) and those sidewalks, bike paths, and pedestrian paths within the Project Site, including Earl Path and the Parcel Breaks (as defined in the Phasing Plan and the *India Basin Design Standards and Guidelines*), not dedicated to the City.

1. Public Use. Upon completion of the Full Public Access Improvements in accordance with the Development Agreement and the Phasing Plan, Developer or successor Master HOA shall offer the Full Public Access Improvements for the use, enjoyment and benefit of the public for open space and recreational purposes only including, without limitation, leisure, social activities, picnics and barbecues, playgrounds, sports, and authorized special events, as applicable and as set forth in these Regulations: provided, however, that Developer may use the Full Public Access Improvements for temporary construction staging related to adjacent development (during which time the subject Full Public Access Improvement shall not be used by the public) to the extent that such construction is in accordance with this Development Agreement, the Approvals, and any Later Approvals.
2. No Discrimination. Developer shall not discriminate against or segregate any person, or group of persons, on account of race, color, religion, creed, national origin, gender, ancestry, sex, sexual orientation, age, disability, medical condition, marital status, or acquired immune deficiency syndrome, acquired or perceived, in the use, occupancy, tenure, or enjoyment of the Full Public Access Improvements.
3. Maintenance Standard. The Full Public Access Improvements shall be operated, managed, and maintained in a clean and safe condition in accordance with the anticipated and foreseeable use thereof.
4. Temporary Closure. Developer shall have the right, without obtaining the prior consent of the City or any other person or entity, to temporarily close any or all of the Full Public Access Improvements to the public from time to time for one of the following two reasons. In each instance, such temporary closure shall continue for as long as Developer reasonably deems necessary to address the circumstances below:

- a. Emergency. In the event of an emergency or danger to the public health or safety created from whatever cause (including, but not limited to, flood, storm, fire, earthquake, explosion, accident, criminal activity, riot, civil disturbances, civil unrest, unlawful assembly, or loitering), Developer may temporarily close the Full Public Access Improvements (or affected portions thereof) in any manner deemed necessary or desirable to promote public safety, security, and the protection of persons and property; or
 - b. Maintenance and Repairs. Developer may temporarily close the Full Public Access Improvements (or affected portions thereof) in order to make any repairs or perform any maintenance as Developer, in its reasonable discretion, deems necessary or desirable to repair, maintain, or operate the Full Public Access Improvements; provided such closure may not impede emergency vehicle access.
- 5. Operation of the Privately Owned Public Spaces. Operation of the Privately Owned Public Spaces (defined below) shall be subject to the additional requirements of this Paragraph. For the purposes of these Regulations, the “Privately Owned Public Spaces” means each of the following Full Public Access Improvements: (1) Town Triangle; and (2) Public Market. Each of the Privately Owned Public Spaces are described in more detail in the Phasing Plan and the *India Basin Design Guidelines and Standards*.
 - a. Hours of Operation. The Privately Owned Public Spaces shall be open and accessible to the public for a minimum of seven (7) days per week during the daylight hours, unless reduced hours are (i) approved in writing by the City, (ii) otherwise expressly provided for in this Agreement (including, without limitation, Paragraphs 4 and 5(b) of these Regulations), or (iii) reasonably imposed by Developer, with the City’s reasonable consent, to address security concerns. No person shall enter, remain, stay, or loiter in the Privately Owned Public Spaces when the Privately Owned Public Spaces are closed to the public, except persons authorized in conjunction with a Special Event or other temporary closure, or authorized service and maintenance personnel. The Transit Plaza will be open twenty (24) four hours per day, seven (7) days per week, except for closures permitted under Paragraph 4 above. The publicly accessible portions of OS 14 will be open during the same hours as the Big Green, except for closures permitted under Paragraph 4 above.
 - b. Special Events. Developer shall have the right to close temporarily to the public all or portions of a Privately Owned Public Spaces for a period of up to forty-eight (48) consecutive hours in connection with the use of the subject Privately Owned Public Space for a private special event such as fundraisers, picnics, community sponsored events, weddings, and small protests (each, a “Special Event” and collectively, “Special Events”). All Special Events must comply with all applicable laws. Prior to closing any Privately Owned Public Spaces for a Special Event, a notice of the closure shall be posted at all major entrances to the

subject Privately Owned Public Spaces for a period of seventy-two (72) hours prior to the Special Event. Developer may require payment of a permit fee or other charge for use of the Privately Owned Public Spaces for Special Events. Developer shall not schedule more than two (2) Full Closure Special Events per Privately Owned Public Space per month throughout the year, if such Special Event requires closure of more than forty (40) percent the entire Privately Owned Public Space. Developer shall not schedule more than five (5) Partial Closure Special Events per Privately Owned Public Space per month throughout the year, if such Partial Closure Special Events per Privately Owned Public Space per month throughout the year, if such Partial Closure Special Event requires the closure of up to forty (40) percent of the area of the Privately Owned Public Space or less. Developer shall have the right to exceed these numbers with the City's consent, not to be unreasonably withheld.

c. Public Events.

- i. Members of the public or other entities sponsoring public events ("Event Sponsors") shall have the right to request the use of the Privately Owned Public Spaces for privately- or publicly-sponsored special events, including meetings, receptions, seminars, lectures, concerts, art displays, exhibits, demonstrations, marches, conventions, parades, gatherings, and assemblies, that do not require the closure of the Privately Owned Public Spaces to the public (collectively, "Public Events"). All Public Events must be approved in advance by Developer and are subject to any required approvals or permits from applicable City Agencies with jurisdiction over the Public Event. It shall be the sole responsibility of the requesting member of the public to obtain any such required permits or approvals. Developer may require payment in the form of a permit fee or other charge for use of the Privately Owned Public Spaces for Public Events, so long as the permit fee and/or use charge do not exceed the reasonable costs for administration, maintenance, security, liability, and repairs associated with such event. Developer shall post via the web a clear explanation of the application process and criteria for review and approval of such Public Events and send copies of such criteria and application forms to the Planning Director for the purpose of each Department publishing such criteria and application forms if they so choose.
- ii. Good Neighbor Policies. Event Sponsors shall manage the Privately Owned Public Spaces in accordance with the following good neighbor policies during the times of use: the quiet, safety, and cleanliness of the space and its adjacent area shall be maintained in accordance with these Regulations; proper and adequate storage and disposal of debris and garbage shall be provided; noise and odors, unless otherwise permitted, shall be contained within immediate area of the Privately Owned Public

Spaces so as not to be a nuisance to neighbors; notices shall be prominently displayed during events that urge patrons to leave the Privately Owned Public Spaces premises and neighborhood in a quiet, peaceful, and orderly fashion and to please not litter or block driveways in the neighborhood (such notices shall be removed promptly after each event); and the Event Sponsors or its employees or volunteers shall walk a 100-foot radius from the Privately Owned Public Spaces sometime within thirty (30) minutes after the event and shall pick up and dispose of any discarded beverage containers and other trash left by patrons.

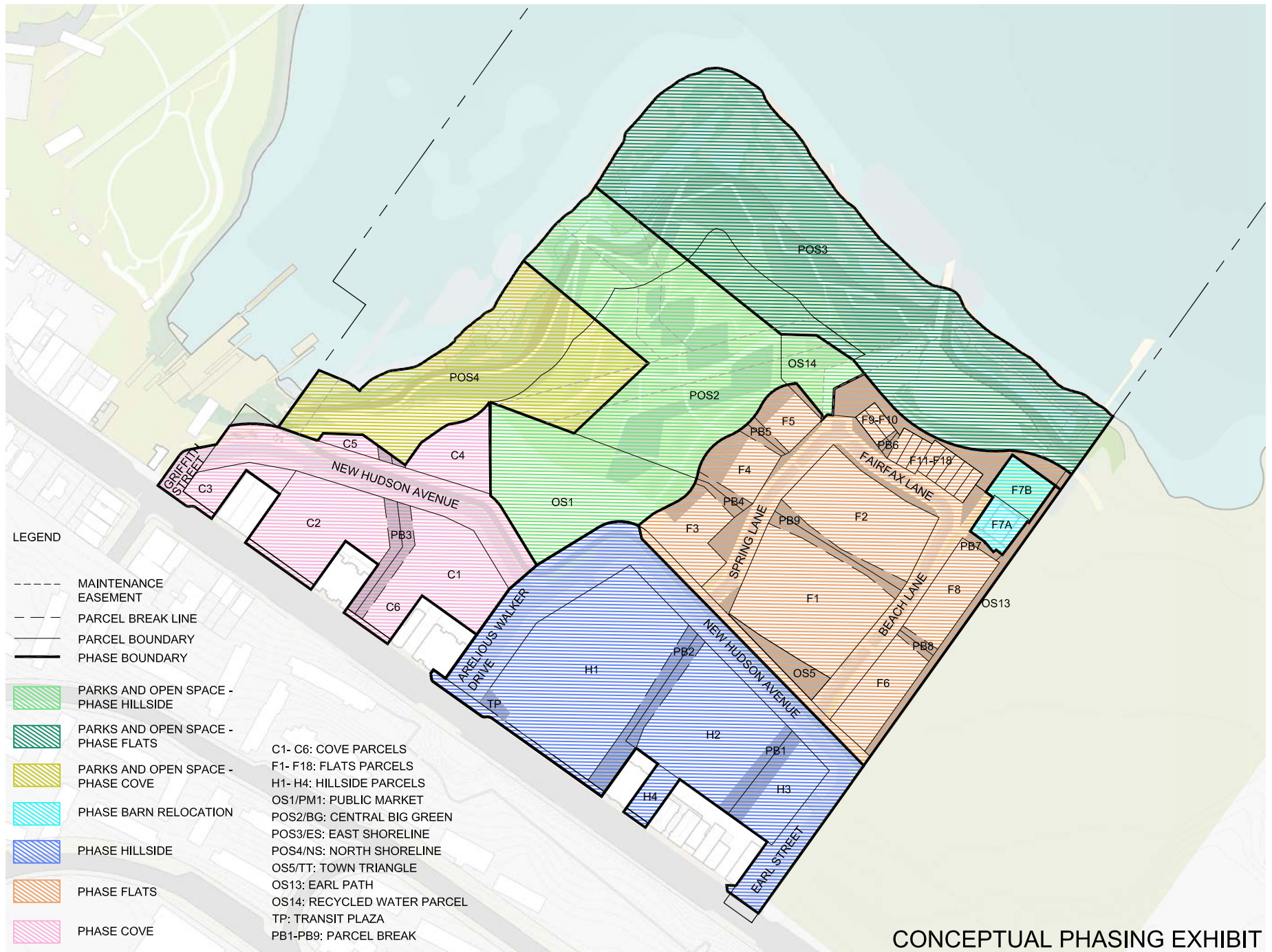
- d. Signs. Developer shall post signs at the major public entrances to the Full Public Access Improvements (excluding sidewalks, bike paths, and pedestrian paths), that each a is privately-owned public open space (“POPOS”) in accordance with all laws and signage requirements clearly indicating the public right to use the space in accordance with these Regulations, setting forth the applicable regulations imposed by these Regulations, hours of operation, and a telephone number to call regarding security, management or other inquiries.
6. Permissive Use. Developer may post at each entrance to the Full Public Access Improvements, or at intervals of not more than 200 feet along the boundary, signs reading substantially as follows: “Right to pass by permission, and subject to control of owner: Section 1008, Civil Code.” Notwithstanding the posting of any such sign, no use by the public nor any person of any portion of the Full Public Access Improvements for any purpose or period of time shall be construed, interpreted, or deemed to create any rights or interests to or in the Full Public Access Improvements other than the rights and interests expressly granted in this Development Agreement. The right of the public or any person to make any use whatsoever of the Full Public Access Improvements or any portion thereof is not meant to be an implied dedication for the benefit of, or to create any rights or interests in, any third parties.
7. Arrest or Removal of Persons. Developer shall have the right (but not the obligation) to use lawful means to effect the removal of any person or persons who creates a public nuisance, who otherwise violates the applicable rules and regulations, or who commits any crime including, without limitation, infractions or misdemeanors in or around the Full Public Access Improvements.
8. Project Security During Period of Non-Access. Developer shall have the right to block entrances to install and operate security devices and to maintain security personnel in and around the Full Public Access Improvements to prevent the entry of persons or vehicles during the time periods when public access to the Full Public Access Improvements or any portion thereof is restricted or not permitted pursuant to this Development Agreement. Developer’s proposal to install permanent architectural features that serve as security devices such as gates and fences shall be subject to design review as detailed in the Development Agreement and the Project SUD (including SFFD, as appropriate).

9. Removal of Obstructions. Developer shall have the right to remove and dispose of, in any lawful manner it deems appropriate, any object or thing left or deposited on the Full Public Access Improvements deemed to be an obstruction, interference, or restriction of use of the Full Public Access Improvements for the purposes set forth in this Agreement, including, but not limited to, personal belongings or equipment abandoned in the Full Public Access Improvements during hours when public access is not allowed pursuant to these Regulations.

10. Temporary Structures. Subject to Developer's right to use the Full Public Access Improvements for temporary construction staging related to adjacent development as set forth in Paragraph 1 of this Exhibit, no trailer, tent, shack, or other outbuilding, or structure of a temporary character, shall be used on any portion of the Full Public Access Improvements at any time, either temporarily or permanently; provided, however, that Developer may approve the use of temporary tents, booths, and other structures in connection with Public Events or Special Events.

EXHIBIT N

Phasing Plan and Phasing Diagram



CONCEPTUAL PHASING EXHIBIT


EXHIBIT O

Map of Public Improvements



PUBLIC IMPROVEMENTS

 RPD PARKS AND OPEN SPACE

 STREETS, SIDEWALKS, BIKE PATHS, AND BULBOUTS

 PRIVATELY OWNED, PUBLICLY ACCESSIBLE OPEN SPACE

 INNES AVENUE IMPROVEMENTS

EXHIBIT P

Public Trust Exchange Agreement

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**Recorded at the Request of and
When Recorded Mail to:**

Andrew Kershen
Legal Department
California State Lands Commission
100 Howe Avenue, Suite 100-South
Sacramento, California 95825-8202

STATE OF CALIFORNIA
OFFICIAL BUSINESS:
Document entitled to free
Recordation Pursuant to
Government Code Section 27383
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[Space Above for Recorder's Use]

SLC File No.: _____
APNs: _____

**PUBLIC TRUST EXCHANGE AND TITLE SETTLEMENT AGREEMENT FOR INDIA
BASIN**

This LAND EXCHANGE AND TITLE SETTLEMENT AGREEMENT FOR INDIA BASIN (“**Agreement**”) is dated for reference as of _____, 2018. The parties to the Agreement are the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION (“**Commission**”), the CITY AND COUNTY OF SAN FRANCISCO, a charter City (“**City**”), and _____ LLC, a _____ limited liability company (“**Developer**”), pursuant to Section 5 of Chapter 310 of the Statutes of 1987 (“**Chapter 310**”).

RECITALS

A. This Agreement concerns approximately 29 acres of land situated within and adjacent to the area commonly known as India Basin (“**Project Area**”), as more particularly shown on Exhibit A attached hereto. The Project Area consists in part of uplands, and in part of former tide and submerged lands (collectively “**tidelands**”) that have been filled and reclaimed.

B. This Agreement authorizes an exchange of lands that will impress or confirm the public trust on certain lands within the Project Area (“**Trust Addition Lands**”), described in Exhibit B (Legal Description and Illustrative Plat of Trust Addition Lands), and will terminate any public trust interest in certain other lands within the Project Area (“**Trust Termination Lands**”), described in Exhibit C (Legal Description and Plat of Trust Termination Lands). The Trust Addition Lands and Trust Termination Lands are referred to together as the “**Exchange Lands**.”

C. Upon its admission to the Union on September 9, 1850, the State of California (“**State**”), by virtue of its sovereignty, received all right, title, and interest in the tidelands within

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its boundaries up to the ordinary high water mark, subject to the public trust for commerce, navigation and fisheries (“**Public Trust**”).

D. Most of the former and current tidelands within the Project Area were granted by the State into private ownership in the 1800s. Chapter 325 of the Statutes of 1863 authorized the Commissioners of Swamp and Overflowed Lands to sell certain State-owned lands waterward of Hunters Point, including a portion of the Project Area, to the South San Francisco Homestead and Railroad Association (“**SSF Homestead**”). Chapter 543 of the Statutes of 1868 authorized the Board of Tide Land Commissioners (“**BTLC**”) to auction into private ownership additional State-owned tidelands in the southern portion of the City, including portions of the Project Area, but reserving to the State certain mapped streets and other areas reserved for public purposes. Developer’s title to certain former tidelands within the Project Area derives from grants of those lands by State into private ownership pursuant to these early statutes and from the conveyance by the City of portions of vacated streets as described in Recital F below. Developer also owns certain historic uplands within the Project Area. The lands owned by Developer (or to be acquired by Developer prior to closing) within the Project Area that will be included in the Exchange Lands are described and depicted for illustrative purposes in Exhibit D (“**Developer-Owned Exchange Lands**”). As shown on Exhibit D, the Developer-Owned Exchange Lands include (1) lands currently owned by Developer, (2) any portions of Hudson Avenue, Arelious Walker Drive, and Earl Street that have been vacated by the City and conveyed to Developer as of the date of the initial closing of the trust exchange contemplated under this Agreement (the “**Street Vacation Parcels**”) and (3) a parcel that Developer may acquire in the future under an existing Option to Purchase (the “**Wintersteen Option Parcel**”). Because conveyances to Developer of the Wintersteen Option Parcel may occur after the initial closing of the trust exchange contemplated under this Agreement, this Agreement allows for a subsequent closing that will terminate the trust on the Wintersteen Option Parcel when acquired by Developer.

E. Pursuant to Chapter 1333 of the Statutes of 1968 (as amended, “**Burton Act**”), the State granted to the City the State’s sovereign right, title and interest in certain tidelands within the boundaries of the City, to be held in trust for purposes of commerce, navigation, and fisheries and subject to the terms and conditions specified in the Burton Act (“**Burton Act Trust**”). The Burton Act Trust and the Public Trust are collectively referred to herein as the “**Trust**.” As required by the Burton Act, the granted lands are under the administration and control of the City acting by and through the San Francisco Port Commission (“**Port**”). The granted lands held by the Port include certain paper streets within the Project Area mapped by the BTLC.

F. In 1986, in exchange for the City’s vacation and conveyance to Developer’s predecessor of certain public rights-of-way within the Project Area, the City acquired approximately 10 acres of privately owned lands within the Project Area for streets and a shoreline park. The park lands acquired by the City consist of lands previously granted into private ownership under Chapter 543 of the Statutes of 1868 and comprise the India Basin Open Space. These park lands are under the jurisdiction of the City acting by and through the San Francisco Recreation and Park Commission (“**RecPark**”). The streets owned by the City (other than the Burton Act streets) are managed by San Francisco Public Works (“**SFPW**”).

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G. The historic conveyances of the State's tidelands into private ownership and the partial reclamation of those lands has created substantial uncertainty as to the present configuration of Trust lands within the Project Area. The Trust status of the lands originally conveyed to SSF Homestead, and of the lands conveyed by the BTLC that were never filled and reclaimed, is in dispute. In addition, the lands conveyed by the BTLC that have been filled and reclaimed, including much of the present waterfront, are free of the Trust by application of the decision of the California Supreme Court in *City of Berkeley v. Superior Court* (1980) 26 Cal. 3d 515. As a result, within the Project Area, large portions of the shoreline are free of the Trust or have disputed Trust status, and the majority of the submerged lands are in private ownership with disputed Trust status. The Trust lands held by the Port consist primarily of paper street fragments within the India Basin Open Space and are separated by non-trust blocks. The SSF Homestead lands are mostly cut off from the water and are not useful for Trust purposes, but cannot be developed without resolution of Trust title issues.

H. Developer has proposed a development plan for the Project Area ("**Project**") that includes contributing private land to substantially expand India Basin Open Space into a major waterfront park ("**India Basin Park**"), with connections to India Basin Shoreline Park and the historic Shipwright's Cottage to the north, and to the future Northside Park in the former Hunters Point Shipyard to the south. The Project requires the Developer to construct a network of new and improved parks and open spaces within the Project Area that will draw visitors to the immediately adjacent waterfront. The Project would also extend the Blue Greenway portion of the San Francisco Bay Trail, which connects China Basin to Candlestick Point, to include pedestrian and bicycle connections to and along the shoreline. Outside of India Basin Park, the Project would include development of a mixed-use project that would allow for residential, commercial, institutional, and recreational and art uses, and include space for a new childcare facility, grocery store, and community center. The Project will provide protections against sea level rise and fund the ongoing maintenance of the India Basin Park, 900 Innes, and India Basin Shoreline Park in perpetuity through a Community Facilities District (CFD). The City has approved a development agreement for the Project ("**Development Agreement**"), authorizing development of the Project and related conveyances of land that will require implementation of the exchange authorized herein.

I. Chapter 310 authorizes the City, subject to Commission approval, to exchange City property subject to the Trust for property not subject to the Trust if the City and the Commission determine that the land to be exchanged out of the Trust: (1) has been filled and reclaimed; (2) is cut off from access to the waters of the Bay; (3) represents a relatively small portion of the granted tide and submerged lands; (4) is no longer needed or required for the promotion of the Trust; and (5) can be removed from the Trust without causing any substantial interference with Trust uses and purposes. In addition, the land to be exchanged into the Trust must have an economic value equal to or greater than the economic value of land to be exchanged out of the Trust. This Agreement sets forth the procedures for and the terms of an exchange pursuant to Chapter 310. The findings made in support of this Agreement are in accordance with Chapter 310.

J. The land exchange and title settlement described in this Agreement is needed to confirm the State's sovereign interest in certain lands subject to the Trust; to confirm or impress the Trust on the lands of greatest value to the Trust in the Project Area; to confirm as non-Trust,

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or terminate the Trust in, areas that are of little value to the Trust, thereby making development of those areas economically feasible; and to allow the Project Area to be used to the greatest benefit of the people of this State.

K. The exchange will place or confirm in the Trust most of the shoreline lands comprising India Basin Park (approximately __ acres), and will terminate the Trust in approximately __ acres of former tidelands within the Project Area that have been filled and reclaimed, are cut off from access to the waterfront, and are no longer needed for Trust purposes. None of the Trust Termination Lands are lands granted to the City by the State. All of the Trust Termination Lands are lands previously conveyed by the State to private parties, some of which were later acquired by the City. The Parties dispute the trust status of the Trust Termination Lands and the Parties wish to settle their claims pursuant to the exchanges contemplated by this Agreement.

L. The Parties have conducted independent studies and evaluations of the title evidence, the principles of law, and the merits of their legal positions. The Commission has reviewed an appraisal and other information prepared to analyze monetary value of the Trust Termination Lands and the Trust Addition Lands and has reached an independent conclusion regarding the economic value of these properties. The monetary value of land or interests in land to be received as Trust Addition Lands is equal to or greater than the monetary value of the land or interests in land to be given in the Trust Termination Lands.

M. The land title transfers provided for in this Agreement will be accomplished through the following recorded conveyances, subject to the conditions of closing and other terms and conditions of this Agreement:

(i) City will convey to the Commission all of its right, title and interest in the Exchange Lands by quitclaim deed;

(ii) Developer will convey to the Commission all of its right title and interest in the Developer-Owned Exchange Lands by quitclaim deed;

(iii) After accepting the above conveyances, the Commission will convey to City all of its right title and interest in the Trust Addition Lands, subject to the Trust; and

(iv) The Commission will convey by patent the Trust Termination Lands to Developer in part, and to the City in part, free of the Trust.

N. The San Francisco Board of Supervisors, by Ordinance _____, adopted on _____, approved this Agreement and authorized the Port, RecPark and the Director of Real Estate to enter into this Agreement on behalf of the City. The San Francisco Port Commission approved this agreement by Resolution _____ adopted on _____. The San Francisco Recreation and Park Commission approved this agreement by Resolution _____ adopted on _____. The Commission approved this Agreement at its meeting of _____.

AGREEMENT

In consideration of the foregoing recitals and the following conveyances and terms, the Parties hereby agree as follows:

1. Conveyances to Effectuate Exchange. Subject to the conditions of closing and other terms and conditions of this Agreement, the Parties shall make the following conveyances of property:

a. City Conveyance to State. City shall convey, remise, release, and forever quitclaim to the Commission all of City's right, title, and interest, including any right, title and interest held in trust pursuant to the Burton Act, in the Exchange Lands. The conveyance shall be by Quitclaim Deed in the form of Exhibit E (Form of City Quitclaim Deed).

b. Developer Conveyance to State. Developer shall convey, remise, release, and forever quitclaim to the Commission all of Developer's right, title, and interest in the Developer-Owned Exchange Lands, which conveyance shall be by quitclaim deed in the form of Exhibit F (Form of Developer Quitclaim Deed). If the Street Vacation Parcels have not been conveyed to Developer as of the date of the Initial Closing Phase described in Section 2 below, then the Street Vacation Parcels will not be excluded from the Developer-Owned Exchange Lands, but will be included in the Exchange Lands conveyed by the City under Section 1.a above.

c. State Conveyance of Trust Addition Lands to City. The Commission shall convey, remise, release, and forever quitclaim, in trust, to City all of the State's right, title, and interest (including any right, title, and interest existing by virtue of its sovereignty) in the Trust Addition Lands, including, without limitation, those portions of the Trust Addition Lands that are to be conveyed by Developer to the City as provided by the Development Agreement ("**Developer Trust Addition Lands**"), which conveyance shall be by Patent in the form of Exhibit G (Form of Public Trust Patent), and the lands conveyed shall be held by Port as sovereign lands subject to the Trust.

d. State Conveyance of Developer Trust Termination Lands to Developer. The Commission shall convey, remise, release, and forever quitclaim to Developer all of the State's right, title, and interest (including any right, title, and interest existing by virtue of its sovereignty) in that portion of the Trust Termination Lands to be owned by Developer as provided by the Development Agreement ("**Developer Trust Termination Lands**"), which conveyance shall be by Patent in the form of Exhibit H (Form of Developer Trust Termination Patent) and shall specifically release and terminate any Trust interest in the lands conveyed.

e. State Conveyance of City Trust Termination Lands to City. The Commission shall convey, remise, release, and forever quitclaim to City all of the State's right, title, and interest (including any right, title, and interest existing by virtue of its sovereignty) in that portion of the Trust Termination Lands to be owned by City as provided by the Development Agreement ("**City Trust Termination Lands**"), which conveyance shall be by Patent in the form of Exhibit I, and shall specifically release and terminate any Trust interest in the lands conveyed, and these lands shall be held by the City's Real Estate Division free of the Trust.

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2. Conveyance Order and Timing. The conveyances listed in Section 1 shall be effected as a single closing phase, or two closing phases, as described in this Section 2. At a minimum, the first closing phase (the “**Initial Closing Phase**”) will include all Exchange Lands other than the Wintersteen Option Parcel. If the Wintersteen Option Parcel has not yet been conveyed to Developer at the time of the Initial Closing Phase, then a subsequent closing phase will occur on or after the date that Developer acquires title to the Wintersteen Option Parcel in accordance with the procedures under Section 1.a (City Conveyance to State); 1.b (Developer Conveyance to State); and 1.d (State Conveyance of Developer Trust Termination Lands to Developer). Each conveyance und, above, shall be recorded in the public records of the City and County of San Francisco (“**Public Records**”) sequentially and on the same day.

3. State Minerals Reservation. The Commission excepts from the conveyances of the Trust Addition Lands made by the Commission pursuant to this Agreement and reserves unto the State, its successors and assigns, forever, any and all minerals and any and all mineral rights in the lands of every kind and character now known to exist or hereafter discovered in the Trust Addition Lands. Such mineral rights shall include, but are not limited to, oil and gas rights, together with the sole, exclusive, and perpetual right to explore for, remove, and dispose of those minerals by any means or methods suitable to the State or to its successors and assigns, except that, this reservation shall not include the right of the State or its successors or assigns in connection with any mineral reservation, removal, or disposal activity, to do either of the following: (1) enter upon, use or damage the surface of the lands or interfere with the use of the surface by City or City’s successor, assigns, or lessees; or (2) conduct any mining activities of any nature whatsoever above a plane located five hundred (500) feet below the surface of the lands without written permission of City or its successors or assigns.

4. Commission Findings. The Commission, effective upon recordation of this Agreement, makes the following findings as required by Chapter:

a. The Trust Termination Lands have been filled and reclaimed and are cut off from access to the waters of San Francisco Bay

b. The lands or interests in lands in which the Trust will be terminated constitute a relatively small portion of the lands granted to the City and County of San Francisco and are no longer is needed or required for the promotion of the Trust.

c. No substantial interference with Trust uses and purposes will ensue by virtue of the exchange.

d. The lands or interests in lands to be impressed with the Trust have an economic value equal to or greater than that of the lands or interests in lands removed from the Trust.

5. Additional Findings. The Commission, effective upon execution and recordation of this Agreement, has made findings under CEQA based on the Environmental Impact Report for the Project, certified by the Planning Commission on July 26, 2018 (Planning Department Case No. 2014-002541ENV; State Clearinghouse No. 2016062003) (the “**India Basin EIR**”).

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6. Closing. “**Closing**” or “**Closing Date**” shall mean the date that this Agreement (if not previously recorded) and the conveyances described in Section 1 above are recorded in the Public Records. If the Closing occurs in two phases, then each date of closing will be considered a “Closing” or Closing Date.” The Closing shall be consummated through the offices of [Chicago Title; address] (the “**Title Company**”), Escrow No. [_____], attention [_____] (the “**Escrow**”). Upon satisfaction of all pre-conditions to Closing required pursuant to the Development Agreement, Developer and City shall establish an escrow with the Title Company and City shall provide written notice to the Executive Officer of the Commission and designated representative of Developer (the “**Closing Notice**”). The Closing Notice shall include a list of all documents required to close escrow with required signatories indicated, and drafts of all deeds, instruments, certificates of acceptance, title commitments, and other documents that are required for the closing and are within City’s and/or Developer’s responsibility and control. The Parties shall use commercially reasonable efforts to close within 90 days of receipt of the notice.

7. Procedures for Adjusting Parcel Boundaries. The Parties anticipate that a number of development approvals within the Project Area, including the approval of detailed infrastructure plans, subdivision maps, and parcel maps, will be obtained after the effective date of this Agreement and, in some cases, after the exchange has closed. The engineering and design information developed in connection with those approvals will assist in determining the precise location of land parcel boundaries and of project infrastructure. Accordingly, minor adjustments to the boundaries between the Trust Addition Lands and the Trust Termination Lands, as those boundaries are depicted in the exhibits to this Agreement, or as they may be described in deeds implementing this Agreement, may become necessary or desirable as more detailed site information is developed. Such a change (“**Parcel Boundary Adjustment**”) shall proceed in accordance with the following procedures:

a. The City (with the consent of Developer if the adjustment would affect the boundary line of property to be conveyed to Developer), may request from the Executive Officer approval of a Parcel Boundary Adjustment. The City or Developer shall provide the Executive Officer with any maps, legal descriptions, surveys, or other information necessary to review the proposed Parcel Boundary Adjustment. The Executive Officer shall approve the Parcel Boundary Adjustment if he or she finds in his or her sole discretion that the Parcel Boundary Adjustment would not constitute a material change in parcel boundaries (a “**Material Parcel Change**”). If the Executive Officer determines that the proposed Parcel Boundary Adjustment would constitute a Material Parcel Change, he or she shall refer the Parcel Boundary Adjustment to the Commission, whose consideration of the referral shall proceed pursuant to Section 7.b.

b. The Commission may approve a Parcel Boundary Adjustment if it determines that the Parcel Boundary Adjustment, based on final legal descriptions, would not constitute a Material Parcel Change, or would constitute a Material Parcel Change but the Commission makes the findings set out in Section 4 of this agreement as to the revised Trust Addition Lands configuration. The Commission shall not unreasonably delay or withhold its approval, subject to the required findings.

c. Following Executive Officer or Commission approval, City, Developer, and Commission staff shall cooperate in the actions necessary to effectuate the Parcel Boundary

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Adjustment, including, as necessary, the preparation of legal descriptions, deeds, and revised exhibits to this Agreement, at Developer's sole cost and expense. The Parties shall prepare, execute, and record a Memorandum of Parcel Boundary Adjustment including all revised exhibits, which shall, upon recordation, be deemed to replace the corresponding exhibits to this Agreement. If an approved Parcel Boundary Adjustment affects lands previously conveyed pursuant to this Agreement, the Parties shall cooperate in undertaking any conveyances, lot line adjustments or other actions necessary to effectuate the Parcel Boundary Adjustment as to such lands.

8. Conditions Precedent to Closing.

a. Legal Descriptions. It is a condition precedent to a Party's obligation to close escrow for the conveyance or acceptance of real property that the Party has approved the legal description for the real property, which approval shall not be unreasonably withheld. For the Commission, the Executive Officer may grant such approval; for City, the Director of Real Estate may grant such approval.

b. Commission's Closing Conditions. As a condition precedent to the Commission's obligation to close escrow, the Executive Officer shall have approved:

i. The condition of title and the form of a CLTA title insurance policy to be issued by the title company, in the amount of coverage reasonably requested, for the Trust Addition Lands.

ii. The physical condition of the Trust Addition Lands to be conveyed in the Closing, which may include, without limitation, a determination that work on the Trust Addition Lands is subject to the enforceable mitigation measures and project components prescribed in the India Basin EIR regarding Hazardous Substances, including measures that require Developer to: (1) prepare and implement a Site Mitigation Plan for areas above the mean high-water line where development activities involving subsurface disturbance will occur; (2) prepare and implement a Nearshore Sediment and Materials Management Plan for areas below the mean high-water line for any work bayward of the mean high-water line; and (3) take all required remedial action identified in the foregoing plans to protect human health and the environment with respect to Hazardous Substances in compliance with applicable Environmental Law. For purposes of this Agreement: (1) "**Hazardous Substances**" shall mean any substance which is defined or regulated under any Environmental Law; and (2) "**Environmental Law**" shall mean all present and future federal, state and local laws, statutes, ordinances, regulations, rules, judicial and administrative orders and decrees, permits, licenses, approvals, authorizations and similar requirements pertaining to the protection of human health and safety or the environment.

iii. The Record of Survey described in Section 10 of this Agreement.

c. City's and Port's Closing Conditions. As a condition precedent to City's and Port's obligation to close escrow, all of the following shall have occurred:

i. The Executive Director of the Port and the General Manager of RecPark each shall have approved the matters described in Sections 8(b)(i) through (iii) above.

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ii. Developer shall have satisfied all conditions precedent to the City's obligation to close on the exchange as set forth in the Development Agreement, and Developer shall not be in default under the Development Agreement.

d. Developer's Closing Conditions. As a condition precedent to the Developer's obligation to close escrow, City shall have satisfied all conditions precedent to Developer's obligation to close on the exchange as set forth in the Development Agreement, and City shall not be in default under the Development Agreement.

9. Deposits into Escrow.

a. Commission Deposits. At least two (2) business days prior to the Closing, the Commission shall deposit the following documents into escrow:

i. A certified copy of the Minute Item for Calendar Item No. _____, the Commission public hearing on _____, showing the Commission's approval of this Agreement;

ii. The Executive Officer's written approval of (A) the condition of title to the Trust Addition Lands as shown in pro forma title commitments in coverage amounts acceptable to the Executive Officer, (B) the form of title insurance to be issued, and (C) the physical condition of the Trust Addition Lands;

iii. A duly signed and attested patent in the form of Exhibit J, transferring to the Developer the Developer Trust Termination Lands, free of the Trust;

iv. A duly signed and attested patent in the form of Exhibit K, transferring to the City the City Trust Termination Lands, free of the Trust; and

v. A duly signed and attested patent in the form of Exhibit I transferring to City the Trust Addition Lands, subject to the Trust.

b. City Deposits. At least two (2) business days prior to the Closing, City shall deposit the following documents into escrow:

i. Certified copies of Board of Supervisors [**Ordinance/Reso**] _____ adopted on _____, 2018, Port Commission Resolution _____ adopted on _____, 2018, and Recreation and Parks Commission Resolution ____, adopted on ____, 2018, each authorizing entry into this Agreement; and

ii. A duly signed and acknowledged quitclaim deed from City in the form of Exhibit G, transferring to the Commission all of City's right, title and interest in the Exchange Lands.

iii. An open space covenant in the form of Exhibit J governing Rec Park operation and management of the Public Trust Lands for park and open space use.

c. Developer Deposits. At least two (2) business days prior to the Closing, Developer shall deposit the following documents into escrow:

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i. A duly signed and acknowledged quitclaim deed from Developer in the form of Exhibit H, transferring to the Commission all of Developer's right, title and interest in the Developer-Owned Exchange Lands; and

ii. Pro forma CLTA title insurance commitments for the Trust Addition Lands, in a form and with coverage amounts approved by the Commission.

d. All patents and quitclaim deeds deposited into escrow which name either City or the Commission as grantee shall include a certificate of acceptance duly executed by the grantee (which certificate may be deposited into escrow separately by the grantee), the appropriate attestations or acknowledgments, and any ancillary documents required by state law or the City's Assessor-Recorder, such as an executed Transfer Tax Affidavits and executed Preliminary Changes of Ownership Record.

e. The Parties shall submit to the escrow agent joint escrow instructions substantially conforming to the foregoing, together with any supplemental instructions necessary to effectuate the intent of this Agreement as may be agreed to in writing by the Parties.

10. Records of Survey. Immediately following the Closing, City shall record (or cause to be recorded) in the Public Records a record of survey, reviewed and approved by the Parties and based on field surveys, showing the boundaries of the Trust Addition Lands and Trust Termination Lands. Each record of survey shall establish the physical location of boundaries and shall define same with sufficient controlling monuments appropriately placed. If any boundaries shown on a record of survey are later the subject of a Parcel Boundary Adjustment pursuant to Section 7 of this Agreement, City shall place or cause to be placed monuments sufficient to establish the adjusted boundary, and shall file or cause to be filed in Public Records a record of survey, reviewed and approved by the Executive Officer of the Commission, reflecting the Parcel Boundary Adjustment. Developer shall be responsible for the costs of preparing and recording any survey required by this section. The Commission's approval of the survey may be given by its Executive Officer.

11. Close of Escrow and Recordation. The joint escrow instructions for the shall direct the escrow agent to notify the Parties, upon the agent's receipt of all documents listed and described in the escrow instructions, of its intention to close escrow and to record this Agreement, if not already recorded, and all deeds and patents pertaining to the Closing, in the manner specified in, and subject to the requirements of, the escrow instructions.

12. Impacts of Sea Level Rise.

a. The exchange authorized by this Agreement is intended to establish with certainty the boundary between lands free of the Trust and lands subject to the Trust within the Project Area, which boundary is intended to be fixed and not subject to change by erosion, accretion, reliction, or submergence, whether due to natural or artificial causes. However, if lands established as free of the Trust should later become submerged or subject to the ebb and flow of the tide below the elevation of mean high water, whether due to erosion or sea level rise (**Inundation**), those lands, for so long as the condition of Inundation exists, shall be subject to an easement in favor of the Public Trust; provided, however, that the Public Trust Easement shall not attach until Inundation has existed continuously for five years. Prior to the attachment of the

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Public Trust Easement, neither the Easement nor the Commission shall prevent the right of any owner of the inundated lands to reclaim or otherwise restore the lands to their pre-Inundation condition so long as the owner has begun activities to exercise this right within one year after Inundation. An owner's submittal of an application for any permit required for reclamation or restoration and reasonable efforts to complete the permitting process are sufficient, but not necessary, evidence that the owner has begun to exercise the right to reclamation or restoration provided herein. The Commission may delay the attachment of the Public Trust Easement for a specified period by resolution based upon its finding that reclamation or restoration could not be completed within the five-year period of Inundation specified herein.

b. Nothing in this Agreement obligates the Commission to protect or cause to be protected any privately held uplands, including, but not limited to, constructing or causing to be constructed any protective structures that benefit any privately held uplands. Further, nothing in this Agreement shall be construed as creating any duty on the part of the City or the Commission to the owners or lessees of any properties within the Project Area to provide protection against sea level rise, inundation from any cause, avulsions, or tsunamis.

c. Nothing in this Section is intended to limit (a) rights a Party may have under applicable law to take actions to preserve the boundaries established by this Agreement, including without limitation the rights of a Party to undertake measures to protect its property, including lands freed from the Trust at the locations established pursuant to this Agreement, or to file an action within the applicable limitations period to preserve the title interests of such lands established by this Agreement, or (b) rights the public has under applicable law to navigate, fish, or otherwise use navigable waters on Inundated lands, including but not limited to any rights arising under *Bohn v. Albertson* (1951) 107 Cal.App.2d 738 and *People ex rel Baker v. Mack* (1971) 19 Cal.App.3d 1040.

13. Judicial Confirmation of Validity of Settlement. The City or Developer may choose to submit the settlement embodied in this Agreement to a court of competent jurisdiction to confirm the validity of the settlement by court judgment pursuant to Code of Civil Procedure sections 760.010 through 764.080, inclusive. The Commission shall cooperate with the City and/or Developer in obtaining such a confirmatory judgment. Upon entry of a judgment confirming the validity of the settlement embodied in this Agreement, each Party shall be deemed to have waived any right to appeal from such judgment. Except as the parties may otherwise agree, Developer shall be responsible for all costs incurred by the Commission and the City associated with their participation in a judicial action initiated by Developer pursuant to this section, including without limitation reasonable attorneys' fees and costs.

14. Effect of a Judicial Finding of Invalidity. A judicial determination that any portion of this Agreement is invalid shall not invalidate the remainder. 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 Parties shall amend this Agreement or take other action necessary to achieve the intent of this Agreement in a manner consistent with the ruling of the court.

15. Indemnification and Defense of Claims.

City Comments DRAFT 8-2-18

a. Developer shall indemnify, defend and hold harmless each of the Commission and the City, and each of their respective officers, agencies, commissions, and employees from and against any and all claims, liabilities, losses, costs and expenses (collectively “**Claims**”), including, without limitation, third party Claims and Claims by any governmental agency, in any such case, relating to any Hazardous Substances that (1) as of the date of the Closing, are located at, on, over, under, or flowing through any portion of the Developer Trust Addition Lands, (2) as of the date of the Closing, are located at, on, over, under, or flowing through any portion of the City Trust Termination Lands that is owned by Developer immediately prior to the Closing, (3) any time, whether before or after Closing, result from any remediation activities or improvements to Trust Addition Lands or City Trust Termination Lands performed by or on behalf of Developer, and (4) at any time, whether before or after Closing, are located at, on, over, under, or flowing through any portion of the Developer Trust Termination Lands.

b. City shall indemnify, defend and hold harmless the Commission and its respective officers, agencies, commissions, and employees from and against any and all Claims, including third party Claims and Claims by any governmental agency, relating to any Hazardous Substances that as of the date of Closing are located at, on, over, under, or flowing through any portion of the Trust Addition Lands that is owned by the City immediately prior to the Closing and conveyed to the State at the Closing, except to the extent the Claim relates to remediation activities or improvements to Trust Addition Lands performed by or on behalf of Developer.

c. The Parties agree to use reasonable efforts to defend this Agreement, any deed, patent, agreement, or other instrument executed pursuant thereto, and any decision made by a Party to approve the foregoing, including the approval of any required findings related thereto, in any legal action challenging the validity or legality thereof. In any such action, Developer shall reimburse the Commission and City for all reasonable costs incurred in connection with such action, including but not limited to reasonable staff time and attorneys’ fees incurred by the Commission or City, and including but not limited to any award of attorney fees made by a court of competent jurisdiction against the Commission or City, on such reasonable terms and conditions as the Parties may establish by separate agreement. Nothing in this Section limits the discretion of the Commission or City, at its sole cost and expense, to conduct its own defense or take the lead in its own defense.

16. Execution Before a Notary Public. All signatures of the Parties to this Agreement and all deeds and other instruments of conveyance executed pursuant to this Agreement shall be acknowledged before a Notary Public and a certificate of acknowledgment shall be attached to the executed Agreement and other documents to allow them to be recorded in the Public Records. The Governor’s signature shall be attested to by the Secretary of State.

17. Agreement for Compromise and Settlement. It is expressly understood by the Parties that the provisions set forth in this Agreement have been agreed upon for purposes of compromising and settling disputed interests in the Trust Addition Lands and Trust Termination Lands.

City Comments DRAFT 8-2-18

18. No Determination of Trust Consistency. Nothing in this Agreement shall be construed as a determination by the Commission regarding the Public Trust consistency of any use of the Trust Addition Lands authorized by the Development Approvals.

19. Agreement Not To Encumber. Except to the extent consistent with the purposes of this Agreement, or as otherwise provided herein, none of the Parties shall sell, transfer, assign, mortgage, pledge, or hypothecate, whether by operation of law or otherwise, any of their respective rights, title, or interests in or to those Trust Addition Lands or Trust Termination Lands to be transferred at Closing prior to the consummation of the transfers of those parcels as provided for herein, without the prior written consent of the Party to receive fee title following consummation of the transfer.

20. Further Assurances. So long as authorized by applicable laws to do so, the Parties will perform such other acts, and execute, acknowledge and deliver all further conveyances and other instruments that may be necessary to fully assure to the other Parties all of the respective properties, rights, titles, interests, remedies, powers and privileges to be conveyed or provided for by this Agreement.

21. Allocation of Costs and Expenses. Developer shall pay the expenses and fees of the escrow agent, including those costs associated with document preparation and recordation of this Agreement, its deeds and patents, and any associated documents. Developer shall also pay all closing costs, including without limitation all expenses and fees associated with any title insurance policy.

22. No Admission or Effect if Agreement Not Made Effective. If this Agreement does not become effective, or becomes effective but is declared by a final non-appealable judgment of a court of competent jurisdiction to be invalid, nothing in it shall constitute, or be construed as, an admission by any Party hereto or evidence concerning the boundaries, physical character, or character of title or interest in the Project Area.

23. No Effect on Other Lands. The provisions of this Agreement do not constitute, nor are they to be construed as, an admission by any Party or evidence concerning the boundaries, physical character, or character of title to or interest in any lands outside the Project Area.

24. No Damages. No party shall have any remedy for monetary damages against another party for breach of this Agreement, excepting recovery of attorneys' fees to the extent provided by this Agreement, and excepting any indemnification required by this Agreement.

25. Notice: Any notice required pursuant to this Agreement shall be in writing and given by delivering the notice in person, by commercial courier, or by sending it by registered or certified mail, or overnight mail, return receipt requested, with postage to the addresses shown below or to such other address as the applicable Party may provide. For the convenience of the Parties, notice also may be given by electronic mail in addition to one of the above methods, at the numbers listed below:

City Comments DRAFT 8-2-18

Commission:

State Lands Commission
100 Howe Avenue, Suite 100 South
Sacramento, CA 95825-8202
Attn: Mark Meier, Chief Counsel
Email: Mark.Meier@slc.ca.gov

With copies to:

Office of the Attorney General

[Address]

Attn: _____

Email: _____

City:

Port of San Francisco
Pier 1
San Francisco, CA 94111
Attn: Elaine Forbes, Executive Director
Email: elaine.forbes@sfport.com

San Francisco Recreation and Parks Department
McLaren Lodge
501 Stanyon Street
San Francisco, California 94117
Attn: Phil Ginsburg, General Manager
Email: phil.ginsburg@sfgov.org

With copies to:

City and County of San Francisco
Real Estate Division
25 Van Ness Avenue, Suite 400
Attn: Andrico Penick, Acting Real Property Director
andrico.penick@sfgov.org

Port of San Francisco
Pier 1
San Francisco, CA 94111
Attn: Eileen Malley, Port General Counsel
eileen.malley@sfgov.org

San Francisco City Attorney's Office
City Hall, Rm. 234
1 Dr. Goodlett Place
San Francisco, CA 94102
Attn: Charles Sullivan, Deputy City Attorney

City Comments DRAFT 8-2-18

charles.sullivan@sfcityatty.org

and

Shute, Mihaly & Weinberger, LLP
396 Hayes St.
San Francisco, CA 94102
Attn: Bill White
Email: white@smwlaw.com

Developer:

[Build Inc/Address]

Attn:

Email:

With copies to:

[Address]

Attn:

Email:

26. Acceptance of Conveyances and Consent to Recording. By their execution of this Agreement, the Parties each agree to accept the conveyance of rights, titles, and interests in land referred to in this Agreement and consent to the recording of this Agreement and other documents executed pursuant to this Agreement.

27. Approvals and Consents. Unless otherwise provided in this Agreement, whenever an approval, consent or satisfaction is required of a Party, the approval, consent or satisfaction shall be given on behalf of the Party by the representative(s) listed below.

a. If the Party is the Commission: by the Commission, as may be evidenced by appropriate document executed by the Executive Officer of the Commission.

b. If the Party is City: by the Port Director.

c. If the Party is Developer: by Developer's authorized representative.

28. Correction of Technical Errors. If by reason of inadvertence, and contrary to the intention of the Parties, errors are made in this Agreement, in a legal description or the reference to or within any exhibit with respect to a legal description, in the boundaries of any parcel in any map or drawing which is an exhibit, or in the typing of this Agreement or any of its exhibits, the Parties affected by the error by mutual agreement may correct such error by memorandum reflecting the intent of the Parties concerning the relevant exhibits, legal descriptions, or other provisions at the time of approval and execution of this Agreement. The Executive Officer of the Commission, the Port Director, the RecPark General Manager, and Developer, as applicable, may approve and execute such a "**Memorandum of Correction**" without the necessity of amendment of this Agreement.

City Comments DRAFT 8-2-18

29. Agreement Binding on Successors. All the terms, provisions, and condition of this Agreement shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, successors, and assigns of the Parties.

30. Modification. No modification, amendment, or alteration of this Agreement shall be valid unless in writing and signed by the Parties to this Agreement.

31. No Effect on Other Government Jurisdiction. This Agreement has no effect whatsoever on the regulatory, environmental or other jurisdiction of any federal, state, local, or other government entity not a party to this Agreement.

32. Headings. The title headings of the Sections of this Agreement are inserted for convenience only and shall not be considered in construing this Agreement.

33. Effective Date. This Agreement shall become effective upon execution by all Parties and the Governor. For purposes of bringing a validation action under Section 13, this Agreement shall be deemed entered into upon execution by the Executive Officer of the Commission, who shall be the last to sign prior to the signature of the Governor.

34. Termination. If the Closing of the Initial Closing Phase has not Closed by the date that is five (5) years from the Effective Date hereof, this Agreement shall terminate and be of no further force and effect unless extended in writing by both the City and the Commission, each in their sole and absolute discretion. In the event the Development Agreement terminates prior to the Closing of the Initial Closing Phase, then the City and State, by mutual written agreement, may terminate this Agreement without the consent of Developer.

35. Exhibits A through L. Exhibits A through L, inclusive, are attached to this Agreement and are incorporated by reference as parts of it.

To witness this Agreement, a duly authorized officer of each Party has executed it below on the date opposite each signature.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

City Comments DRAFT 8-2-18

STATE OF CALIFORNIA
STATE LANDS COMMISSION

DATED: _____

By: _____
Jennifer Lucchesi
Executive Officer

Approved as to form:

Xavier Becerra
Attorney General of the
State of California

DATED: _____

By: _____
Deputy Attorney General

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

City Comments DRAFT 8-2-18

DATED: _____

PORT OF SAN FRANCISCO

By: _____
Elaine Forbes, Executive Director

DATED: _____

SAN FRANCISCO RECREATION AND
PARKS DEPARTMENT

By: _____
Phil Ginsburg, General Manager

DATED: _____

SAN FRANCISCO REAL ESTATE
DEPARTMENT

By: _____
Andrico Penick, Real Estate
Director

Approved as to form:
Dennis Herrera
San Francisco City Attorney

DATED: _____

By: _____
Eileen Malley
Port General Counsel

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

City Comments DRAFT 8-2-18

DATED: _____

[DEVELOPER]

By: _____

Its: _____

City Comments DRAFT 8-2-18

IN APPROVAL WHEREOF, I, Edmund G. Brown Jr., Governor of the State of California, have set my hand and caused the Seal of the State of California to be hereunto affixed pursuant to section 6107 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento this _____, 2017.

Edmund G. Brown Jr.
Governor, State of California

Attest:
SECRETARY OF STATE

By: _____
Alex Padilla
Secretary of State

LIST OF EXHIBITS

<u>Exhibit</u>	<u>Name/Description</u>
A.	Legal Description and Illustrative Plat of Project Area
B.	Legal Description and Illustrative Plat of Trust Addition Lands
C.	Legal Description and Illustrative Plat of Trust Termination Lands
D.	Legal Description and Illustrative Plat of Developer-Owned Exchange Lands
E.	Form of City Quitclaim Deed
F.	Form of Developer Quitclaim Deed
G.	Form of Public Trust Patent
H.	Form of Developer Trust Termination Patent for Developer Trust Termination Lands
I.	Form of City Trust Termination Patent for City Trust Termination Lands
J.	Form of Open Space Covenant

EXHIBIT Q

Transportation Exhibit

DA EXHIBIT Q

TRANSPORTATION EXHIBIT
to
DEVELOPMENT AGREEMENT

(700 Innes Avenue, or India Basin)

EXHIBIT Q

TRANSPORTATION EXHIBIT

This Transportation Exhibit to the Development Agreement (DA) outlines the Project's transportation commitments in five areas: (i) the Transportation Plan, (ii) transportation demand management, (iii) parking-garage consultation, (iv) transit-only lanes, and (v) Transportation Fees.

I. Transportation Plan

The City and Developer will follow the India Basin Transportation Plan, which is attached to this Exhibit Q as Schedule O-1, as amended from time to time by the mutual consent of the Parties.

II. Transportation Demand Management Plan

Developer shall implement a Transportation Demand Management (TDM) Plan in compliance with EIR Mitigation Measure M-AQ-1f, as set forth in the MMRP. The MMRP is attached to this Exhibit Q as Schedule O-2. In accordance with the Transportation Plan and instead of the 15% reduction required as part of EIR Mitigation Measure M-AQ-1f, Developer agrees to reduce the number of aggregate daily one-way vehicle trips by 20% (the "reduction goal") for all Buildings that have received a certificate of occupancy and that are at least 75 percent occupied, relative to the aggregate daily, one-way vehicle trips anticipated for those Buildings based on the trip generation rates contained within the Transportation Impact Study dated July 2017 and the Supplement to the Transportation Impact Study, dated April 27, 2018, (together, the "Final Transportation Impact Study") as calculated before the imposition of the TDM measure.

Developer must obtain the Planning Department's approval of the TDM Plan before Developer submits its site permit application for the first Building on the Project Site. Developer shall implement the TDM Plan for each Building on the Project Site upon the issuance of the certificate of occupancy for that Building.

Developer shall comply with its obligations under the TDM Plan throughout the life of the Project or variant. The Developer that is responsible for the Completion of the Infrastructure (other than the Transferable Infrastructure) in each Development Phase shall monitor, submit monitoring reports, and adjust the TDM Plan if the reduction goal is not being achieved, as described in the Transportation Plan. TDM Plan monitoring and reporting, and any required TDM Plan adjustments shall be carried out in accordance with EIR Mitigation Measure M-AQ-1f. Each Developer must comply with the TDM Plan, as amended from time to time.

Upon the earlier of (i) the expiration of the Development Agreement, or (ii) the date the Planning Department determines the reduction goal has been met for up to eight consecutive reporting periods (subject to Developer's right to satisfy the reduction goal through payment of the offset fee, as set forth in EIR Mitigation Measure M-AQ-1f), Developer shall submit the TDM Plan to the Zoning Administrator to order the recordation of a Notice in the Official Records of the Recorder of the City and County of San Francisco for the Project Site. In accordance with EIR Mitigation Measure M-AQ-1f, the final TDM Plan shall be either (a) the TDM Plan that met the reduction goal for eight consecutive reporting periods; or (b) if the Developer has paid an additional offset fee, the TDM Plan that achieved the highest reduction goal for any reporting period. This Notice shall include the Project's final TDM Plan and detailed descriptions of each TDM measure. Any apportionment of any offset fee among Developers will be made by the monitoring and reporting Developer as provided above.

The final TDM Plan shall be enforceable through the Notice of Violation procedures in the Planning Code, or any other applicable provision of law. The Zoning Administrator shall retain

the discretion to determine what constitutes a separate violation under the Planning Code. The Planning Code procedures related to such violations set forth in Section 176 shall apply, except that the Zoning Administrator shall have discretion to impose a maximum penalty of up to \$250 per violation. If the submittal of monitoring reports is no longer required in accordance with Mitigation Measure M-AQ-1f, the provisions of Planning Code Section 169.5(b) shall apply.

III. Parking-Garage Consultations

(a) Parking and TDM Report. No less than three months before submitting to the Planning Department a Development Phase Application for any Development Phase of the Project that includes a parking garage, Developer shall submit to the Planning Director, with copies provided to the Director of Transportation, a Parking and TDM Report that contains the following information:

(i) the status of vertical build-out in prior Development Phases of the Project;

(ii) a summary of the TDM Plan's implementation, including progress towards achieving the reduction goal (defined in Section II, above), proposals to improve or adjust the TDM Plan towards achievement of the reduction goal, if and when required in accordance with EIR Mitigation Measure M-AQ-1f, and the current inventory of parking available on the Project Site;

(iii) descriptions of current transit services and any transit service changes budgeted for implementation by the anticipated date of occupancy for the proposed Development Phase;

(iv) a conceptual analysis of the parking garage(s), including the expected capacity of the garage(s) at completion, a discussion of any features of the design(s) that would allow for adaptability of portions of the garage(s) to other uses (e.g., housing, retail, office), and any plans for future adaptation to other uses;

(v) a description of how the information presented within the Parking and TDM Report is reflected in the Development Phase Application.

(b) Parking and TDM Recommendations.

(i) The Planning Director and the Director of Transportation will have 45 days after their receipt of the Parking and TDM Report to provide to Developer written recommendations regarding TDM and the development, operations, or management of the proposed parking garage.

(ii) Developer shall meet and confer with the Director of Planning and Director of Transportation within 15 days, of Developer's receipt of their written recommendations.

(iii) Developer shall make commercially reasonable efforts to incorporate the written recommendations of the Director of Planning and Director of Transportation; provided, however, that Developer shall have no obligation to adjust its TDM Plan unless adjustments are required pursuant to EIR Mitigation Measure M-AQ-1f. Developer shall respond to their written recommendations with a document that includes:

(1) the manner in which Developer will incorporate accepted recommendations into the TDM Plan (if applicable) or the development, operations, or management of the parking garage; and

(2) a reasoned narrative setting forth the reasons it did not accept any parking and TDM recommendations.

IV. Transit-Only Lanes

In accordance with EIR Mitigation Measure M-C-TR-2, Developer shall pay to the SFMTA Developer's fair share portion of the costs to design and construct one of the two travel lanes in each direction of the Evans Avenue–Hunters Point Boulevard–Innes Avenue–Donohue Avenue corridor from a mixed-flow lane to a transit-only lane between the Jennings Street/Evans Avenue/Middle Point Road and Donahue Street/Robinson Street intersections.

Developer agrees the SFMTA may request Developer's fair share portion before the time set forth in the Mitigation Schedule for EIR Mitigation Measure M-C-TR-2, when the SFMTA, in its sole discretion, determines the transit lanes are necessary to prevent the degradation of transit service and travel time along the corridor /and may make a written request of Developer for the early fair share portion at any time after (i) Developer has Completed the intersection on Innes Ave, or (ii) the first resident has moved into a new residential unit on the Project Site. Developer will pay its fair share portion no later than the date that is twelve months after SFMTA's written request for early payment. **OPEN]** The SFMTA will make this determination based on its monitoring of transit service and travel time along the corridor.

Once the SFMTA makes this determination, the SFMTA will alert and invoice Developer an estimate of its fair share portion, determined in accordance with M-C-TR-2, and Developer shall pay this amount to the SFMTA within 30 days of receiving the invoice. Developer shall pay the SFMTA any additional funds required to cover Developer's fair share portion, determined in accordance with M-C-TR-2, within 30 days of receiving the SFMTA's invoice showing its final cost to design and construct the transit-only lanes. If Developer's fair share portion of the cost to complete the transit-only lanes is less than the estimate initially paid by Developer, the SFMTA will refund Developer the difference.

V. Transportation Fee.

Developer shall pay to the SFMTA a Transportation Fee as set forth in Exhibit U (Applicable Impact Fees and Exactions) to the DA.

SCHEDULE Q-1
INDIA BASIN TRANSPORTATION PLAN
[see attached]

SCHEDULE Q-2

MMRP

[see attached]

Union Station 8 MIN WALK

RD	Shady Grove	1, 7 MIN
RD	Glenmont	5, 10 MIN
RD	Silver Spring	8 MIN

Mass Ave + Columbus Circle 7 MIN WALK

CIR	Union Station-Navy Yard via Capitol Hill Northbound	2, 16 MIN
-----	---	-----------

Union Station Garage (Mezzanine Level) 1 MIN WALK

CIR	Georgetown - Union Station Westbound	3, 13 MIN
-----	--------------------------------------	-----------

NoMa-Gallaudet U 13 MIN WALK

RD	Shady Grove	6, 12 MIN
RD	Glenmont	8, 12 MIN
RD	Silver Spring	10 MIN

H St NE + 3rd St NE 3 MIN WALK

D8	Washington Hospital Center Northbound	4, 19 MIN
X2	Minnesota Ave Station Eastbound	14, 21 MIN

4th St NE + H St NE 5 MIN WALK

D8	Union Station Southbound	4, 20 MIN
----	--------------------------	-----------

H St NE + 4th St NE 5 MIN WALK

X2	Lafayette Square Westbound	11, 29 MIN
X2	Gallery Place Westbound	22, 31 MIN

638 2nd St NE 1 MIN WALK

622 3rd St NE 4 MIN WALK

10:30 AM Friday, July 1 78

KAISER PERMANENTE
TRANSIT SCREEN



Prepared for

BUILD:

Prepared by

FEHR & PEERS

332 Pine Street, Floor 4
San Francisco, CA 94104

India Basin Transportation Plan

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Chapter 1. Introduction

The India Basin Transportation Plan provides a description of transportation improvements that will be constructed as part of the India Basin project, focusing only on the Build Property at 700 Innes Avenue. As described below, the full project site includes both the Build Property and a nearby park site owned by the San Francisco Recreation and Park Department (the “RPD Property”). However, trips to and from the RPD Property are negligible and therefore do not merit a TDM plan nor further discussion in this Plan. From this point forward, the Build Property is referred to as the “project site”.

This Plan includes detail on vehicular parking and loading and potential shuttle service. It also includes the project’s Transportation Demand Management (TDM) Plan, which describes specific strategies that will be employed on an ongoing basis upon building occupation to reduce the use of single-occupant vehicles. The project has set a performance standard of reducing the number of aggregate daily one-way vehicle trips by at least 20 percent compared to the DEIR’s forecasted auto traffic generation, which exceeds the 15 percent reduction required as part of air quality Mitigation Measure M-AQ-1f. This TDM Plan is designed to help the project meet the trip reduction standard. The project will be held responsible to comply with monitoring, reporting, and adjustment requirements for the life of the project per the City’s TDM Program Standards. As the Proposed Project advances through the design and approvals process, this document will serve as a resource documenting the applicant’s transportation-related commitments to ensure that design and implementation of the Proposed Project aligns with the City’s expectations.

Chapter 2 provides an overview of the project description, including discussions and figures explaining the project setting, land use program, roadway changes, pedestrian circulation changes, bicycle circulation changes, and transit changes.

Chapter 3 contains the TDM Plan detailing the selected TDM strategies. For each of the proposed strategies this Transportation Plan summarizes how the strategy would be implemented, providing high-level information on phasing, the target audience of each measure (resident, employee, visitors, etc.), and the monitoring and reporting process that will apply.

Chapter 4 includes the parking and loading plan for the India Basin project site, focusing on on-street activity. It presents overall amounts and ratios of automobile parking. It describes locations for each of the types of parking and loading activity that are expected to occur, including delivery truck loading, on-street parking, passenger pick-up/drop-off, and microtransit. This chapter includes general guidelines and performance measures as to how pick-up/drop-off zones should be oriented relative to building entrances and discusses how the plan has been configured to adapt to currently evolving transportation trends caused by increasing use of online shopping, transportation network companies (TNCs), and other technologies.

Chapter 5 describes the shuttle plan for India Basin. Should the Project buildout occur prior to the implementation of the appropriate suite of transit improvements contained within the Candlestick Point Hunters Point Shipyard (CPHPS) Transportation Plan, the Project will provide shuttle service on an interim basis to bridge gaps in transit capacity, as required by DEIR Mitigation Measure M-TR-3P and 3V, Option 2. The interim shuttle service would supplement existing, nearby transit service by providing connections to local and regional rail service. The shuttle plan includes a route connecting the project site to Glen Park BART station, 22nd Street Caltrain station, and the T-Third line, as well as planning-level recommendations on the frequency of the route, operating hours, and number of shuttle vehicles needed to operate the service.

Chapter 2. Project Overview

2.1 Setting

The India Basin project is located in the Bayview Hunters Point neighborhood in the southeast quadrant of San Francisco. The site perimeter has frontage on Innes Avenue, Hunters Point Boulevard, and Earl Street, and the site has frontage onto Hudson Avenue, Griffith Street, and Arelious Walker Drive.

Currently, the project site is generally undeveloped and open, except for six buildings and structures covering only a small portion of the site. The few structures on this property range from one to four stories and are between 10 and 40 feet tall. This area is generally made of fill materials, covered by light brush, debris, dirt, and gravel mounds. The area is mostly flat between Hudson Avenue and Earl Street to the India Basin Open Space boundary, which then slopes toward the Bay. There is more slope downward from Innes Avenue toward Hudson Avenue. The project site generally surrounds a single dead-end street, Arelious Walker Drive, which is an unaccepted public right-of-way ending in a cul-de-sac. Approximately twelve acres of the site is open space and includes a portion of the Blue Greenway – a City project to construct a portion of the Bay Trail along the City’s eastern waterfront - along the Project’s shoreline.

The neighborhood surrounding the project site is being developed with numerous development proposals in the planning and approval stages, the largest of which is the Candlestick Point-Hunters Point Shipyard (CPHPS) project to the east. Hunters Point Shipyard Phase 1, which includes 519 residential units, has nearly completed construction and would be fully-occupied prior to the opening of the initial phases of the Proposed Project. Additionally, the reconstruction of Hunters Point Boulevard and Innes Avenue as obligated by the CPHPS project is anticipated to be completed as part of Hunters Point Shipyard Sub-phase HP-02, currently anticipated to occur in year 2022. The CPHPS project includes more than 10,000 residential units, more than 1,100 ksf of neighborhood retail, 150 ksf of office space, 395 hotel rooms, a 10,000 seat arena, parkland, research & development space, artist studios, a marina, a Junior High/High School, a High School/post-secondary center, and community services.

The Proposed Project, co-sponsored by Build and the San Francisco Recreation and Park Department (RPD), would redevelop both project sponsors’ parcels along the India Basin shoreline of the San Francisco Bay. The parcels that are collectively referred to as 700 Innes Avenue property (“Build Property”) comprise nearly 17.12 acres of the site and are owned or would be acquired by Build. The parcels that are collectively referred to as 900 Innes Avenue property, India Basin Open Space, and India Basin Shoreline Park (“RPD Property”), make up more than 14.2 acres and are owned by the RPD. The remaining 5.94 acres make up the developed and undeveloped public right-of-way on Griffith Street, Hudson Avenue, Earl Street, and Arelious Walker Drive.

The project setting is described in greater detail in the project's Design Standards and Guidelines (DSG) document, sections 1.1.1-1.1.4. Additional information is also available in the project's Infrastructure Plan, sections 1.2-1.3, and in the project's Transportation Impact Study (TIS), pages 12-14.

2.2 Land Use

The project contains 1,575 dwelling units, 122 ksf of office space, 87 ksf of retail space, and open space as detailed in **Table 1**. The project provides 1,800 off-street parking spaces; this includes 1,575 private parking spaces and 225 public parking spaces. The project would also provide sufficient bicycle parking to meet San Francisco Planning Code, and in any case a minimum of 1,575 bicycle parking spaces would be provided with the majority being Class I bicycle parking spaces (such as bike lockers, or secure bike rooms) alongside around 100 Class II bicycle parking spaces (publicly accessible bicycle racks). A detailed presentation of parking supply and ratios for automobile and bicycle parking is provided in Sections 4.2 and 4.4.

The Revised Proposed Project's land use program is shown in **Figure 1**. For more information about the project's land use program, consult sections 1.3.2, 1.3.3, and 4.1-4.4 of the DSG, or the "Supplemental Memorandum to the India Basin TIS: Transportation Impacts for the 'Revised Proposed Project'" (Fehr & Peers, 2018).

Table 1. Project Land Use Configuration

Floor Area Use	Proposed Project	Floor Area (gsf)
Build Property		
Residential	<u>1,575 units:</u> 252 studios 299 one-bedroom 867 two-bedroom 157 three-bedroom	1,506,324
Commercial / Retail	General Office	121,915
	Restaurant	13,026
	Café	17,369
	Supermarket	21,711
	General Retail	35,085
	<i>Total</i>	<i>209,106</i>
Open Space	Big Green Open Space	237,400
<i>Subtotal</i>	-	<i>1,802,830</i>
RPD Property		
Open Space (Public)	India Basin Open Space	270,000
	900 Innes	78,400
	India Basin Shoreline Park	243,900
	<i>Total</i>	<i>592,300 (=13.6 ac)</i>
<i>Total</i>	-	<i>2,395,130</i>

Source: Build Draft India Basin Notice of Preparation of an Environmental Impact Report and Public Scoping Meeting, April 30, 2015, modified June 2017. Build Project Description Changes, April 2018.

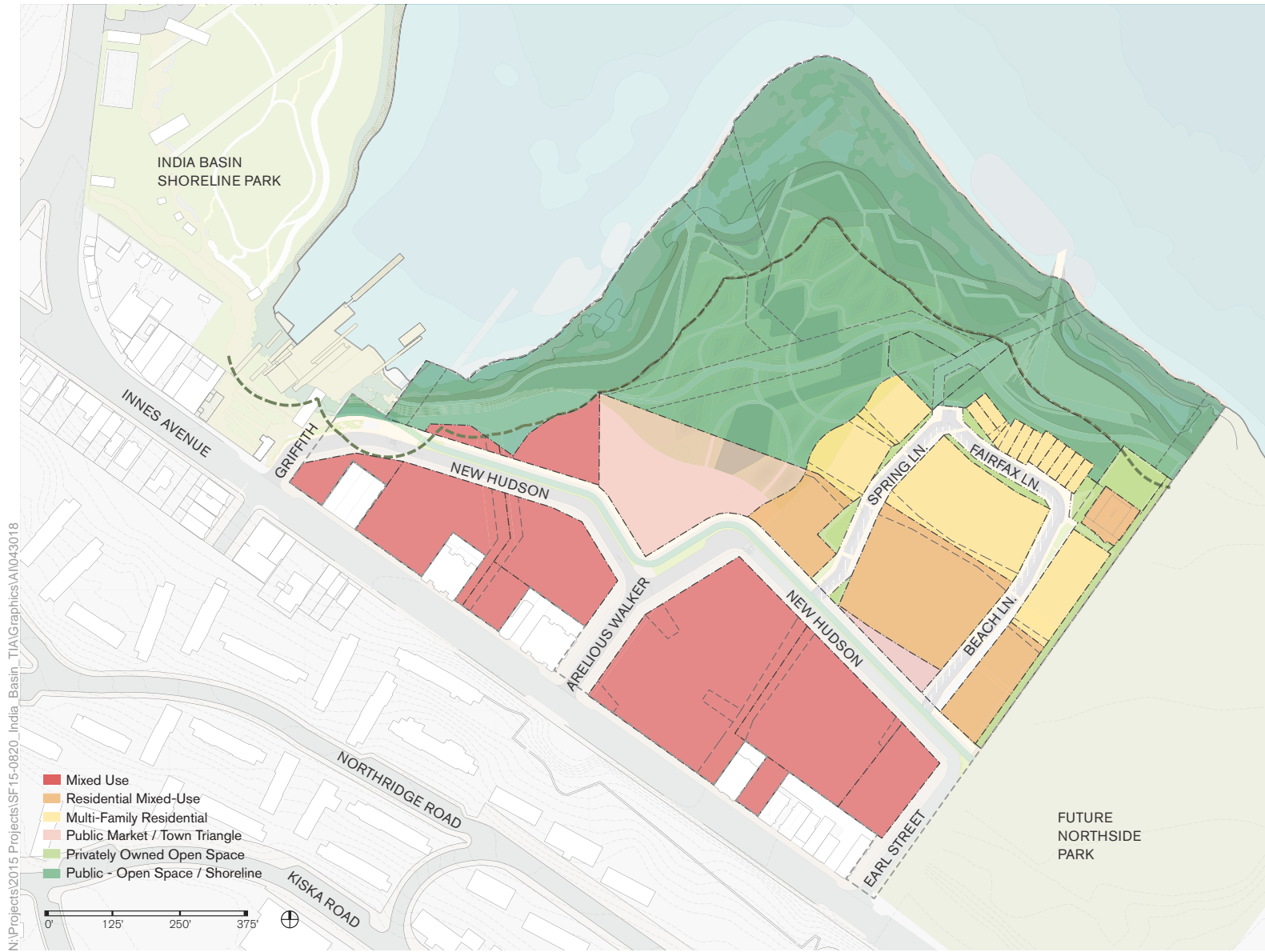
2.2.1 Phasing

Buildout of the Build portion of the Project is anticipated to occur in three major phases over an approximately eight year period, from 2020 through 2028. A map of the project’s proposed phasing is detailed in **Figure 2**.

The street network will be built out in phases corresponding to the project phases, as shown on the figure. As each phase is constructed, the portions of the roadway network that abut the property under construction will be built. Similarly, buildout of the parks and open space within the Build parcel is tied in with the site development; in other words, the open space buildout spans multiple phases of the site development so cannot be separately defined as a phase.

Hillside includes construction of Arelious Walker Drive (from Innes Avenue to New Hudson Avenue), New Hudson Avenue (from Arelious Walker Drive to Earl Street), Earl Street (from New Hudson Avenue to Innes Avenue), and all associated infrastructure, as further described below. Construction of this portion of New Hudson Avenue will include installation of the two-way separated cycle track along that portion. This phase includes construction of all improvements to the intersection at Innes Avenue/Arelious Walker Drive and at Innes Avenue/Earl Street, including crosswalks, installation of traffic signals, and striping of an eastbound left turn lane. Flats, would include the street construction of the Shared Public Ways (Spring Lane, Fairfax Lane, and Beach Lane).

Cove would include the street construction of New Hudson Avenue (from Griffith Street to Arelious Walker Drive), Griffith Street, the intersection improvements at Griffith Street/Innes Avenue, the adjacent portion of the cycle track along New Hudson Avenue, and the connection point at the eastern end of Griffith Street to the bike facilities through the 900 Innes parcel.

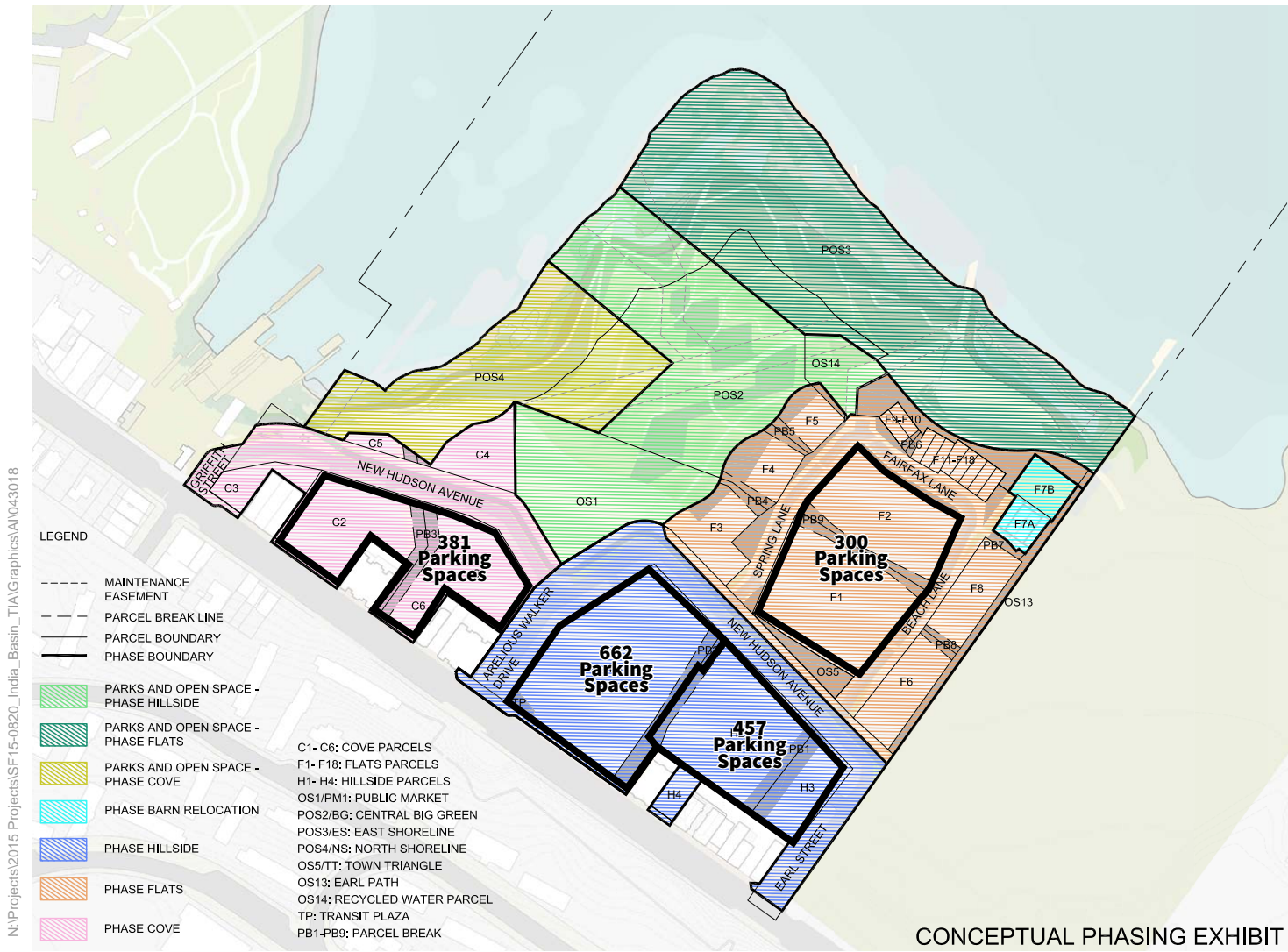


Source: India Basin Design Standards & Guidelines document



Note:
 For additional details of each land use designation, please consult the India Basin Design Standards & Guidelines document, page 268.

Figure 1
 Land Use Program



Source: Build Inc.



Note: Parking spaces indicated in this figure are parking count maximums.

Figure 2
Phasing

2.3 Roadway Changes

The existing public ROW within the project site consists of four streets: Griffith Street, Hudson Avenue, Earl Street, and Arelious Walker Drive. Each are partially paved where they meet Innes Avenue, but in general they are unpaved and/or partially paved, unimproved, unaccepted, and fenced from public access. Hudson Avenue runs west to east through the project site, starting at Hunters Point Boulevard and terminating at Earl Street. Sections of Earl Street and Hudson Avenue are paper streets. Earl Street forms the eastern boundary of the project site, running from the edge of the Bay to Innes Avenue. Griffith Street is the shortest of the streets, starting at Innes Avenue and running south to north, bisecting the project site and terminating at the edge of the shoreline. Arelious Walker Drive is a paved street that runs south to north and roughly bisects the 700 Innes property, ending in a cul-de-sac.

The Revised Proposed Project would construct the following new public streets, internal to the project site:

- Griffith Street would be a new residential street that would extend north of Innes Avenue into the project site.
- New Hudson Avenue would replace the existing unpaved Hudson Avenue and would extend east-west connecting Griffith Street, Arelious Walker Drive, and Earl Street.
- A new shared public way loop road would be constructed off of New Hudson Avenue. The streets on this loop would be named Beach Lane, Fairfax Lane, and Spring Lane.

Additionally, Arelious Walker Drive and Earl Street would be modified to become neighborhood commercial streets within the site. Street cross sections are included in the project's Design Standards and Guidelines (DSG) document. Further information about roadway changes associated with the India Basin project can be found in sections 8.1-8.6 of the Infrastructure Plan, and section 2.1.1 of the DSG.

The following five intersections would be signalized as part of the Proposed Project. The last three intersections would also receive eastbound left-turn lanes to accommodate vehicle traffic entering the site:

- Hunters Point Boulevard/Hudson Avenue/Hawes Street
- Hunters Point Boulevard/Innes Avenue
- Innes Avenue/Griffith Street
- Innes Avenue/Arelious Walker Drive
- Innes Avenue/Earl Street

The construction of the three eastbound left-turn pockets would result in the elimination of a total of 36 parking spaces on the north side of Innes Avenue as follows: four between Hunters Point Boulevard and Griffith Street, 10 between Griffith Street and Arelious Walker Street, nine between Arelious Walker Street and Earl Street, and 13 between Earl Street and Donahue Street. The parking removal between Earl Street

and Donahue Street would be necessary to enable the travel lanes to line up with the new lane alignments west of Earl Street. These off-site intersection changes are shown in **Figure 3**.

To improve vehicular mobility at the intersection of Jennings Street/Evans Avenue, the project proposes to construct a 100-foot southbound left turn pocket and convert the eastbound approach to provide one 100-foot left turn pocket, one through lane, and one shared through/right turn lane. Adding the southbound left-turn pocket would require restricting parking on the west side of Jennings Avenue, removing approximately five parking spaces. No additional right-of-way will be required for the modifications on the eastbound approach. Build will fund SFMTA costs to review the design and implement the new southbound and eastbound approach configurations. FivePoint is obligated to reconstruct Hunters Point Boulevard and Innes Avenue between Jennings Street and Donahue Way, as a condition of the Shipyard development. The City is currently undergoing a planning process to finalize the design of this street. The Proposed Project's external roadway improvements listed above are intended to be compatible with the ultimate configuration of Innes Avenue constructed by FivePoint as part of their obligations.

If FivePoint faces substantial delays in building out Innes Avenue, the improvements required to be constructed as part of the India Basin project (e.g., new traffic signals, striping to include left-turn lanes, and the India Basin project's frontage) would be constructed, and the remainder of the improvements required of FivePoint (sidewalk improvements along the south side of Innes Avenue, streetscape improvements along the remainder of the corridor, and other signals required of FivePoint) would not be constructed, until required as part of the Shipyard project.

All internal and external streetscape improvements are subject to change per review by SFMTA, Department of Public Works, and the Fire Department. If changes occur, those changes will be subject to further review.

Further information about roadway changes associated with the India Basin project can be found in sections 8.1-8.6 of the Infrastructure Plan, and section 2.1.1 of the DSG.



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-  NEW SIGNAL
-  NEW LEFT-TURN POCKET
-  STREET REPAVEMENT
-  ADDITIONAL PROTECTION FOR BICYCLE LEFT TURN
-  NEW LANE CONFIGURATION

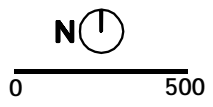


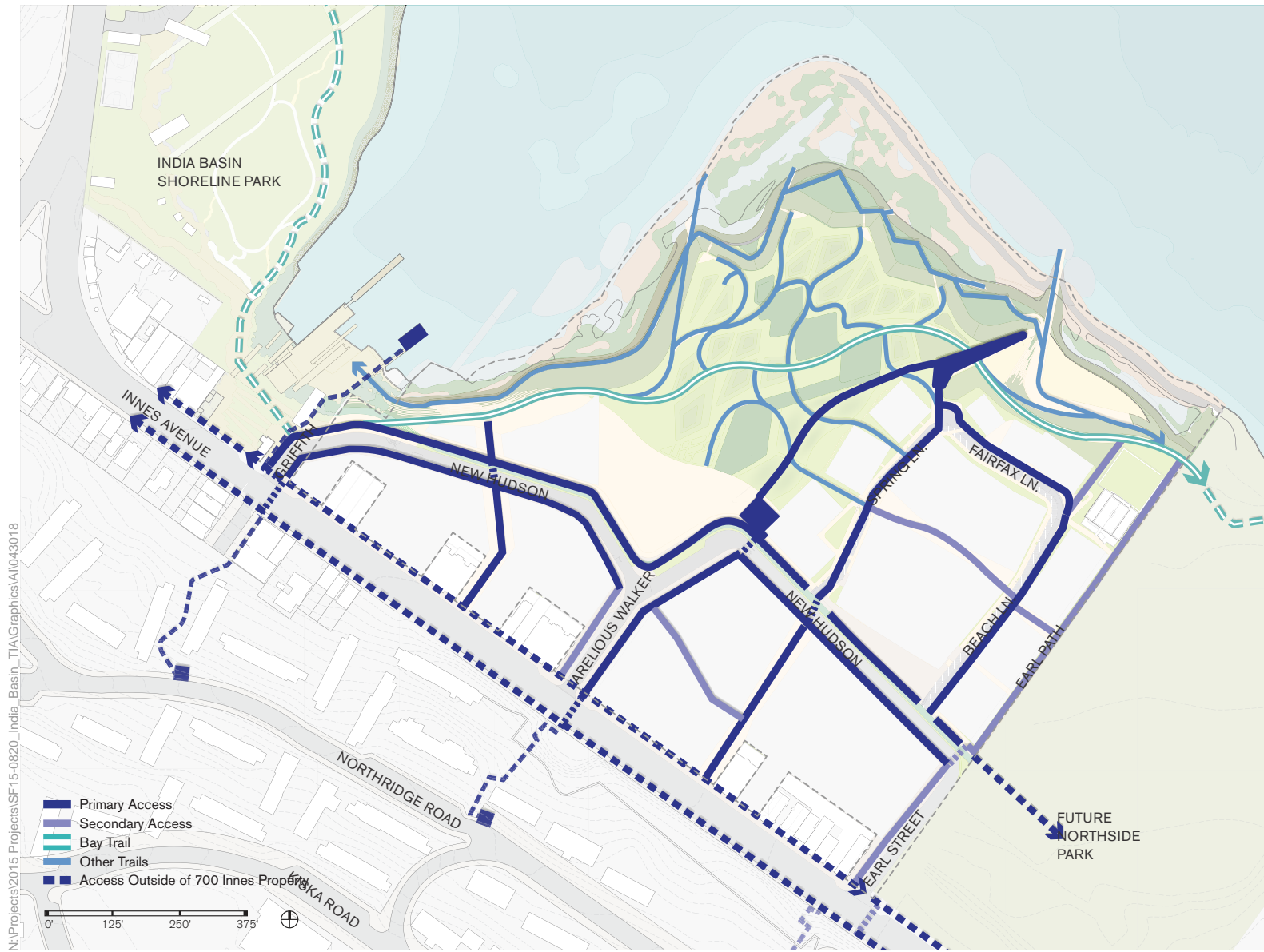
Figure 3
Off-Site Intersection Changes

2.4 Pedestrian Circulation Changes

The Innes Avenue corridor currently features a patchwork of incomplete and narrow sidewalks, which present a less-than-ideal pedestrian condition. However, the Innes Avenue corridor will feature a substantially improved pedestrian experience as a result of the improvements planned by the adjacent Shipyard development and the Project's improvements on the north of the street. Continuous sidewalks on both sides of the street, corner bulbouts, bus stops, and new crossing opportunities providing better access to the site and nearby transit stops from the project as well as adjacent uses at the hilltop are planned. The sidewalk design would be constructed in a manner consistent with the Better Streets Plan but would be finalized at a later date in coordination with SFMTA, Planning Department, FivePoint, DPW, and others.

As part of their signalization, crosswalks are intended to be installed on all approaches at the intersections of Hunters Point Boulevard/Hudson Avenue/Hawes Street, Hunters Point Boulevard/Innes Avenue, Innes Avenue with Griffith Street, Arelious Walker Street, and Earl Street. The designs would be finalized during the detailed design phase.

Pedestrian circulation within and adjacent to the project site, as well as to major activity centers (the Public Market and bus stops on Northridge Road), are shown in **Figure 4**. Further information about pedestrian circulation can be found in section 8.6 of the Infrastructure Plan and sections 2.1.2-2.2.12 of the DSG.



Source: India Basin Design Standards & Guidelines document

Note:

- Crosswalk locations across Innes Avenue at Griffith Street, Arelious Walker Drive, and Earl Street are preliminary and will be finalized during detailed design.
- Squares and rectangles indicate pedestrian activity centers including the Public Market, and Muni 54 bus stops on Northridge Road



Figure 4
Pedestrian Circulation

2.5 Bicycle Circulation Changes

While signed as a bike route, the Innes Avenue corridor does not currently contain any dedicated bicycling facilities, and bicyclists are currently subjected to sharing vehicle lanes with fast-moving arterial traffic. The project plans for a corridor that will feature a fully-separated east-west bicycle link, which will substantially improve cyclist comfort and provide convenient access to destinations within the project site.

The existing Class II bicycle facility (i.e. standard bicycle lanes) on Hunters Point Boulevard between Hudson Avenue and Innes Avenue and the existing Class III bicycle facility (i.e. shared lane markings) on Innes Avenue between Hunters Point Boulevard and Earl Street would be removed. The facility would be relocated to a new Class I facility along the north side of Hudson Avenue within the project site. The new Class I facility (“Hudson Avenue bikeway”) would connect India Basin with an extensive bicycle network approved within the Hunters Point Shipyard site to the east and the Blue Greenway (a planned 13-mile network of parks and trails around the waterfront of southeastern San Francisco) to the west, closing a gap link in the plans for a continuous bicycle facility from Candlestick Point and Hunters Point Shipyard along the waterfront to Downtown San Francisco. The Hudson Avenue bikeway will be constructed alongside roadway changes described above in Section 0. Construction of the bikeway would occur alongside construction of the adjacent phases of development, beginning with the Hillside phase and ending with the Cove.

Eventually the Hudson Avenue bikeway will connect to the Class I facility in Northside Park to the east of the project site, although in the interim period the Class I facility will terminate at Earl Street/Hudson Avenue and continue as a Class III shared lane facility on Earl Street between Innes Avenue and Hudson Avenue. Eventually the Hudson Avenue bikeway will connect to the Class I facility on the east side of Hunters Point Boulevard, although in the interim period, the project would ensure a continuous bicycle connection from the current Class II bike lanes on Hunters Point Boulevard to the Class I bicycle corridor within the project site as follows. A connection would be constructed for cyclists making left turns at the multi-lane intersection of Hunters Point Boulevard/Hudson Avenue (signalized as part of the project) from the bike lane on southbound Hunters Point Boulevard to the Class I facility on Hudson Avenue. Design and construction of this facility would be subject to final review and approval of the City Traffic Engineer. This may include one of the following two designs and is indicated on **Figure 3**:

- installation of bicyclist signal heads, bicycle left-turn lane, and an accompanying dedicated signal phase for the maneuver; or,
- installation of a two-stage turn queue box at the far side of the intersection; which is a space where cyclists can wait more safely prior to completing the maneuver in a location visible to other road users.

Additionally, Earl Path is the extension of Earl Street, north of New Hudson Avenue, which would be a path for pedestrians and bicyclists only. Furthermore, recreational paths connecting the on-site bike route to the Bay Trail, Northside Park, and India Basin Shoreline Park would be constructed throughout the proposed shoreline open space.

Bicycle circulation within and adjacent to the project site is shown in **Figure 5**. Further information about bicycle circulation can be found in section 8.6 of the Infrastructure Plan and section 2.1.1 of the DSG.



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Source: India Basin Design Standards & Guidelines document



Note:
 Class II bike parking will be provided within the furnishing zone and at other locations to be determined throughout the project site.

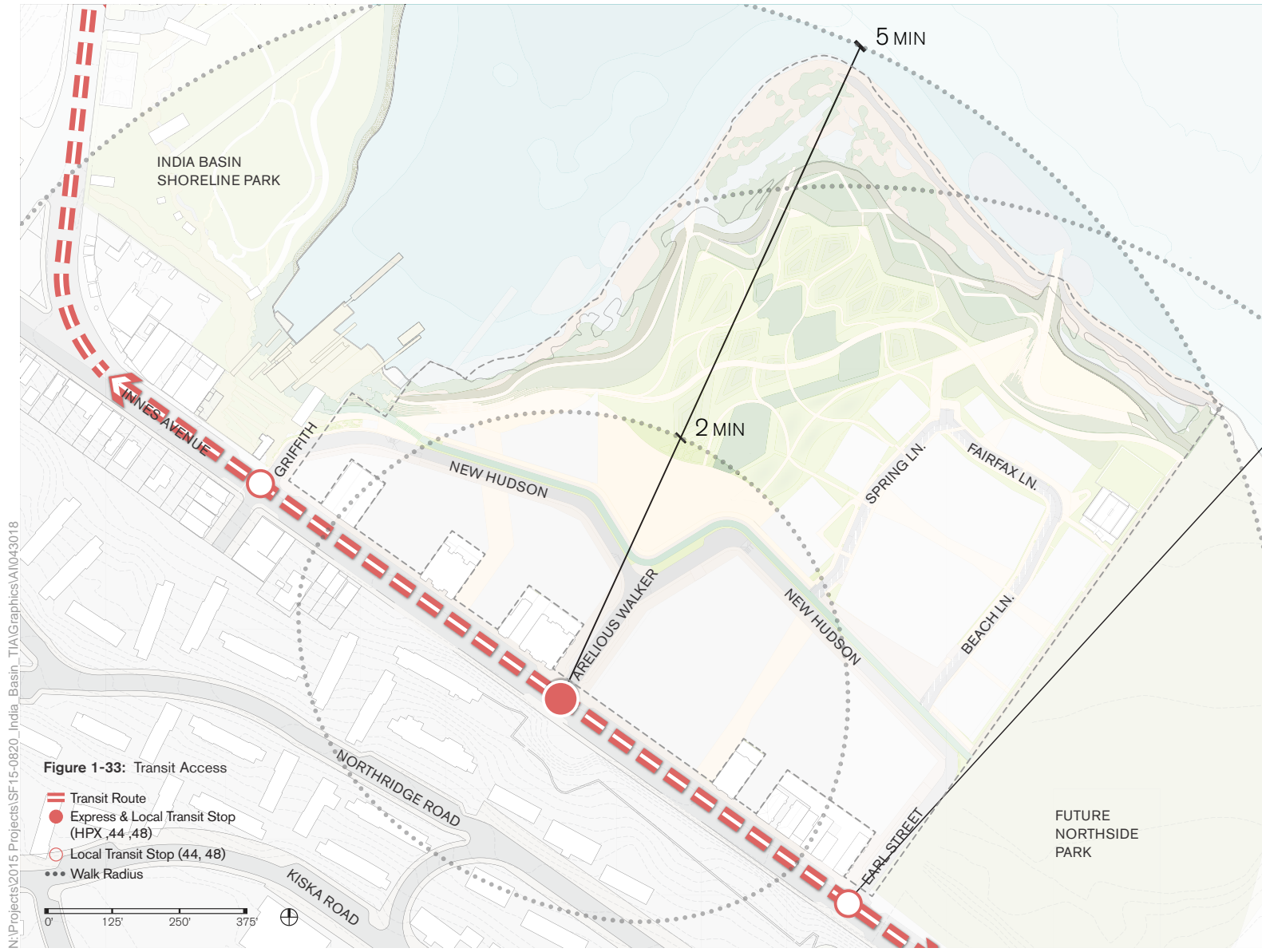
Figure 5
 Bicycle Circulation

2.6 Transit Changes

The project would provide SFPUC power hookups to shelter locations along Hunters Point Boulevard and Innes Avenue adjacent to the project site and would coordinate with SFMTA on the location of the hookups. In addition, the project would provide funding to the SFMTA for implementation of a transit only lane in each direction from the intersection of Hunters Point Boulevard/Evans Street/Jennings Street to the intersection of Donahue Street and Robinson Street.

The area surrounding the project is slated for substantial transit service improvements not specifically tied to the project, including service increases specified in the CPHPS Transportation Plan. Existing Muni lines 44 O'Shaughnessy and 48 Quintara would be extended along Innes Avenue to Hunters Point Shipyard via India Basin to replace the 19 Polk, which would be rerouted away from the project site. Additionally, the Hunters Point Express (HPX) will run express between Downtown San Francisco and the project's stop at Innes Avenue/Arelious Walker Street, providing a rapid connection for passengers. These routes will ultimately result in combined service of 25 buses per direction per hour along Innes Avenue; a substantial improvement over the current four buses per hour per direction. These improvements will be implemented during construction of CPHPS, in the 2021-2026 timeframe. They are described in detail in Section 5.2.2 of this document.

Transit circulation in the vicinity of the project site is shown in **Figure 6**. Further information about transit changes associated with the India Basin and CPHPS project can be found on pages 29-30, 142-164, and 203-227 of the TIS, and in section 8.2 of the Infrastructure Plan.



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Source: India Basin Design Standards & Guidelines document



Figure 6
Transit Circulation

Chapter 3. Transportation Demand Management (TDM) Plan

This chapter contains the project's Transportation Demand Management (TDM) Plan. An overview of the TDM Plan and its goals is presented. Then, a monitoring and reporting plan is presented and the plan's overall likely effectiveness is discussed. Finally, the 16 strategies that make up the plan are described in detail.

3.1 Overview

The TDM Plan is fully consistent with the Mitigation Measure M-AQ-1f, and exceeds the Mitigation Measure in three areas: addition of three interim checkpoints where the Plan may be adjusted, the increase of the performance standard from 15 percent daily vehicle trip reduction to 20 percent, and the addition of monitoring, reporting, and adjustments for the life of the project. These three additional commitments associated with Mitigation Measure M-AQ-1f are detailed in the remainder of this chapter.

The project sponsor is committed to reducing vehicle trips to and from the project site beyond that which is required by Mitigation Measure M-AQ-1f in the Draft Environmental Impact Report (DEIR). The project has been designed to prioritize and promote travel by walking, biking, and transit for new residents, tenants, employees, and visitors. As the project is at the scale of a small neighborhood, these design decisions will be particularly influential to people's travel patterns. Key design elements include the provision of an internal road network with narrow streets designed to neighborhood-appropriate speeds; a comprehensive pedestrian network of sidewalks, crosswalks, mid-block pathways, and open space trails; a new Class I bicycle facility throughout the site comprising part of a major regional bicycle connection; the closure of the gap in the Bay Trail through the project site; signalization of five project-adjacent intersections that enhances pedestrian and bicycle connectivity; and support and accommodation for a bus-only lane along Innes Avenue adjacent to the project site.

The multimodal project design is complemented and supported by the project's TDM Plan, which includes specific strategies to reduce vehicular trip-making by shifting trips that would otherwise be made by private automobile to other modes such as walking, bicycling, or transit. This generally involves improving the appeal of these modes via supportive amenities (such as showers and lockers for bike commuting or real-time transit information screens), making the costs associated with private auto-mobility more apparent (such as unbundling parking spaces from residential units), and reducing the need for site users to make longer distance trips that tend to be more likely made by automobile (such as by providing key amenities like a grocery store within the project site).

To mitigate the project's significant air quality impact, Mitigation Measure M-AQ-1f in the DEIR compels the project to reduce by 15 percent the total daily one-way project vehicle trips analyzed in the EIR (for both the 700 Innes and India Basin Open Space sites). The project sponsor has agreed to exceed this requirement by committing to the performance standard of a 20 percent vehicle trip decrease. This will be achieved through a combination of the multimodal design elements inherent in the project and individual strategies contained within the TDM plan.

The strategies presented in this chapter constitute the initial plan for the first phase of development. The project sponsor will evaluate the project against the performance standard at a number of checkpoints during buildout. At each of these checkpoints, the project sponsor would convene with SFMTA and Planning Department to evaluate the effectiveness of the TDM strategies implemented to date in the context of levels of transit service implemented and yet to be implemented near the site. If the project is found to be falling short of the performance standard at a particular checkpoint, the project sponsor will work with SFMTA and Planning Department to consider adjustments to TDM strategies or new measures to achieve the performance standard (e.g. changes to amount of parking). These checkpoints would be scheduled to provide enough time for the project sponsor to make TDM adjustments or adjustments to project design in the subsequent phase, if needed.

The effective daily vehicle trip generation rates for each land use type contained within the *Supplemental Memorandum to the India Basin TIS: Transportation Impacts for the "Revised Proposed Project"* shall be used at these checkpoints to determine the base against which the performance standard can be measured. This memorandum presents two sets of rates, for Project Conditions and Cumulative Conditions scenarios. It is intended that the Project Conditions scenario trip generation rates shall be used until the point at which SFMTA implements 75 percent of the level of transit service ultimately planned and committed to as part of the Candlestick Point/Hunters Point Shipyard Transportation Plan (or 1,280 seats per hour in each direction along Innes Avenue), at which point the Cumulative Conditions scenario trip rates, which are lower to reflect mode shift from auto to transit, shall be used.

3.2 Monitoring and Reporting Requirements

The TDM Coordinator will undertake monitoring and reporting of the TDM plan consistent with the City's TDM Program Standards. If a Transportation Management Association (TMA) is formed to oversee the TDM plan implementation, the TDM Coordinator may be a representative of the TMA. The three main monitoring and reporting components of the Program Standards are a pre-occupancy site visit, ongoing monitoring and reporting statements, and periodic updating of the Plan if needed after entitlement. While the key elements of the monitoring and reporting standard were included in the DEIR Mitigation Measure M-AQ-1f, the project has chosen to exceed these requirements in three areas: addition of three interim checkpoints

where the Plan may be adjusted, the increase of the performance standard from 15 percent daily vehicle trip reduction to 20 percent, and the addition of monitoring, reporting, and adjustments for the life of the project.

The TDM Coordinator will submit the first report for all buildings that are at least 75 percent occupied 18 months after issuance of the first certificate of occupancy of any building on the 700 Innes property that includes off-street parking or the establishment of surface parking lots or garages. After the first reporting period, reports will be submitted on an annual basis until five consecutive reporting periods show that the fully built project has met the 20 percent performance standard, after which they may be submitted every three years for the life of the project. While the mitigation measure states that monitoring, reporting, and adjustments may cease once the reduction goal has been met for up to eight consecutive reporting periods, the project has committed to continue monitoring, reporting, and adjusting (if needed) for the life of the project. While the mitigation measure requires that the Project's TDM coordinator shall adjust the TDM plan based on the monitoring results if three consecutive reporting periods demonstrate that measures in the TDM plan are not achieving the reduction goal, this Plan enables for more responsive course-correction during project buildout if the project is not meeting its goal as determined by monitoring conducted after certain checkpoints, to be agreed to between the project sponsor and the City, as defined in Section 3.1. Adjustments may include reducing the parking supply for future phases of the project below the maximum allowable.

For ease of reference, the full text of the Mitigation Measure is provided below in italics:

TDM Plan Monitoring and Reporting: *The TDM Coordinator shall collect data, prepare monitoring reports, and submit them to the Planning Department. To ensure that the goal of reducing by at least 15 percent the aggregate daily one-way vehicle trips is reasonably achievable, the project sponsor shall monitor daily one-way vehicle trips for all buildings that have received a certificate of occupancy and that are at least 75 percent occupied, and shall compare these vehicle trips to the aggregate daily one-way vehicle trips anticipated for those buildings based on the trip generation rates contained within the project's Final Transportation Impact Study.*

Timing. *The TDM Coordinator shall collect monitoring data and shall begin submitting monitoring reports to the Planning Department 18 months after issuance of the first certificate of occupancy for buildings that are at least 75 percent occupied on the 700 Innes property that include off-street parking or the establishment of surface parking lots or garages. Thereafter, annual monitoring reports shall be submitted (referred to as "reporting periods") until five consecutive reporting periods show that the fully built project has met the reduction goal. From that point on, monitoring data shall be submitted to the Planning Department once every three years.*

Each trip count and survey (see below for description) shall be completed within 30 days after the end of the applicable reporting period. Each monitoring report shall be completed within 90 days after the applicable reporting period. The timing of monitoring reports shall be modified such that a new monitoring report is submitted 12 months after adjustments are made to the TDM plan to meet the reduction goal, as may be required under the "TDM Plan Adjustments" heading, below. In addition, the Planning Department may modify the timing of monitoring reports as needed to consolidate this requirement with other monitoring and/or reporting requirements for the proposed project or variant, such as annual reporting under the proposed project's or variant's development agreement.

Term. *The project sponsors shall monitor, submit monitoring reports, and make plan adjustments until the earlier of: (i) the expiration of the Development Agreement, or (ii) the date the Planning Department determines that the reduction goal has been met for up to eight consecutive reporting periods.*

Components: *The monitoring and reporting, including trip counts, surveys and travel demand information, shall include the following components or comparable alternative methodology and components, as approved, accepted or provided by Planning Department staff:*

- (1) *Trip Count and Intercept Survey: Provide a site-wide trip count and intercept survey of persons and vehicles arriving and leaving the project site for no less than two days during the reporting period between 6:00 a.m. and 8:00 p.m. One day shall be a Tuesday, Wednesday, or Thursday on which San Francisco public schools are in session during one week without federally recognized holidays, and another day shall be a Tuesday, Wednesday, or Thursday on which San Francisco public schools are in session during another week without federally recognized holidays. The trip count and intercept survey shall be prepared by a qualified transportation or survey consultant, and the Planning Department shall approve the methodology prior to the Project Sponsors conducting the components of the trip count and intercept survey. The Planning Department anticipates it will have a standard trip count and intercept survey methodology developed and available to project sponsors at the time of data collection.*
- (2) *Travel Demand Information: The above trip count and survey information shall be able to provide the travel demand analysis characteristics (work and non-work trip counts, origins and destinations of trips to/from the project site, and modal split information), as outlined in the Planning Department's Transportation Impact Analysis Guidelines for Environmental Review, October 2002, or subsequent updates in effect at the time of the survey.*

- (3) *Documentation of Plan Implementation: The TDM coordinator shall work in conjunction with the Planning Department to develop a survey (online or paper) that can be reasonably completed by the TDM coordinator and/or Transportation Management Association (TMA) staff members to document implementation of TDM program elements and other basic information during the reporting period. The project sponsors shall include this survey in the monitoring report submitted to the Planning Department.*
- (4) *Assistance and Confidentiality: The Planning Department will assist the TDM coordinator with questions regarding the components of the monitoring report and will assist the TDM coordinator in determining ways to protect the identity of individual survey responders.*

TDM Plan Adjustments. *The project sponsors shall adjust the TDM plan based on the monitoring results if three consecutive reporting periods demonstrate that measures in the TDM plan are not achieving the reduction goal. The TDM plan adjustments shall be made in consultation with Planning Department staff and may require refinements to existing measures (e.g., change to subsidies, increased bicycle parking), inclusion of new measures (e.g., a new technology), or removal of existing measures (e.g., measures shown to be ineffective or induce vehicle trips). If the Planning Department determines that the reduction goal has been met for eight consecutive reporting periods, the TDM Plan in place at the time of the eighth consecutive successful reporting period shall be considered the final TDM Plan.*

If the monitoring results from three consecutive reporting periods demonstrate that measures in the TDM plan are not achieving the reduction goal, the TDM plan adjustments shall occur within 270 days after the last consecutive reporting period. The TDM plan adjustments shall occur until the monitoring results of three consecutive reporting periods demonstrate that the reduction goal is achieved.

If after implementing TDM plan adjustments, the project sponsors have not met the reduction goal for up to eight consecutive reporting periods, as determined by the Planning Department, then the project sponsors may, at any time thereafter, elect to use another means to address the shortfall in meeting the TDM plan reduction target.

Specifically, in addition to paying the emission offset fees set forth in Mitigation Measure M-AQ-1d, the project sponsors may pay an additional offset fee in accordance with Mitigation Measure M-AQ-1d. This additional offset fee would be the amount required to address both the shortfall in reduction during the previously monitored years and the anticipated shortfall in the remaining expected years of project operations. The anticipated shortfall shall be based on the shortfall that occurred in the most recently monitored year. Calculations of emissions to be offset shall be based on the total



amount of emissions anticipated to be reduced by achieving the 15 percent TDM goal, adjusted for the actual percentage of aggregate daily one-way vehicle trip reduction achieved in the most recently monitored year.

After paying this additional offset fee, the project sponsors shall continue to monitor, report and adjust their TDM Plan in accordance to this Mitigation Measure M-AQ-1f, to ensure that the shortfall from the reduction goal does not increase significantly over time for the duration of the term defined herein. At the end of that term, the project sponsors' monitoring, reporting, and adjusting obligations of MM-AQ-1f shall terminate, but the project sponsors shall continue to implement the final TDM Plan for the life of the project. The final TDM Plan shall be either a) the TDM Plan that met the reduction goal for eight consecutive monitoring periods; or b) if the project sponsors have paid an additional offset fee, the TDM plan that achieved the highest reduction goal for any reporting period.

3.3 Overall Effectiveness

The project transportation network and TDM plan could reduce daily vehicle trips to and from the Build Property by 20 percent compared to the trip numbers forecasted in the DEIR. The DEIR trip forecasts were developed using trip generation rates contained within the San Francisco Guidelines and mode splits developed for the Candlestick Point Hunters Point Shipyard (CPHPS) EIR. As is the case for other elements of the project description that may affect travel patterns, such as parking supply and the Class I bicycle facility, several of the TDM strategies listed below are not explicitly accounted for in the project mode split rates. However, these elements are accounted for to the extent that the buildings and areas that constitute the generalized data set for mode split include them. Therefore, it is reasonable to expect additional reductions beyond those estimated for the TDM plan due to the presence of the comprehensive bicycle facility, extensive pedestrian network, and traffic-calmed street network.

Table 2 summarizes both the individual and aggregate effects of the TDM measures on daily vehicle trips to and from the project site. Estimates are mostly taken from *Quantifying Greenhouse Gas Mitigation Measures*, a report for the California Air Pollution Control Officer's Association produced in 2010 ("CAPCOA") and are supplemented with data from other recent studies. Effectiveness in terms of percent reduction in daily trips is presented as a single percentage; however, the precise reduction will be dependent on factors that are not fully known at this time, such as degree of program implementation, demographics of future residents, parking prices and availability relative to the surrounding neighborhood, and TDM programs implemented by individual office or retail tenants. In some instances, the reduction accounts for local dampening of the CAPCOA standard based on the more urban land use context of the project site (so as not to double-count reductions already somewhat accounted for in the DEIR trip forecasts) compared to the context contained within the CAPCOA data. The estimation of reductions for each strategy includes separate application of different CAPCOA reduction rates to commute and non-commute trips. The aggregate reduction includes category caps that recognize the diminishing effectiveness of multiple different strategies in the same category.

The aggregate range of effectiveness for strategies contained within the TDM plan (with category capping considered) is 6 percent to 22 percent. Part of this spread is explained by the varying effect of the TDM strategies on different land use contexts, and the upper end of the range contains maximum possible reductions for elements such as a robust pedestrian network and parking unbundling, which are to a certain extent accounted for in the project trip rates. Considering the local land use context and the extent to which measures are likely accounted for in trip rates, the TDM plan is estimated to reduce daily vehicle trips by 10 percent. Further reduction should be expected for project components not included in the TDM plan but whose reduction is quantifiable, such as comprehensive bicycle improvements, paid parking, and pre-tax transit benefits (provided in compliance with the Commuter Benefits Ordinance). The combination of the

TDM plan with these specific project components is estimated to reduce daily vehicle trips by 13 percent. Further reduction should be expected for the subset of strategies for which no reliable data on reductions was available from CAPCOA or other sources. Additional potential reductions may arise from TDM programs and subsidies provided by individual office and retail tenants. As mentioned previously, further reductions should also be expected for design elements such as the traffic-calmed street network.

If the project's TDM measures are not trending to meet the goal of reducing estimated aggregate daily one-way vehicle trips by at least 20 percent during the checkpoints, compared to the forecasts in the project's DEIR, the project sponsor, in consultation with SFMTA and Planning Department, would explore other TDM options or adjust the project's designs, as the project continues to be built out. These options would be determined based on how site users' travel patterns are evolving, as identified by user surveys and would be developed in consultation with SFMTA and Planning Department.

Table 2: Summary of TDM Strategies and Estimated Effectiveness

<i>Strategy Number</i>	<i>Strategy Name</i>	<i>Description</i>	<i>CAPCOA Reference</i>	<i>Effectiveness (Reduction in Daily Vehicle Trips)</i>	<i>Additional Benefits</i>	<i>Notes</i>
Strategies Contained Within TDM Plan						
3.4.1	Bicycle Parking	Provide ample, secure, and convenient bicycle parking for all uses	TRT-6	0.6%	Helps create an environment that supports and encourages use of active transportation.	Reduction uses alternative literature presented in CAPCOA (Center for Clean Air Policy Guidebook)
3.4.2	Bicycle Repair Stations	Provide public stations for repair and maintenance of bicycles	TRT-6		Helps create an environment that supports and encourages use of active transportation.	Reduction uses alternative literature presented in CAPCOA (Center for Clean Air Policy Guidebook)
3.4.3	Showers and Clothes Lockers	Provide facilities for employees to shower and store personal belongings if they bicycle or walk to work	TRT-6		Helps create an environment that supports and encourages use of active transportation.	Reduction uses alternative literature presented in CAPCOA (Center for Clean Air Policy Guidebook)
3.4.6	Bicycle Maintenance	Vouchers would be provided to residents and employees for bicycle repairs by a mechanic or bike shop	TRT-6		Helps create an environment that supports and encourages use of active transportation.	Reduction uses alternative literature presented in CAPCOA (Center for Clean Air Policy Guidebook)

Strategy Number	Strategy Name	Description	CAPCOA Reference	Effectiveness (Reduction in Daily Vehicle Trips)	Additional Benefits	Notes
3.4.4	Improve Walking Conditions	Maintain safe, accessible, and welcoming pedestrian facilities	SDT-1	1.0%	May provide additional traffic calming benefits that encourage use of active transportation.	Reduction assumes that pedestrian networks are prevalent within site as well as connecting off-site
3.4.5	Bike Share Stations and Membership	Space will be dedicated for bike share stations, and residents will be provided with memberships once active	TRT-12	1.3%	Visibility of bike share stations may help advertise potential of bicycling as a mode of transport	Data estimated from Capitol Bikeshare reports on vehicle ownership changes due to bikeshare
3.4.7	Fleet of Bicycles	Until bike share stations are available, free bicycles will be available for lending to residents and employees.	TRT-12		Fleet would include cargo bicycles to facilitate family travel or trips where the rider needs to carry packages or bags.	Becomes redundant once docked bicycle sharing is available.
3.4.8	Carshare Parking	Provide carshare parking	TRT-9	1.0%	The presence of carshare allows for households to live without owning an automobile, which reduces their total vehicle trips	

Strategy Number	Strategy Name	Description	CAPCOA Reference	Effectiveness (Reduction in Daily Vehicle Trips)	Additional Benefits	Notes
3.4.9	Delivery Supportive Amenities	Features that support delivery of goods and services, including lockers, temporary storage, etc.	N/A	no data	While this measure largely provides an amenity for residents, its presence may assist zero-car households; this mechanism is similar to that for carshare.	
3.4.10	Family TDM Amenities	Includes on-site storage for personal car seats and utility carts for households that may not own a car	N/A	no data	While this measure largely provides an amenity for residents, its presence may assist zero-car households; this mechanism is similar to that for carshare.	
3.4.11	On-Site Childcare	On-site childcare that reduces the distance that families travel to access childcare.	LUT-3	N/A	Studies show no demonstrable effect; however, research shows around 10 percent of trip chaining during commutes is due to escorting children to/from childcare (Davidson, 1991). Around half of commute trips are chained, and around 30 percent of trips to/from the project site are commute related, leading to a potential reduction of up to 1.5%	
3.4.12	Multi-modal Wayfinding	Signage that directs residents, employees, and visitors to a variety of transportation services and infrastructure.	TST-2	no data	Helps create an environment that supports and encourages use of active transportation and transit.	

Strategy Number	Strategy Name	Description	CAPCOA Reference	Effectiveness (Reduction in Daily Vehicle Trips)	Additional Benefits	Notes
3.4.13	Real-time Transportation Displays	Displays and electronic signs showing departures and arrivals of transit service.	TST-2	no data	Helps create an environment that supports and encourages use of transit.	
3.4.14	Tailored Transportation Marketing Services	Ongoing promotion and marketing of sustainable transportation modes	TRT-8	2.5%	Helps create an environment that supports and encourages use of active transportation and transit.	Range of reduction is 1 - 4 percent. Midpoint selected due to measures applying primarily to commute trips, but having some general applicability to all trips.
3.4.15	On-Site Affordable Housing	Inclusion of 25% affordable housing	LUT-6	1.0%	Lower-income households tend to make fewer vehicle trips, and have lower rates of vehicle ownership.	
3.4.16	Unbundled Parking	Require office tenants and residents to pay for parking spaces separately from lease or ownership costs	PDT-2	3.0%	Encourages households to forego owning a car that requires storage, and encourages office tenants to charge employees for parking or offer parking cash-out.	Range of reduction is 2.6 to 13%. Reduction assumes that effectiveness is dampened due to common practice of charging for parking in San Francisco
Subtotal (including category capping)				10.0%¹		
Quantifiable Additional Reductions						
N/A	Comprehensive Bicycle Improvements	Anticipated cumulative effect of multiple bicycle-friendly design options	SDT-2, SDT-4	1.0%	Comprehensive bicycle promotion and facilitation may have a traffic calming effect, which CAPCOA estimates can provide up to a 1% reduction in trips.	Assumes that strength of bicycle network creates benefits similar to the CAPCOA Traffic Calming strategy

<i>Strategy Number</i>	<i>Strategy Name</i>	<i>Description</i>	<i>CAPCOA Reference</i>	<i>Effectiveness (Reduction in Daily Vehicle Trips)</i>	<i>Additional Benefits</i>	<i>Notes</i>
N/A	Paid Parking	Increased price to park on-site for both employees and visitors	PDT-3	2.8%	Assumes increases in price to park on-site for both employees and visitors, as well as residents, in addition to unbundling parking from lease price.	Per CAPCOA, assumes that prices increase by 25 percent over those at similar sites
N/A	Pre-Tax Transit Benefits	Employer tenants offering pre-tax transit benefits to employees	TRT-4	0.2%	Some employer tenants will choose to provide transit benefits or pre-tax transit withholding under San Francisco Commuter Benefits Ordinance.	Assumes equivalent to a 25% subsidy of transit costs for participating employees. Assumes 10% of trips would be eligible.
Total with Quantifiable Additional Reductions (including category capping)				13.5%¹		

1. The TDM Plan includes elements for which no data is available to quantify specific reductions in vehicular travel demand, including 3.4.9 (Delivery Supportive Amenities), 3.4.10 (Family TDM Amenities), 3.4.11 (On-site childcare), 3.4.12 (Multi-modal wayfinding), and 3.4.13 (Real-time Transportation Displays). The combined effects of these elements plus elements for which quantifiable data is available will likely lead to further reductions than the totals summarized in this table, bringing the project's total trip generation closer to the goal of a 20 percent reduction.

Source: Fehr & Peers, 2018; CAPCOA, 2010

3.4 Detailed Review of Each Strategy

The following sections examine each of the 16 TDM strategies proposed as part of the India Basin development. All monitoring and reporting indicated below are for the purposes of complying with City requirements unless otherwise noted.

3.4.1 Bicycle Parking

Description:

- Includes secure bicycle parking, both indoors (Class I) and outdoors (Class II). Class I spaces would be protected from the elements and can either be provided in the form of enclosed lockers or a secure room. A room can accommodate a greater density of bicycles, but requires a large amount of consolidated space. Lockers take up more room overall, but can be stacked vertically and are more flexible in their space requirement. In addition to the indoor spaces provided for residents and employees, open-air Class II parking spaces would be provided for the public and site visitors. An appropriate portion of both Class I and Class II bike parking facilities would be for larger bikes. The project would provide enough bicycle parking to meet San Francisco Planning Code Requirements, and would provide at a minimum 1,477 Class I and 98 Class II bicycle parking spaces, for a total of 1,575 bicycle parking spaces. The project's approximate bicycle parking ratios are presented in **Table 5** on page 55. The bicycle parking ratios will be upheld by phase and to the extent possible, be spread across buildings appropriately based on their size, noting that buildings with fewer than six residential units may not each contain Class I bicycle parking due to space limitations.

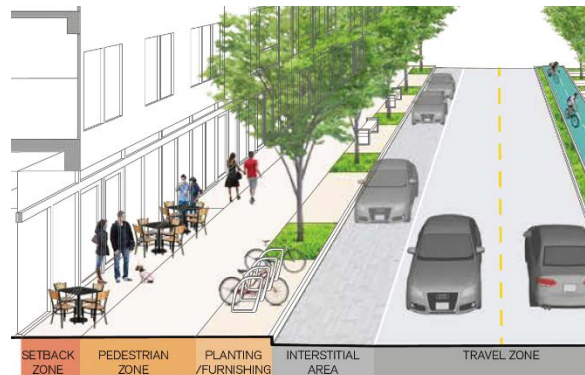
Phasing:

- Prior to submittal of project construction permit applications, verify that the appropriate buildings have been designed with required bicycle parking.
- Bicycle parking would be installed in each building as it is constructed and would be available for use upon receipt of Certificate of Occupancy for each building.

Siting:

- Class I bicycle parking would be provided in each building, except those with fewer than six residential units, approximately at the ratios presented in **Table 5**, near the natural pedestrian entrance, with ground floor access or ramp access; bicyclists would not need to ride an elevator or climb stairs to store their bicycle. Doorways between the street and parking area would be automated to the extent possible.

- Short-term public bicycle parking (Class II) would be located within 150 feet of building entrances in amounts adequate for visitors to each building, as well as in the furnishing zone along the New Hudson Avenue cycle track and Arelious Walker Drive. The furnishing zone (shown among conceptual streetscape zones to the right) along these streets is particularly appropriate for bicycle parking because of the major bicycle facility along New Hudson Avenue and because of the proximity of the Public Market and other retail destinations along Arelious Walker Drive. People on bicycles would be able to safely exit the New Hudson Avenue bicycle facility and cross that street to access all building entrances south of it via pedestrian crosswalks located at each intersection along the bicycle facility.



Target Audience:

- All site users.

3.4.2 Bicycle Repair Stations

Description:

- Bicycle repair stations typically include the basic tools required to fix a flat tire, adjust the chain and gears, and tighten brakes. Available tools would include, at a minimum, a bicycle pump, wrenches, a chain tool, lubricants, tire levers, hex keys/Allen wrenches, Torx keys, screwdrivers, and spoke wrenches. A typical bicycle repair station is shown at right (source: Institute for Transportation Research and Education).



Phasing:

- Bicycle repair stations would be installed commensurate with the bicycle infrastructure being constructed at each phase at that location. No fewer than three repair stations would be constructed.

Siting:

- Repair tools would be provided within every Class I bicycle storage room on-site with capacity of at least 20 bicycles.
- Public bicycle repair stations would be located along the most heavily used bicycle routes. Specifically, the project would include two outdoor repair stations, one on New Hudson Avenue and one along the Bay Trail.

Target Audience:

- All site users.

3.4.3 Showers and Clothes Lockers

Description:

- Showers and clothes lockers enable employees who bicycle to the project site to freshen up upon arrival, thereby making bicycle commuting more feasible and attractive.
- The exact site uses by building are still be determined, however, showers and clothes lockers would be provided according to the schedule of requirements listed in San Francisco Planning Code section 155.4(c). As such, more precise shower locations would be prescribed prior to the construction of each phase.

Phasing:

- Prior to phase construction, verify that the appropriate buildings have been designed with showers and lockers.

Siting:

- Showers and lockers would be located as close to Class I bike parking as possible. Showers and lockers would be located in well-lit locations selected to improve personal safety at all hours.

Target Audience:

- Employees (part-time and full-time).

3.4.4 Improve Walking Conditions

Description:

- The property owner would complete streetscape improvements so that the public right-of-way is safe, accessible, convenient and attractive to persons walking. The India Basin Design Standards and Guidelines (DSG) document specifies that streetscapes will be consistent with the Better Streets Plan.

Phasing:

- Prior to project construction, verify that streetscape design includes safe and accessible rights-of-way.

Siting:

- Throughout project site, with a specific focus on access to building entrances and adjacent transportation infrastructure.

Target Audience:

- All site users.

3.4.5 Bike Share Stations and Membership

Description:

- Bike share is a service in which bicycle are made available for shared use to individuals on a short term basis for a price that varies based on how long the bike is checked out.
- Ford GoBike, operated by Motivate, is the Bay Area's current dock-based bike share system, and like most systems, it allows users to borrow bikes at one location and return them to a different location. Current annual memberships allow users to check out a bike for 45 minutes at a time at no additional cost. Beyond 45 minutes, each additional 15 minutes currently costs \$3. In the event that a bike share station is approved for construction within the project site and once dates of installation are provided by the City, property managers would proactively offer to fully subsidize annual bike share memberships for residents (one per dwelling unit per year) and employees (both part-time and full-time).

Phasing:

- At this time, there are no stations installed or planned for the India Basin neighborhood. In the event that Motivate and the City decide to expand the system to the project site, Property Management would coordinate with SFMTA to reallocate curb space to accommodate 1-2 bike share stations on the project site.
- Subsidies for bike share memberships would be offered once dates of installation are provided by the City for bike share stations within the project site.

Siting:

- Bike share stations are typically located next to transit stations, major attractions, large employment centers, and residential centers. Stations can be on a sidewalk or at the curb and the project sponsor would work with SFMTA to reallocate curb space. Property Management would cooperate with Motivate, or any other bike share operator, to assist in the siting of one or two bike share locations along New Hudson Avenue at the time Ford GoBike decides to site a bike share station within the project site.

Target Audience:

- Property management would proactively offer to provide memberships for all employees (part-time and full-time) and residents (one membership per dwelling unit per year) at the project site. On-site stations would be available for use by anyone with a membership.
- Annual membership would be offered on an ongoing basis.

3.4.6 Bicycle Maintenance

Description:

- Bicycle maintenance services would be provided to residents and employees through vouchers for nearby bicycle shops or through an on-call bicycle mechanic. The property owner would pay for maintenance minimally equivalent to the cost of one annual bicycle tune-up. The cost of a basic tune-up would be estimated in consultation with local bicycle repair shops.

Phasing:

- The bicycle maintenance program would be ongoing, and first implemented upon building occupancy, contingent upon the presence of local bicycle shops that would accept the vouchers.

Siting:

- Tune-ups would take place at a nearby bicycle shop, or would be performed by an on-call bicycle mechanic.

Target Audience:

- Employees (part-time and full-time) and residents.

3.4.7 Fleet of Bicycles

Description:

- To enable project residents and employees to make short-haul trips by bicycle instead of by car, the property manager would provide a fleet of bicycles for use by residents, employees, and visitors. A maximum of 30 bicycles would be provided, which is an amount similar to the number of docks at two bike share stations. The property owner would provide helmets, locks, lights, baskets, and other amenities to facilitate convenient use of the fleet of bicycles. The fleet would include at least two cargo bikes that can accommodate family travel. When Ford GoBike or another major bike share system reaches the project site, the property manager could phase out this fleet of property-provided bicycles in favor of subsidized bike share membership.

Phasing:

- Bicycles would be purchased prior to building occupation.

Siting:

- Secure bicycle parking would be provided for the fleet of bicycles within an easily accessible bicycle room or a bicycle cage. Ideally, the fleet of bicycles would be located near showers and clothes lockers.
- Secure bicycle parking for the fleet of bicycles would be in addition to the bicycle parking described in Section 3.4.1. The project would provide more bicycle parking than required by the San Francisco Planning Code at the outset of the project, with the intention that the excess spaces would be used for the fleet of bicycles; later, as bike share reaches the vicinity of India Basin, the fleet of bicycles would be phased out and the excess bicycle parking would be used to satisfy the bicycle parking requirement for future phases of development.

Target Audience:

- Employees (part-time and full-time) and residents.

3.4.8 Carshare Parking

Description:

- Vehicles would be made available by reservation on an hourly basis, or in smaller intervals. To meet the number of carshare spaces recommended by the Planning Code, the project would designate approximately 17 parking spaces for carshare use, provided by a certified carshare organization. This number was derived using the ratios indicated in Table 166 of the Planning Code, which recommend 2 spaces for the first 200 dwelling units plus 1 space for every 200 dwelling units over 200, and 1 space for every 50 parking spaces provided for non-residential uses, as indicated in **Table 3**. Carshare signage would include wayfinding information from public access points. If the carshare spaces are not utilized (i.e. carshare companies decline to station vehicles there, or project residents or employees do not make use of carsharing), the designated spaces could be permanently repurposed for private vehicle parking or other uses.
- Scooter share, a relatively new paradigm in which electric-assist scooters are available for point-to-point trips, would not necessarily be provided at the project site. However, parking garages at the project site would include electric charging infrastructure suitable for use with scooter share vehicles, such that it would be feasible to accommodate shared scooters.

Phasing:

- Carshare parking would be provided with construction of parking garages, at the ratios indicated in **Table 3**. Carshare parking ratios will be upheld by phase, and services would be in place prior to occupation of adjacent buildings.

Siting:

- In each subsurface garage, close to the pedestrian access point to the garage. Garages containing carshare parking spaces will be publicly accessible, (i.e. for carshare members who are not residents or employees at the project site).

Target Audience:

- Employees (part-time and full-time) and residents. The vehicles would typically also be made available to users who do not live or work on the project site.

Table 3: Proposed Carshare Parking Ratios

		Number of Required Carshare Parking Spaces
Number of Residential Units	0-49	0
	50-200	1
	200 or more	2, plus 1:200 each additional 200
Number of Parking Spaces Provided for Non-Residential Uses or in a Non-Accessory Parking Facility	0-24	0
	25-49	1
	50 or more	1, plus 1:50 each additional 50

3.4.9 Delivery Supportive Amenities

Description:

- Delivery supportive amenities make it easier for project residents/employees to obtain goods or services by delivery, rather than by making vehicle trips. These amenities include features that permit deliveries in a manner and at a time convenient for both delivery companies and the recipients of deliveries, such as clothes lockers for delivery services, temporary storage areas for packages and other deliveries, and/or temporary refrigeration for grocery deliveries. These amenities would be provided in each building.

Phasing:

- Prior to project construction, verify that the appropriate buildings have been designed with delivery supportive amenities.

Siting:

- Delivery supportive amenities are most appropriate for medium- to large-scale residential and office buildings. These amenities would generally be located near the main entrance to each building, on the ground floor.
- Specific building plans are still being developed for the India Basin site; therefore, it is not yet feasible to identify which specific buildings will be appropriate for delivery supportive amenities. As a general rule, buildings with at least twenty residential units or at least 20 ksf of non-residential use would be suitable for delivery supportive amenities.

Target Audience:

- Office employees (part-time and full-time) and residents.

3.4.10 Family TDM Amenities

Description:

- Family TDM amenities reduce vehicle trips by making it easier for families to meet their needs using carshare, which makes it easier for families to forgo private vehicle ownership. Family TDM provisions address challenges that families or households face in making trips without a private vehicle. Amenities would include on-site secure storage for personal car seats, strollers, athletic gear, and shared collapsible shopping or utility carts. Storage would be located near off-street carshare parking spaces and could be unlocked using carshare membership cards (e.g. Zipcar's "zipcard").
- For buildings with at least 40 dwelling units, one secure storage location and one secure cargo bicycle parking space will be provided per every 20 dwelling units. In addition, for these buildings, collapsible shopping or utility carts will be provided at a rate of one per every 10 dwelling units.

Recommendation for Phasing:

- Family TDM amenities would be purchased and implemented prior to occupation.

Recommendation for Siting:

- These amenities would generally be located in close proximity to carshare parking spaces and/or near building entrances.

Target Audience:

- Residents.

3.4.11 On-site Childcare

Description:

- On-site childcare facilities reduce commuting distances between households, places of employment, and childcare. At least one on-site childcare facility would be provided within the project.

Phasing:

- The childcare facility is planned to be constructed as part of the Cove section of the site (phases are shown on Figure 2).

Siting:

- The project sponsor intends to construct the childcare facility in the Cove phase.

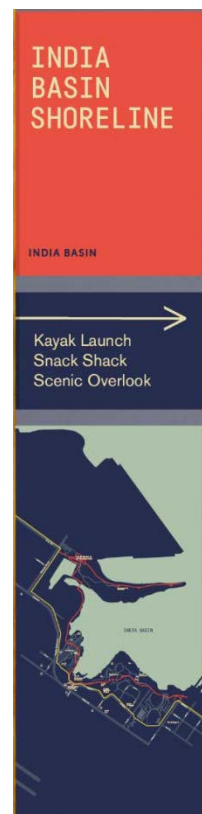
Target Audience:

- All site users, as well as families in neighboring areas. Childcare spaces would be reserved for employees (part-time and full-time) and residents at the project site, and secondarily for people residing within approximately one mile of the project site.

3.4.12 Multi-modal Wayfinding Signage

Description:

- Wayfinding signage directs residents, employees, and visitors to transportation services and infrastructure, including transit, bike share, carshare parking, bicycle parking and amenities, the Bay Trail, etc. Signage would be located both indoors and outdoors, and outdoor signage would be constructed to withstand weather elements. The property owner would provide signage to guide people walking to nearby destinations and transportation facilities. The property owner would coordinate with SFMTA and other local and regional agencies during implementation. A conceptual wayfinding sign, directing bicyclists and pedestrians to nearby destinations, is shown at right (source: Build). Bicycle wayfinding signage would be installed and maintained by SFMTA; pedestrian wayfinding signage would be installed and maintained by the project sponsor.



Phasing:

- Wayfinding signage would be installed prior to occupation.

Siting:

- Indoor signage would be located near the main entrance to each building and would direct building users to the on-site transportation resources, such as carshare parking and the fleet of bicycles in the secure bicycle parking area. Exterior signage would provide clear direction from building entrances to destination transportation facilities such as transit stops and bicycle facilities.

Target Audience:

- All site users.

3.4.13 Real-time Transportation Information Displays

Description:

- Real-time transportation information displays, including large television screens or computer monitors (such as the devices produced by TransitScreen), communicate sustainable transportation options and support informed trip-making. The property manager would install displays in strategic locations to be determined, such as lobbies in buildings with a high number of employees or residents.

Phasing:

- Information displays would be implemented prior to occupation.

Siting:

- Information displays would be located in prominent locations at pedestrian exits and lobbies in buildings with more than 100 dwelling units, or more than 200 employees.

Target Audience:

- All site users.

3.4.14 Tailored Transportation Marketing Services

Description:

- The project would deliver ongoing promotions to encourage use of sustainable transportation modes, and welcome packets for new residents and employees, as follows:
 - (1) Promotions. The TDM coordinator shall develop and deploy promotions to encourage use of sustainable transportation modes. This includes targeted messaging and communications campaigns, incentives and contests, and other creative strategies. These campaigns may target existing and/or new residents/employees/tenants.
 - (2) Welcome Packets. New residents and employees shall be provided with tailored marketing information about sustainable transportation options associated with accessing the project site (e.g., specific transit routes and schedules; bicycle routes; carpooling programs, etc.) as part of a welcome packet. For employees, the packet should reflect options for major commute origins. New residents and employees shall also be offered the opportunity for a one-on-one consultation about their transportation options.

- Marketing services would be provided by the TDM coordinator, if that employee has the capacity to do so. Alternatively, the project sponsor could retain a professional service (such as GreenTRIP) to deliver tailored transportation marketing services.

Phasing:

- Tailored transportation programs would be implemented on an ongoing basis, interfacing with residents and employees both during move-in and onboarding, as well as during their tenure living or working on-site.

Siting:

- N/A

Target Audience:

- Employees (part-time and full-time) and residents.

3.4.15 On-Site Affordable Housing

Description:

- Affordable housing generates fewer peak hour vehicle trips and lower parking demand than market-rate housing units. Approximately 25 percent of the dwelling units on-site (394 units) are designated as affordable at an average AMI of less than 110%.

Phasing:

- On-site affordable housing will be phased in accordance with the project's Development Agreement, more specifically the Phasing Plan Exhibit.

Siting:

- The location of affordable dwelling units has not yet been determined.

Target Audience:

- Residents.

3.4.16 Unbundle Parking

Description:

- The cost of parking would be unbundled, or separate from the cost of rent, lease, or ownership of residential units and non-residential uses at the project. Complying with San Francisco Planning Code, residential parking would not be sold or rented with residential units in either for-sale or rental buildings. Residents or workers who wish to have a car onsite would have to pay separately for use of a parking space. Residential and non-residential parking spaces would be leased at market rate. Residential parking would be leased on a monthly basis. Non-residential parking rates shall maintain a rate or fee structure such that:
 - Base hourly and daily parking rates are established and offered.
 - Base daily rates shall not reflect a discount compared to base hourly parking rates; calculation of base daily rates shall assume a ten-hour day.
 - Weekly, monthly, or similar-time specific periods shall not reflect a discount compared to base daily parking rates, and rate shall assume a five-day week.
 - Daily or hourly rates may be raised above base rate level to address increased demand, for instance during special events.

Phasing:

- Unbundled parking policies would be implemented as residents and tenants purchase or lease property within the project.
- Prior to construction of later phases of the project, the project sponsor will review with the City the utilization of parking spaces from earlier phases using data collected as part of ongoing monitoring and reporting, to inform whether parking ratios for later phases could be lowered. Other information to factor into this decision would include available public transit options, performance of the TDM program, and other transportation innovation trends.

Siting:

- N/A

Target Audience:

- Residents and employees (part-time and full-time).

Chapter 4. Parking and Loading Plan

This chapter describes the supply, location, and purpose of on-street parking and loading spaces at India Basin. While the EIR project description and the Design Standards and Guidelines (DSG) document provide siting information for these spaces; this plan provides additional definition. Bicycle parking is also briefly discussed in Section 4.4 below.

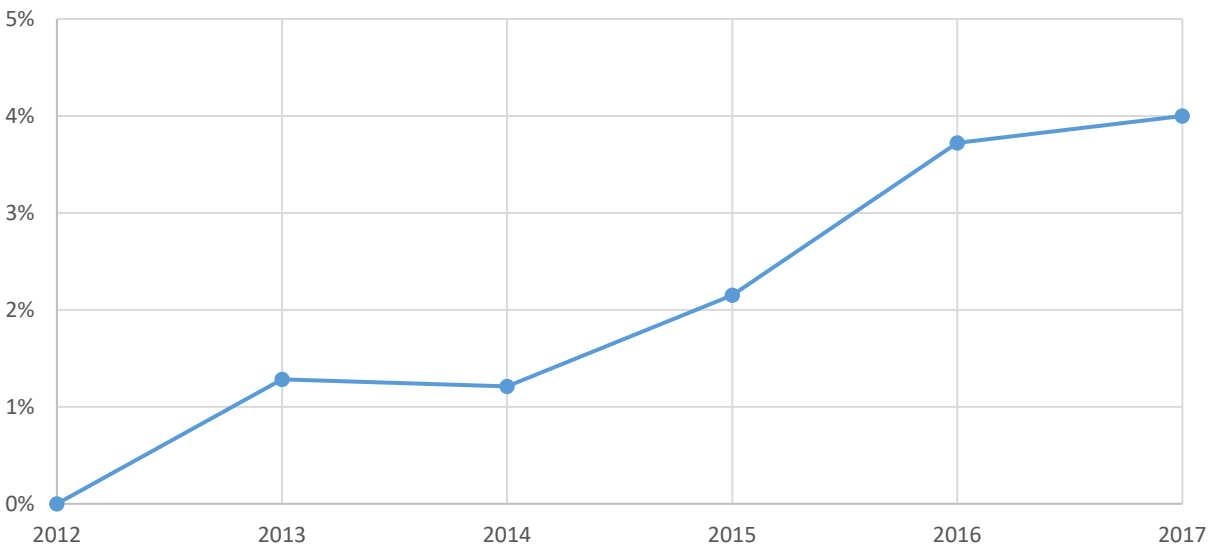
The discussions presented in this chapter are intended to supplement the loading discussions and improvement/mitigation measures included in the EIR, such as the Active Loading Management Plan (Improvement Measure I-TR-7). The relationships between supply and demand for loading and parking are discussed in TIS Sections 4.5 and 4.6, respectively, and are not further addressed here.

4.1 Relevant Trends

Three trends are particularly relevant to understanding loading needs for the India Basin project. First, ride hailing (also known as Transportation Network Companies) usage is rapidly increasing. Second, online shopping is capturing more of the shopping market, therefore, the amount of package delivery is expanding. Third, continued innovation in transportation-related technologies (such as smaller delivery vehicles, electric delivery bicycles, and vehicle automation) continues to streamline freight and package delivery activities.

San Francisco is the home of the TNC industry: both Uber and Lyft were founded and are headquartered in the city, and TNC ridership is high and appears to continue to be rising. As a travel mode, TNCs did not exist prior to 2009; nevertheless, by 2017 they represented a double-digit mode share at many travel survey sites throughout San Francisco. **Figure 7** shows the increase in TNC mode share over time, according to the SFMTA's Travel Decision Survey. As TNCs and other companies begin to deploy autonomous passenger vehicles, the possibility of driverless (and therefore inexpensive) taxi-like fleets becomes more realistic. This development could even further increase TNC ridership. Therefore, it is likely that passenger loading needs at India Basin and elsewhere will increase in future.

Figure 7: TNC Mode Share by Year

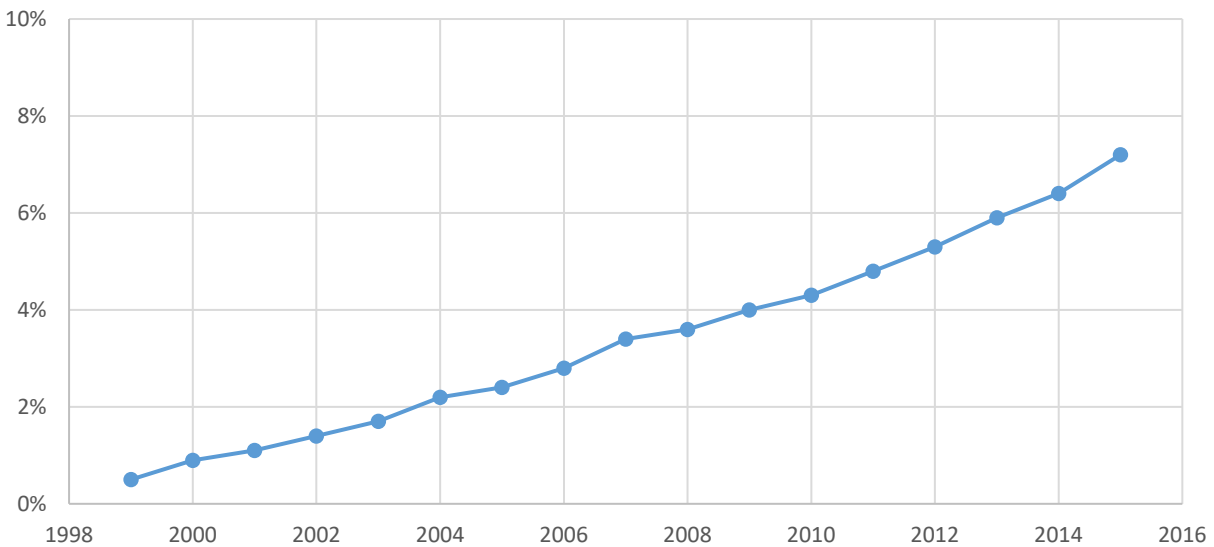


(Source: SFMTA Travel Decision Survey)

Package delivery is also on the rise. Notably, the United States Postal Service, which had been suffering as paper mail becomes less prevalent, has found new life acting as the last-mile deliverers of packages sent via FedEx and UPS. As shown in **Figure 8**, e-commerce represents a growing share of total retail trade, rising from 0.5 percent of retail sales in 1999 to 7.2 percent in 2015. Business Insider forecasts that national online retail sales will rise from approximately \$385 billion in 2016 to \$632 billion in 2020.¹ The continued growth in online retail has generated more delivery loading activity. Similar to TNC ridership, it is likely that e-commerce will continue to expand and therefore demand for package delivery loading space will increase in future.

¹ BI Intelligence (Business Insider), February 3, 2017. "Amazon accounts for 43% of US online retail sales." <http://www.businessinsider.com/amazon-accounts-for-43-of-us-online-retail-sales-2017-2>

Figure 8: E-commerce as a Percentage of Total Retail Trade



(Source: Census Bureau E-Stats)

At the same time, several approaches are emerging that promise to reduce freight loading space needs. First, retailers are experimenting with drone delivery, which could replace some package truck trips. However, it is not clear whether drone delivery can effectively scale to provide a significant alternative to truck delivery. Meanwhile, last-mile delivery by motorized or non-motorized bicycle could supplant some truck traffic and building features such as delivery-supportive amenities (as discussed in the TDM plan above) are becoming more common and have the potential to reduce dwell for package delivery vehicles.

It is important to note that, in the face of these trends, cities are recognizing the value of a holistic approach to curb space management and many municipalities, including San Francisco, are developing or revising their loading guidelines accordingly. For example, the San Francisco Planning Department is currently revising its environmental analysis guidance for several transportation topics, including calculation of loading demand related to new development. While official guidance has not been finalized or released, initial analysis indicates that deliveries may require increased curb space, and that an approach by which passenger loading and limited freight/delivery loading could be accommodated in shared curb spaces may be particularly effective. In sum, these and other similar efforts could enable more delivery activity to take place within the same or a smaller amount of delivery loading space.

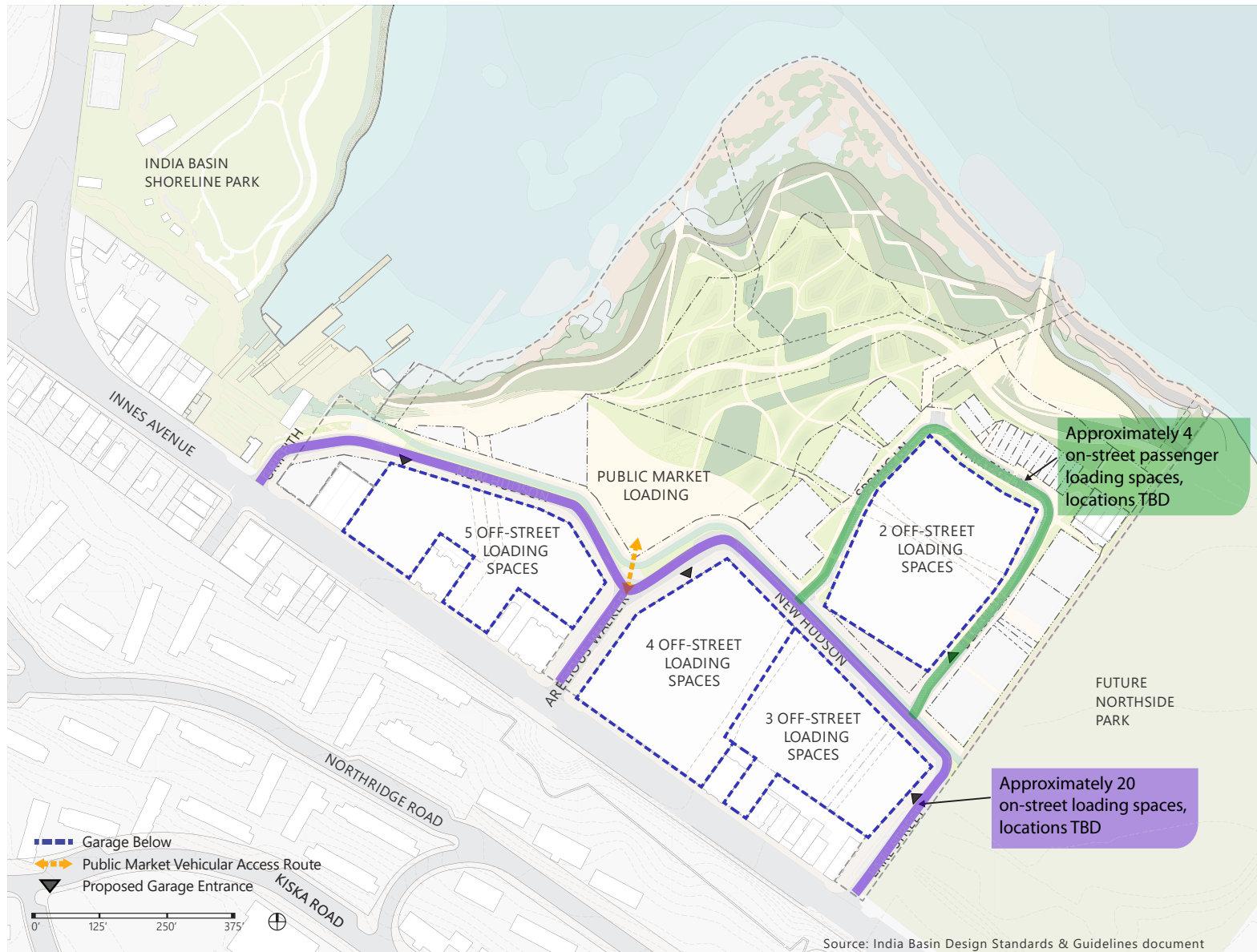
This plan accounts for changing forces by prioritizing on-street loading space within the project site and providing an amount of loading space that extends beyond what is typically provided. In the face of so

much change, the design of the project needs to accommodate flexibility so that it can adapt in response to the changing transportation landscape.

4.2 Overview of Parking and Loading Provision

In order to minimize street widths to encourage slow auto speeds and maximize the pedestrian realm, the project's parking plan minimizes on-street parking and instead focuses public parking within off-street garages. **Figure 9** shows proposed loading locations for the project, while **Figure 10** shows off-street parking facilities for the project.

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Note:
The numbers indicated refer to the total count of loading spaces in each area.
Spaces will be located throughout the areas, not solely at the specific locations indicated by the arrows.

Figure 9
Loading Plan

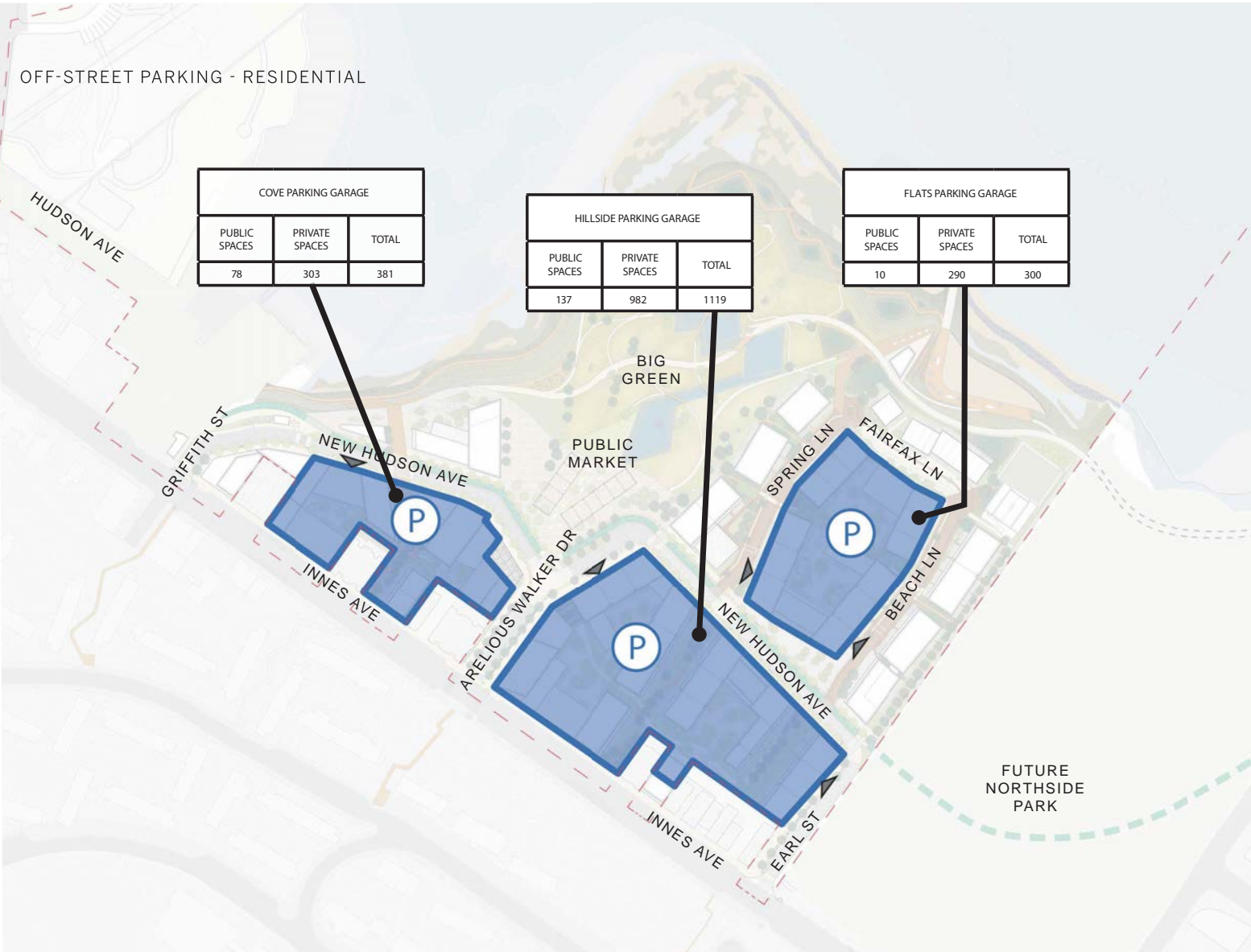
OFF-STREET PARKING - RESIDENTIAL

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COVE PARKING GARAGE		
PUBLIC SPACES	PRIVATE SPACES	TOTAL
78	303	381

HILLSIDE PARKING GARAGE		
PUBLIC SPACES	PRIVATE SPACES	TOTAL
137	982	1119

FLATS PARKING GARAGE		
PUBLIC SPACES	PRIVATE SPACES	TOTAL
10	290	300



--- PROJECT SITE BOUNDARY ■ PARKING GARAGES ▽ GARAGE ENTRANCE



Note:
 The number of parking spaces noted here represents the maximum number of spaces that would be provided. The Project Sponsor may ultimately choose to provide fewer parking spaces than noted here.

Figure 10
 Proposed Project (Build Property) Parking Plan - Off-street

On-Street Loading

Excluding the curb along Innes Avenue adjacent to the project site, the project would provide on-street loading zones to accommodate approximately 24 vehicles within the project site.² Of the on-street stalls not designated as accessible, the remainder will be designated as a mix of white and yellow zones, i.e. used for passenger pick-up and drop-off or temporary commercial loading (e.g., mail package delivery), and would be 20-30 feet in length. With ample off-street parking provided nearby, utilizing limited curb space for parking would be less efficient than utilizing it for loading, because parking would serve fewer people per hour and would result in unnecessary circling by drivers looking for convenient on-street parking.

As shown in Figure 9 above, for the project, approximately 24 on-street loading spaces would be provided along New Hudson Avenue, Arelious Walker Drive, and Earl Street. These loading spaces would generally be clustered into groups of two or three spaces per location. Loading zone size, design, and location would be further developed and reviewed by the SFMTA before being finalized but it is anticipated that these clusters of loading zones would be centered on New Hudson Avenue in order to be centrally situated in the project site. This number includes four passenger loading zones along the loop of Beach Lane, Fairfax Lane, and Spring Lane. These zones would be situated at midblock locations in order to ensure that fire engines would be able to complete turning maneuvers through this loop.

Off-Street Parking

The project would provide a total of 1,800 off-street parking spaces, which are intended to be shared across different land uses. The project is providing fewer parking spaces than would be required by Planning Code were the project not in a Special Use District. The project's parking will be phased in with the construction of each associated building, as presented in **Figure 2**. Parking supply and approximate parking ratios by land use are presented in **Table 4**. This table also shows the typical Planning Code minimum requirements that would apply were the project subject to typical land use controls.

² The DSG indicates six on-street parking/loading spaces on Arelious Walker Street and seven on-street parking/loading spaces on Earl Street; the project TIS indicates that 20 parking/loading spaces would be available across these two locations.

Table 4. Parking Ratios by Land Use

Land Use		Maximum Proposed Parking		General Planning Code Minimum Parking Requirements ¹	
Type	Amount	Ratios (approx.)	Amount	Ratios	Amount
Residential (dwelling units)	1,575	1 dwelling unit : 1 parking space	1,575	1 dwelling unit : 1 parking space	1,575
Retail (sf)	87,191	700 sf Retail : 1 parking space	125	1 for each 500 sf up to 20 ksf; plus 1 for every 250 sf when in excess of 20 ksf	309
Office (sf)	121,915	1,200 sf Office : 1 parking space	100	500 sf Office : 1 parking space	245
Open Space (acres)	24.5	n/a	0		0
<i>Total</i>	-	-	<i>1,800</i>	-	<i>2,128</i>

Notes:

1. Requirements that would apply were the project not in a Special Use District.

The project’s 1,800 off-street parking spaces include 1,575 private parking spaces and 225 public parking spaces. These parking spaces would be located in garage structures built into the other land uses on both the ground level and up to two stories below ground. Wayfinding signage would clearly direct arriving vehicles toward the several garage entrances throughout the site.

The cost of parking will be unbundled, or separate from the cost of rent, lease, or ownership of any land use at the project. Section 3.4.16 describes how the project’s unbundled parking policies would comply with San Francisco Planning Code.

The project and the City will meet and confer soon after the buildout of certain pre-agreed checkpoints of the project, as described in Section 3.1. These conversations will explore potential changes to subsequent phases that should consider: transit services in place and/or imminent; performance of project’s TDM strategies, opportunities to enhance the TDM program; trends in driving/parking; and other relevant factors. In light of these, the project and City will pursue the potential to provide less parking than entitlements allow, to the extent feasible.

Off-Street Loading

Within the Build property, the project would include 14 off-street loading spaces distributed across the four proposed off-street parking garages, in addition to the 24 on-street loading spaces. Each off-street space would be at least 35 feet long and 12 feet wide to meet the dimension requirements contained within the Planning Code.

4.3 Locations of Specific Parking and Loading Activities

This section presents where the following types of parking and loading activity would be expected and encouraged to occur within the project site:

- Delivery truck loading
- Automobile parking
- Passenger loading
- Microtransit

Ordinarily, this section would include detailed recommendations regarding the location and quantity of curb space that should be allocated to each parking and loading type at each building on the site. However, because detailed information about building sizes and access points was not available as of this writing, it was not possible to make recommendations specific to the buildings at the project site. Therefore, this section describes on a holistic basis where the above parking and loading activities would take place, and designates on-street accessible parking/loading areas planned for the project site.

Delivery Truck Loading

Package delivery would take place at any of the on-street commercial loading zones. The package delivery vehicle (a light truck) would remain within the street loading zone and the delivery employee would use a cart or hand truck to deliver packages to individual buildings. The maximum permitted dwell time at these on-street loading zones would be established at 30 minutes, the standard yellow curb/freight loading duration limit. Deliveries that require longer than 30 minutes would be made at off-street delivery sites. While the precise locations of these on-street loading zones have yet to be finalized, the project sponsor would make efforts to locate the zones close to building entrances, in order to encourage delivery trucks to use the zones.

Large trucks (which can be between 40 and 60 feet in length) would be accommodated in the project's 14 off-street loading facilities which would each be at least 35 feet long and 12 feet wide (see Figure 9, prior). These trucks are too large to perform loading operations on the street. These larger trucks would be directed to off-street loading facilities by a combination of signage which may include a color scheme to be developed. Additionally, a delivery management coordinator would direct trucks to the appropriate facilities.

Automobile Parking

A portion of the on-street curbside parking/loading area would be reserved (as blue-curb zones) for use by persons with disabilities; at least one blue-curb zone would be provided at each curbside parking/loading area that is at least 80 feet in length. However, as noted above, no on-street parking would be provided internal to the project site. Residents and employees of the proposed project would learn to seek off-street parking; visitors arriving at the site by car would similarly be directed toward the several off-street parking garages.

Passenger Loading

According to the DSG, the street cross-sections within the project site generally involve narrow travel lanes (as low as 10 feet wide adjacent to planted buffer zones or 11.5 feet wide adjacent to sidewalks) and very few dedicated loading or parking spaces adjacent to the travel lanes.³ In the case of freight and package delivery loading, commercial operators can be expected to seek out officially permitted loading zones. However, drivers performing passenger loading activities will likely attempt to get as close to the desired origin or destination as possible, irrespective of whether a permitted loading zone is present.

Passenger loading along Beach Lane, Spring Lane, and Fairfax Lane would take place within the “shared/drop-off” space that the DSG envisions for those streets. Passenger loading along Arelious Walker Drive and Earl Street would use the on-street “flex-space” loading spaces on the west sides of those streets.

Passenger loading instances along Innes Avenue would likely take place informally near the curb. It is important to note that the provision of groups of flex-space loading spaces spread across the project site’s several block faces would help reduce passenger loading activity along Innes Avenue. Options to manage passenger loading demand along Innes Avenue are limited, because stakeholders in the vicinity of the project site would likely oppose converting the on-street parking on Innes Avenue into passenger loading zones. Additionally, the City Family’s ability to regulate where TNCs can pick up and drop off (such as geofencing an area where pick up and drop off are prohibited) is limited and would only be as powerful as the enforcement effort supporting such regulations.

Microtransit

Microtransit refers to privately operated transit service that generally covers a more limited service area, during limited times of day, with smaller vehicles and more flexible operations than traditional public transit. While no microtransit services currently operate in the vicinity of the project site, they may be present in

³ These cross-sections can be found in the DSG.

the future. Microtransit vehicles, such as the 14-seat vans operated by Chariot, are small enough to be able to navigate streets internal to the project site and perform passenger loading and unloading along the site’s interior streets. Microtransit operators may wish to route their services adjacent to the project site along Innes Avenue, rather than through the project site, due to the greater linearity (and thus shorter runtime) of such a routing. If microtransit vehicles enter the project site, they would be permitted to conduct loading and unloading only within designated loading zones: the dwell associated with multiple passengers boarding and alighting would excessively inconvenience other vehicles if the microtransit vehicle were stopped in the travel lane. Any microtransit operations within or near the project site would need to comply with all applicable regulations.

4.4 Bicycle Parking

In addition to vehicle parking, the project would provide sufficient bicycle parking to meet San Francisco Planning Code, in any case a minimum of 1,575 bicycle parking spaces. Approximate bicycle parking ratios by land use, as outlined in Planning Code Section 155.2, are presented in **Table 5**. The majority of this bicycle parking would be Class I (suitable for long-term storage; generally in a secure/indoor location) and would be located within the various buildings in the Build property. The remaining bicycle parking, around 100 spaces, would be Class II (outdoor/general purpose/short-term storage) and would be located throughout the project site. An appropriate portion of both Class I and Class II bike parking facilities will be for larger bikes to ensure adequate parking for cargo and larger bikes.

Table 5. Code Required Bicycle Parking Ratios by Land Use

Land Use Type	Approximate Bicycle Parking Supply Ratios Required by Code	
	Class I	Class II
Residential	1 : 1 du ¹	1 : 20 du
Retail	1 : 7.5 ksf	10 plus 1 : each additional 10 ksf
Office	1 : 5 ksf	2 for initial 5 ksf, plus 1 : each additional 50 ksf
Open Space	n/a	n/a

Notes:

1. One Class 1 space for every Dwelling Unit. For buildings containing more than 100 Dwelling Units, 100 Class 1 spaces plus one Class 1 space for every four Dwelling Units over 100.

Source: San Francisco Planning Code Section 155.2.

Class II bicycle parking would be located commensurate with requirements for each building and any spaces associated with a particular building would be located within 150 feet of main building entrances. As outlined in the DSG, at least some of the Class II bicycle parking would be located within street furnishing

zones. Some of the Class II bicycle parking would be concentrated along New Hudson Avenue adjacent to the open space. In addition, on-street Class II bicycle parking would be installed along select locations on the north side of Innes Avenue where setbacks to the buildings would result in adequate space to accommodate the bicycle parking. Finally, Class II bicycle parking would be provided adjacent to the Bay Trail as it traverses the Big Green open space area; the precise locations of Class II bicycle parking adjacent to the Bay Trail are not yet known. All bicycle parking would comply with SFMTA Rack Placement Guidelines. **Figure 5** on page 16 above shows the proposed bicycle network and proposed bicycle parking locations.

Chapter 5. Shuttle Plan

5.1 Background

As prescribed in the EIR, the project would fund increases in the 44 O'Shaughnessy bus route, or if for any reason SFMTA determines that providing increased transit frequency is not feasible at the time its implementation would be required, the project would provide a dedicated shuttle to nearby regional transit facilities should the project be built out before the transit service improvements that are part of the Candlestick Point Hunters Point Shipyard (CPHPS) Transportation Plan are in operation.

If required, the shuttle mitigation measure would be implemented during the first third of the project, prior to when the significant capacity impact is expected to occur. This chapter provides detail on the operations of this potential shuttle service.

5.2 Transit Conditions

This section contains an overview of current and future transit conditions.

5.2.1 Current Transit Conditions

Muni currently serves the site with three routes (one directly and two a moderate walk away), but access to Downtown San Francisco and regional destinations is challenging using the current transit network and this paucity of service presents substantial challenges to developing a successful project. Glen Park station is the most accessible rail station, which in itself requires a bus trip of around 30 minutes to access. The nearest Caltrain stations (22nd Street and Bayshore) are even less accessible, requiring a bus-to-bus or bus-to-light rail transfer to access. Travel to/from Downtown San Francisco might best be undertaken by a bus-to-light rail transfer onto the T-Third, a one-way trip that typically takes at least 45 minutes. A detailed description of current transit accessibility is provided below.



Immediate public transit access to the project site is provided by Muni bus service. The 19-Polk, 44-O'Shaughnessy, and 54-Felton Muni bus routes operate near the project site, as shown on **Figure 11**. The 19-Polk stops at the project site at Innes Avenue/Hunters Point Boulevard, Innes Avenue/Griffith Street, Innes Avenue/Arelious

Walker Street, and Innes Avenue/Earl Street, and operates at 15 minute headways during peak hours. The 44-O'Shaughnessy stops at Middle Point Road and Innes Avenue, 0.2 miles from the project site (8-13 minute walk), and operates at 8-12 minute headways during peak hours. The 54-Felton stops at Northridge

Road and Harbor Road, 0.2 miles from the project site (5-10 minute walk with an 80 foot grade change), and operates at 20 minute headways during peak hours.

The T-Third is the closest Muni light rail line to the project, which provides access to downtown San Francisco, the Central Waterfront, and Mission Bay neighborhoods. The nearest T-Third stop at 3rd Street and Evans Avenue is 1.1 miles from the project site (20-30 minute walk), and operates at approximately 10 minute headways during peak hours.

The North Bay, East Bay, Peninsula and South Bay are accessible via connections from Muni to Golden Gate Transit (North Bay), AC Transit (East Bay), Bay Area Rapid Transit (BART), Caltrain (Peninsula and South Bay), and SamTrans (San Mateo County). The nearest regional transit stations, operated by BART and Caltrain, are located between 2.5 and 4 miles away from the project site, and are therefore not within walking distance.



The BART stations most easily accessible to the project site are the Glen Park Station (approximately 4 miles west of the project site) and the 24th Street Mission Station (approximately 3.5 miles northwest from the project site). The Glen Park Station can be accessed directly by a single Muni route, the 44 O'Shaughnessy. Access to the 24th Street Mission Station is onerous and in itself requires a transfer. It can be accessed by taking the 19 Polk Muni route and transferring at 25th Street and Connecticut Street to outbound Muni route 48 Quintara. Each station is served by around 32 trains per hour (total for both directions) in the peak periods.



The project site is roughly equidistant between the 22nd Street Caltrain station to the north and the Bayshore Station to the south; each are about 2.5 miles away. Access to each station is onerous and in itself requires a transfer. The 22nd Street Station can be accessed by taking the 19 Polk Muni route and transferring at 25th Street and Connecticut Street to inbound Muni route 48 Quintara. The 22nd Street Station is served by local, limited-stop, and "Baby Bullet" trains. In the weekday AM and PM peak periods, the station is served by around five trains per hour (total for both directions) by a mix of limited-stop trains and "Baby Bullet" trains. The Bayshore Station can be accessed by taking the 19 Polk Muni route and transferring at Third Street/Evans Avenue to the T-Third light rail line, which terminates a short walk from the Bayshore Station. The Bayshore Station is served by local and limited trains, but is not served by express "Baby Bullet" trains. Trains serve the Bayshore Station approximately twice per hour (total for both directions) during peak periods, and peak period trains are typically limited-stop trains. Therefore, the 22nd Street Station is likely a more desirable point of connection to Caltrain from the project site.



- 19 - Polk
- 24 - Divisadero
- 54 - Felton
- Nearest Stop to Project Site
- 23 - Monterey
- 44 - O'Shaughnessy
- - - T-Third



Figure 11
Existing Transit Network

5.2.2 Future Transit Conditions

The CPHPS Transportation Plan's expansive transit service programming will help the City achieve its long-term vision of connecting the new 21st Century neighborhood that contains CPHPS and India Basin, with the existing urban fabric of the adjacent Bayview neighborhood and the remainder of the City. The CPHPS Transportation Plan targets a near doubling of the current mode share of transit in the vicinity of Candlestick Point and Hunters Point Shipyard, where India Basin is located. To achieve this, the CPHPS Transportation Plan has identified, in partnership with SFMTA, new and improved transit services in this area. The following transit strategies are included in the CPHPS Transportation Plan (also shown in **Figure 12**):

- New direct one-seat transit service is proposed to serve the high employment concentration of Downtown San Francisco through the Hunters Point Express (HPX), which will stop at Innes Avenue/Arelious Walker Street and ultimately have 6 minute frequency. This route will express between the project site and Downtown San Francisco and therefore provide a rapid connection for passengers.
- Existing Muni lines 44 O'Shaughnessy and 48 Quintara would be extended along Innes Avenue to Hunters Point Shipyard via India Basin to replace the 19 Polk which would be rerouted away from the project site. Service frequencies on these lines would be increased throughout the day, evening, and weekends to accommodate greater demand, with route 44 frequency ultimately increasing to 6.5 minutes at peak (currently 10 minutes), and route 48 frequency ultimately increasing to 10 minutes at peak (currently 10 minutes in the AM and 14 in the PM).

These proposals would result in a dramatic improvement of transit service along Innes Avenue from the current four buses per hour per direction (the existing frequency of route 19) to 25 buses per hour per direction (the combined proposed frequency of HPX, 44, and 48), and would greatly expand the areas of the City accessible with a one-seat bus ride.



Note: this is subject to change



Figure 12
Proposed Future Transit Network

5.3 Proposed Shuttle Route

As described in the Background section, the project would need to provide shuttle service on an interim basis to bridge gaps in transit capacity in the event that: (1) project buildout occurs prior to the implementation of the appropriate suite of transit improvements contained within the Candlestick Point Hunters Point Shipyard Transportation Plan (CPHPS TP); and (2) the SFMTA decides not to otherwise increase transit frequency on the 44 O'Shaughnessy. The proposed interim shuttle route would supplement existing, nearby transit service by providing direct connections to local and regional rail service, such as the T-Third Muni Light Rail, BART, and Caltrain. The proposed service would be free to users and open to the public.

Recognizing the project will be constructed in phases with gradually increasing occupancy, the shuttle route is proposed to be rolled out in two phases. Phase 1 is the initial route, which would connect the project site with T-Third, Caltrain, and BART. All pick-ups are served by this single route to ensure the highest possible service frequency for a given expenditure, and therefore lower average wait times. Breaking the route into two (one for Caltrain and one for BART) would require roughly twice as many vehicles to meet the same headways, decreasing the cost-effectiveness of the route. As designed, the stop for the T-Third is on the quickest route for Caltrain and BART riders, presenting zero deviation. The quickest route between the India Basin project and the Glen Park BART station (whose selection is explained in more detail below in Section 5.3.1) is via the I-280 ramps at Cesar Chavez Street; therefore the stop at the 22nd Street Caltrain station presents only a minor deviation for BART riders of around five minutes, not large enough to outweigh the increased wait time that would result if the route were broken into two (to serve Caltrain and BART separately). **Figure 13** presents the Phase 1 proposed shuttle route. Should shuttle occupancy reach a point where capacity is exceeded, which is expected during the second half of project buildout, the route would be broken into two separate Phase 2 routes: one to serve Caltrain directly and the other to serve BART directly. Both Phase 2 routes would also stop at T-Third. **Figure 14** presents the Phase 2 shuttle routes.

Alternatively, microtransit providers could contract to operate the service and be better-placed to adapt vehicle size and routing to fit demand, if desired. In this case, the project may be willing to partially subsidize microtransit service, such as that provided by Chariot, in lieu of providing a shuttle.

5.3.1 Route Selection

The routes were designed to serve the 22nd Street Caltrain station and the Glen Park BART station. 22nd Street Station is selected because it provides the highest level of service of the nearby Caltrain stations and Glen Park station is selected because it is the quickest BART station to reach from the project site. The lower travel time and travel time variability of Glen Park station compared with other BART stations was calculated

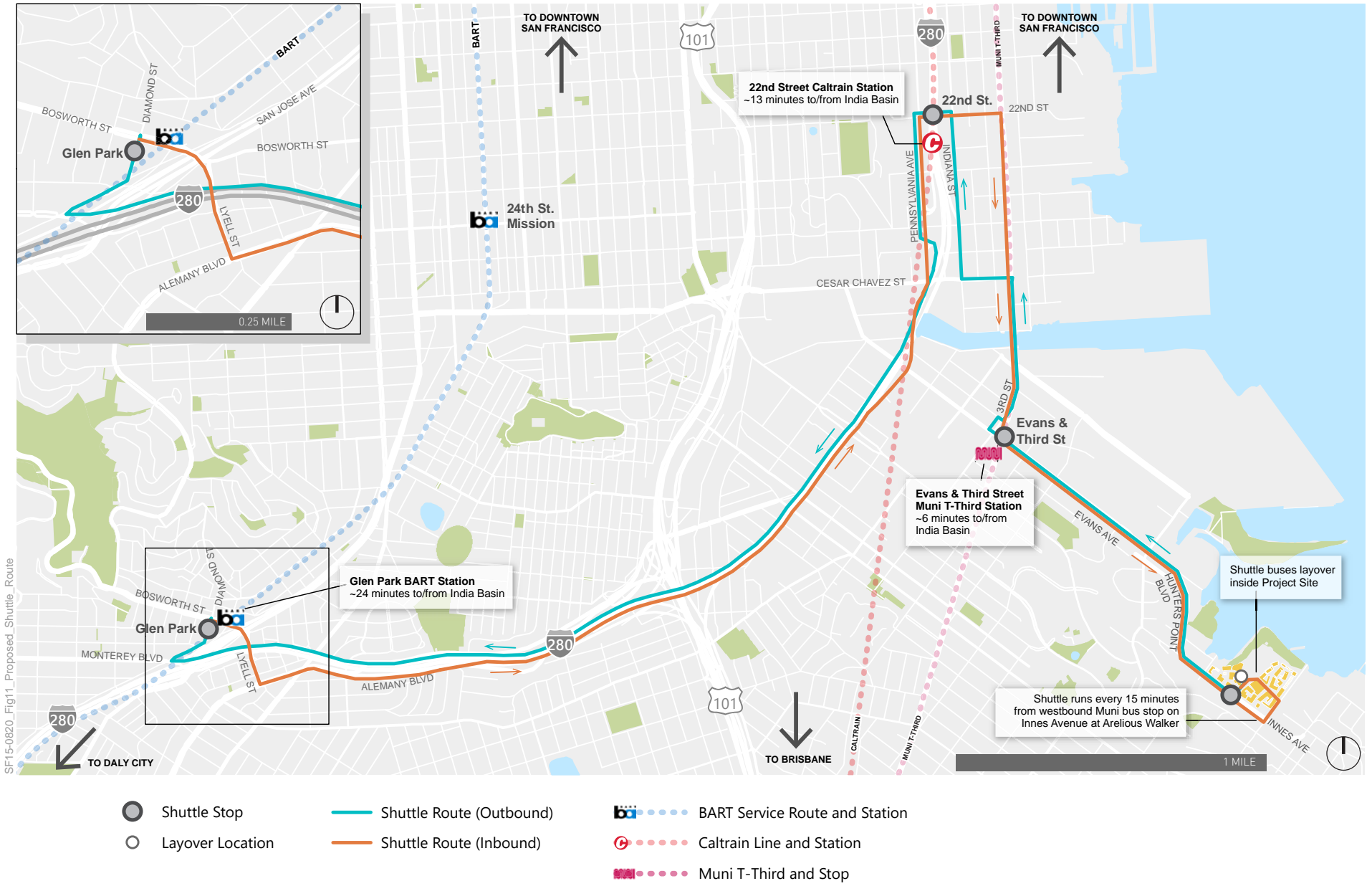
using an analysis of Google Maps traffic data metrics, as presented in **Appendix A**. The presence of existing passenger loading “white zones” adjacent to Glen Park BART station would also be favorable to SFMTA.

The proposed Phase 1 shuttle route would connect India Basin to Glen Park BART station in a similar fashion to the 44-O’Shaughnessy. Although the 44-O’Shaughnessy runs slightly more frequently (8-12 minute headway during peak hours) compared to the proposed shuttle (15 minute headway during peak hours), total travel time to/from Glen Park BART station would be less using the proposed shuttle route as it would perform fewer stops and be able to express along the freeway for part of the route. The Phase 1 proposed shuttle route would take approximately 25-30 minutes to get to/from Glen Park BART station, whereas the 44-O’Shaughnessy would take approximately 30-35 minutes, including additional walking time as the nearest stop is a quarter-mile walk from the project site.

Final routes and stops for the proposed interim shuttle will be reviewed and approved by the SFMTA prior to implementation.

5.3.2 Monitoring

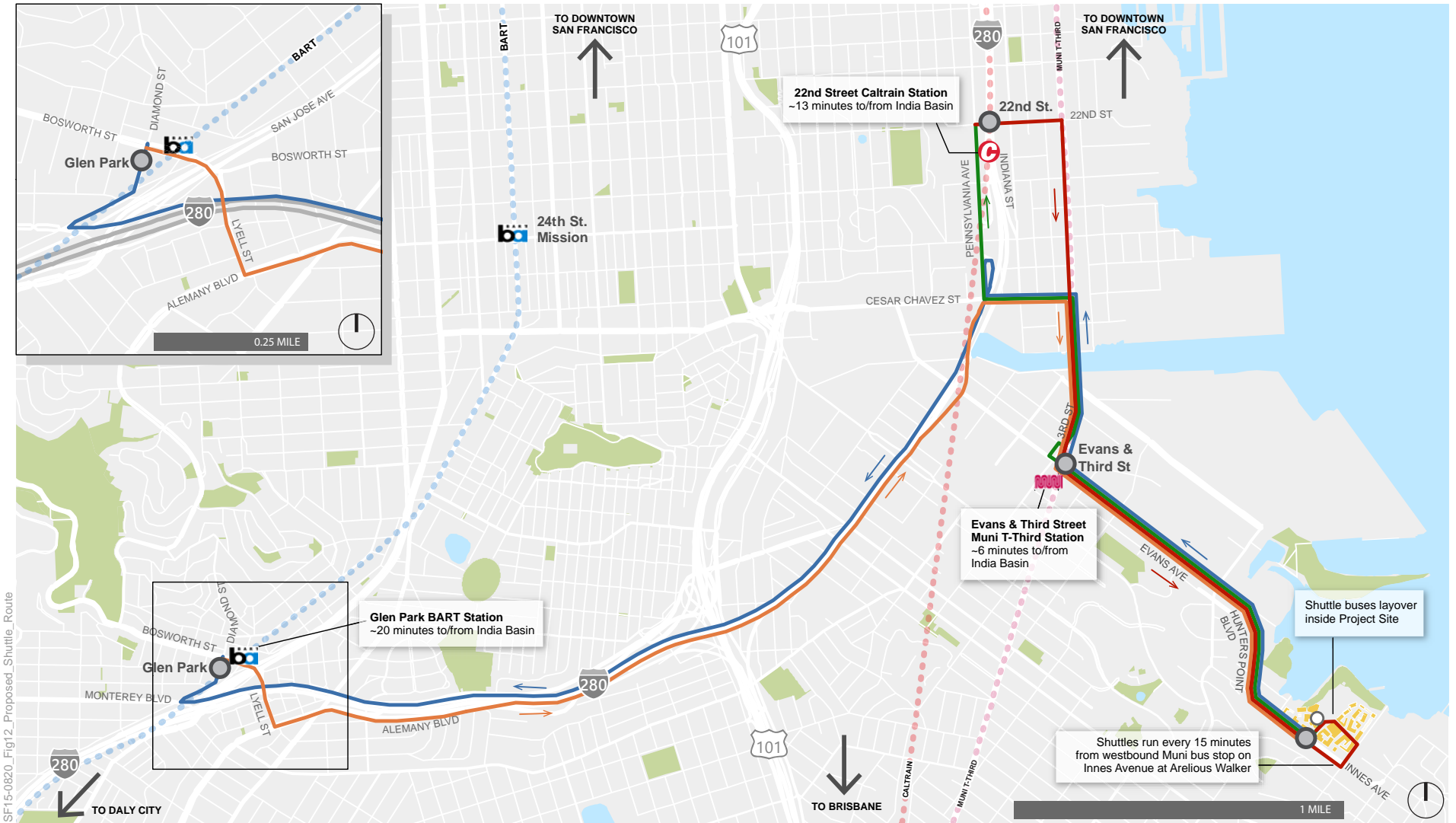
The proposed shuttle routes are flexible and could be adapted to better serve future residents and employees of India Basin. The shuttle routes would be monitored for effectiveness by the TDM coordinator and/or Transportation Management Association (TMA), to ensure that the needs of shuttle users are being met. SFMTA would be responsible for monitoring crowding on the 44 O’Shaughnessy and determining whether the project results in crowding along that route. Monitoring practices could include analyzing ridership trends, shuttle frequency, travel time, travel time variability, and the results of passenger surveys.



SF15-0820_Fig11_Proposed Shuttle_Route



Figure 13
Phase 1 Proposed India Basin Shuttle Route



SF15-0820_Fig12_Proposed_Shuttle_Route

- Shuttle Stop
- Layover Location
- Caltrain Shuttle Route (Outbound)
- Caltrain Shuttle Route (Inbound)
- BART Shuttle Route (Outbound)
- BART Shuttle Route (Inbound)
- BART Service Route and Station
- Caltrain Line and Station
- Muni T-Third and Stop



Figure 14
Phase 2 Proposed India Basin Shuttle Routes

5.3.3 Phase 1 Route and Stops

The Phase 1 route would begin at a stop at the intersection of Innes Avenue and Arelious Walker Drive. After continuing westbound on Innes Avenue, the shuttle would next stop adjacent to the T-Third Muni Light Rail stop at 3rd Street and Evans Avenue. The route would continue to the 22nd Street Caltrain station, and finally connect to Glen Park BART station, using southbound I-280. The shuttle would return by traveling to the 22nd Street Caltrain station using northbound I-280, followed by a stop at the T-Third 3rd & Evans Station, and finally returning to India Basin along Innes Avenue. The shuttle buses would dwell and wait for the next run either at the first stop location along the route or at an on-street parking or loading space within the India Basin development.

Due to the continually evolving curbside uses in the vicinity of the proposed stop locations, it is premature to identify specific shuttle stop locations. In the event that the project operates this interim shuttle service, the project sponsor will work with the SFMTA to identify and legislate safe zones for loading/unloading for each of the proposed shuttle stops, and/or comply with the SFMTA's Commuter Shuttle Program or any other applicable regulatory program.

5.3.4 Phase 2 Routes and Stops

The Phase 2 shuttle routes would serve the same stop locations as the Phase 1 shuttle route. The primary benefit of the Phase 2 shuttle would be to provide a more direct connection to Glen Park BART station compared to the Phase 1 route. The Phase 2 Caltrain route would also provide better bi-directional coordination with the train schedule as the shuttle can dwell at the station and wait for specific train arrivals. Both the 22nd Street Caltrain route and the Glen Park BART route would also serve the T-Third 3rd & Evans Station. The route alignments have been selected as those with the lowest combination of travel time and travel time variability. The project sponsor will work with the SFMTA to identify to identify compatible stop locations, if they are required to operate an interim shuttle service.

5.3.5 Operating Plan

This section presents the operating plan for the Phase 1 and Phase 2 routes, which includes a discussion of hours of operations and frequency; concept travel time and fleet size; and relevant San Francisco shuttle regulations. Additional information regarding assumptions and calculations made to determine the operating plan are included in **Appendix A**.

Operating Hours

The shuttle would operate during the morning between 6:00 AM and 10:00 AM, and the evening between 3:00 PM and 7:00 PM. The shuttle would operate at 15-minute headways to provide an adequate level of

service to urban commuters. A shuttle service operating at 20-minute headways could accommodate the estimated demand, but a 15-minute headway is the minimum reasonable frequency to serve urban commuters. Regional transit service at Glen Park BART station is frequent enough that transfer waiting time would generally be short and coordination for individual trains would not be effective. However, service at Caltrain service is more infrequent and therefore to avoid overly large wait times, the service should be scheduled to coordinate with the Caltrain schedule to the extent possible.

Service Frequency and Fleet Size

Concept travel times for the Phase 1 shuttle route were developed from the following additive components: Google Maps travel time ranges for driving during the peak AM and PM periods, dwell time at shuttle stops, delay from proposed signals along Innes Avenue, and layover time. We estimate that the typical round-trip run time during peak periods (including layover) would be approximately 60 minutes. A fleet size of four shuttle vehicles would therefore be required in order to provide 15-minute headways. Each route within Phase 2 service would have at least a 15 minute frequency, with frequencies calibrated to optimally serve the demand for each service. A fleet size of around six vehicles would be required for Phase 2. The fleet should also include an additional spare vehicle in case of breakdown. A typical 30-foot cutaway shuttle bus with capacity of around 20-30 seats would be appropriate for this service and would accommodate demand.

SFMTA will undertake routine monitoring of crowding levels on nearby routes on an ongoing basis. If ridership on overcrowded Muni routes is found to be above 85 percent of overall service capacity, due to the addition of project transit trips, the property manager would provide additional shuttle frequency to reduce occupancy to below 85 percent utilization, or to below the extent caused by the project, whichever is higher.

Commuter Shuttle Program Participation

The proposed shuttle route could participate in the SFMTA Commuter Shuttle Program, which regulates employer-provided shuttles in San Francisco.⁴ Since the proposed shuttle is free to users and open to the public, there would be no fee to use the Commuter Shuttle Program's network of shuttle stops. However, at this time, the program network does not include dedicated stops along the proposed shuttle route.

⁴ SFMTA (2017). "Commuter Shuttle Program." Accessed at <https://www.sfmta.com/projects/commuter-shuttle-program>



In the case that stops along the proposed shuttle route are not approved for inclusion in the Commuter Shuttle Program by the SFMTA, the project sponsor would need to work with SFMTA to find compatible stop locations. For example, the project sponsor could apply to install new passenger loading zones (a.k.a. “white zones”) through the SFMTA’s Color Curb program.⁵ The project would be responsible for any application and installation/renewal fees for a white zone.

The proposed shuttle would be required to operate within all applicable SFMTA and City of San Francisco regulations and programs. The project sponsors would monitor ridership on the shuttle annually and produce a report to the SFMTA describing the level of service provided and associated ridership.

⁵ SFMTA (2017). “New Color Curb.” Accessed at <https://www.sfmta.com/services/new-color-curb>

Appendix A. Shuttle Plan Calculations

Route Selection Travel Time Comparison

AM Peak Period

Route Option	Leg	Travel Time (minutes)			
		Mini- mum	Maxi- mum	Vari- ability	Aver- age
22nd St. Caltrain & 24th St. BART	Project Site to 22 nd St. Caltrain	7	14	7	10.5
	22 nd St. Caltrain to 24 th St. BART	7	18	11	12.5
	<i>Both legs</i>	14	32	18	23
22nd St. Caltrain & 16th St. BART	Project Site to 22 nd St. Caltrain	7	14	7	10.5
	22 nd St. Caltrain to 16 th St. BART	8	16	8	12
	<i>Both legs</i>	15	30	15	22.5
22nd St. Caltrain & Glen Park BART	Project Site to 22 nd St. Caltrain	7	14	7	10.5
	22 nd St. Caltrain to Glen Park BART	7	12	5	9.5
	<i>Both legs</i>	14	26	12	20

Source: Google Maps drive times for Tuesday 8 AM

PM Peak Period

Route Option	Leg	Travel Time (minutes)			
		Mini- mum	Maxi- mum	Vari- ability	Aver- age
22nd St. Caltrain & 24th St. BART	Project Site to 22 nd St. Caltrain	7	12	5	9.5
	22 nd St. Caltrain to 24 th St. BART	8	18	10	13
	<i>Both legs</i>	15	30	15	22.5
22nd St. Caltrain & 16th St. BART	Project Site to 22 nd St. Caltrain	7	12	5	9.5
	22 nd St. Caltrain to 16 th St. BART	9	18	9	13.5
	<i>Both legs</i>	16	30	14	23
22nd St. Caltrain & Glen Park BART	Project Site to 22 nd St. Caltrain	7	12	5	9.5
	22 nd St. Caltrain to Glen Park BART	7	14	7	10.5
	<i>Both legs</i>	14	26	12	20

Source: Google Maps drive times for Tuesday 5 PM

Round-Trip Travel Time Estimate

Phase 1 Route

Assumptions

Dwell Time per stop: 0.5 minute
 Delay per new signal⁶: 0.5 minute

Period	Average Travel Time Estimate (minutes)				
	Google Estimate ⁷	Adjustments			Adjusted Travel Time
		Dwell Time	New Signals	Layover Factor ⁸	
AM	47	3.5	4.5	1.1	60.5
PM	45	3.5	4.5	1.1	58.3

Phase 2 Route

Assumptions

Dwell Time per Stop: 0.5 minute
 Delay per new signal: 0.5 minute

Route	Period	Average Travel Time Estimate (minutes)				
		Google Estimate	Adjustments			Adjusted Travel Time
			Dwell Time	New Signals	Layover Factor	
22nd Street	AM	22.5	3	4.5	1.1	33.0
	PM	21.5	3	4.5	1.1	31.9
Glen Park	AM	33	3	4.5	1.1	44.6
	PM	31	3	4.5	1.1	42.4

⁶ Project signals to be installed at Hunters Point Boulevard/Hawes Street/Hudson Avenue, Innes Avenue/Hunters Point Boulevard, Innes Avenue/Griffith Street, Innes Avenue/Arelious Walker Street, and Innes Avenue/Earl Street. Shuttle would experience 9 new project signals on a round-trip loop, not accounted for in Google travel time estimates.

⁷ Estimate from Google Maps of in-motion travel time.

⁸ Layover assumed to be 10 percent of running time.

Fleet Size

Phase 1 Route

Assumptions

Headway: 15.0

Period	Fleet Size
AM	4.0
PM	3.9

Phase 2 Route

Assumptions

Headway: 15.0 minutes

Route	Period	Fleet Size
22nd Street	AM	2.2
	PM	2.1
Glen Park	AM	3.0
	PM	2.8
Total	AM	5.2
	PM	5.0

Ridership Estimate

Transit Person Trip Demand (Source: India Basin TIS)

Transit Line	AM		PM		Shuttle Demand
	In	Out	In	Out	
19-Polk (LMLP ⁹)	63	67	106	57	50%
44-O'Shaughnessey (GMLP ¹⁰)	52	49	88	42	80%
Caltrain (Regional Screenline)	23	23	21	21	100%
BART (Regional Screenline)	20	20	18	18	100%

Hourly Shuttle Demand by Stop

Station	AM		PM	
	In	Out	In	Out
T-Third	31	33	53	29
Caltrain	23	23	21	21
BART	62	59	88	51
Total	116	115	162	101

Shuttle Demand by Shuttle Vehicle

Assumptions:

Shuttle Headway 15 minutes
Shuttle Frequency 4 shuttles/hour

Route	AM		PM	
	In	Out	In	Out
Phase 1: T-Third -> Caltrain -> BART	29	29	41	25
Phase 2: T-Third -> Caltrain	10	10	12	9
Phase 2: T-Third -> BART	19	19	29	16

Typically shuttle capacity is ~25 seated persons per vehicle. Shuttle may experience standing-room only levels of demand where demand per vehicle is shown to be >25.

⁹ LMLP = local maximum load point between the project site and Third Street.

¹⁰ GMLP = global maximum load point along entire route.

EXHIBIT R

**WORKFORCE AGREEMENT
FOR PROPERTY AT INNES BETWEEN EARL AND GRIFFITH STREETS
(India Basin)**

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INDIA BASIN WORKFORCE AGREEMENT

I. Project Background. The development plan for the Project Site under the Development Agreement provides for the development of a new mixed-use urban village composed of market rate and affordable residential uses, office, retail, as well as new Infrastructure and Parks and Opens Spaces. Construction work under the Development Agreement will include development of Developer Property, as well as construction by Developer of a series of contiguous, integrated waterfront parks on City-owned property, including the India Basin Open Space and the Big Green. The ownership map attached shows those areas of the Project that will be owned by Developer during construction (the “**Developer Property**”) and those areas that will be conveyed to the City for Infrastructure and for parks and open space in connection with the public trust exchange contemplated under the Development Agreement (the “**City Property**”).

This Workforce Agreement sets forth the activities Developer shall undertake, and require their Construction Contractors, Consultants, Subcontractors, Subconsultants, and Commercial Tenants, as applicable, to undertake, to support workforce development in the construction of the Project and end use phases of the Project Site as required under this Workforce Agreement.

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

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

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

This Workforce Agreement requires the following:

- Permanent Employers that occupy more than 25,000 gsf of space for Commercial Activity to enter into a First Source Hiring Agreement (in the form attached as Attachment A-1) in compliance with the operational requirements of Administrative Code Chapter 83. Developer shall also include in such Contracts provisions that require Lessees and Service Providers to identify a single point of contact and contact OEWD’s Business Services team to discuss its obligations under the First Source Hiring Agreement.
- Developer to enter into a First Source Hiring Agreement for Construction Work on Covered Operations, in the form attached as Attachment A.
- Developer to meet the hiring and Apprenticeship goals applicable to certain construction work for Local Residents and Disadvantaged Workers for Covered Projects on City Property, as set forth in Attachment B (Local Hiring Requirements).
- Developer to meet the utilization and outreach goals applicable to certain construction work for Local Business Enterprises, as set forth in Attachment C (LBE Utilization Plan).
- The Project to fund certain job readiness and training programs run by CityBuild.

The foregoing summary is provided for convenience and for informational purposes only. In case of any conflict between this Workforce Agreement and the Development Agreement, the provisions of this Workforce Agreement shall control.

III. Workforce Agreement.

A. DEFINITIONS

The following terms specific to this Workforce Agreement have the meanings given to them below or are defined where indicated. Other initially capitalized terms are defined in the Development Agreement. This Workforce Agreement and all Workforce-Development Plan-specific definitions will prevail over the Development Agreement in relation to the rights and obligations of Developers with respect to workforce development. All references to the Development Agreement include this Workforce Agreement unless explicitly stated otherwise.

“**Apprentice**” means any worker who is indentured in a construction apprenticeship program that maintains current registration with the State of California's Division of Apprenticeship Standards.

“**Apprenticeship**” shall mean a work experience that combines formal job-related technical instruction with structured on-the-job learning experiences. Apprentices are hired by employer at outset of training program, and the training program is pre-approved by the US Department of Labor (USDOL) or California Division of Apprenticeship Standards (DAS).

Apprentices receive progressive wages commensurate with their skill attainment throughout an apprenticeship training program. Upon successful completion of all phases of on-the-job learning and related instruction components, Apprentices receive nationally recognized certificates of completion issued by the USDOL or DAS.

“**Building**” means each of the existing, modified and new buildings to be constructed on the Project Site under the SUD.

“**Chapter 83**” is defined in Section III.D.2.

“**Commercial Activity**” means retail sales and services, restaurant, hotel, education and office uses, technology and biotechnology business, and any other non-profit or for-profit commercial uses permitted under the SUD that are conducted within a Building.

“**Construction Contractor**” means a construction contractor hired by or on behalf of Developer who performs Construction Work on the Project Site or other construction work otherwise covered under the LBE Utilization Plan or First Source Hiring Agreement for Construction (in the form of Attachment A-3).

“**Construction Work**” means, as applicable, (a) the initial construction of all Public Improvements, (b) the initial construction of Privately-Owned Community Improvements, (c) the initial construction of all Buildings to be carried out by a Developer under the Development Agreement, and (d) initial tenant improvement work for all Buildings. For the avoidance of doubt, Construction Work for Buildings shall not include any repairs, maintenance, renovations or other construction work performed on the Building after the City issues the last Certificate of Occupancy for the entirety of the applicable Building, including all initial tenant spaces..

“**Construction Workforce Requirements**” is defined in Section III.C.1.

“**Consultant**” is defined in Attachment C.

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

“**Developer**” means each and every Developer under the Development Agreement, including any Developer of a Building. For purposes of the initial tenant improvements within a Building, Developer shall mean the property owner or tenant that is responsible for the initial tenant improvements.

“**Disadvantaged Worker(s)**” is defined in Attachment B.

“**Final, Binding and Non-Appealable**” means 90-days after the subject approval, or if a third party files an action challenging the approval during such 90-day period, thirty days after the final judgment or other resolution of the action or issue.

“**FSHA**” means the City’s First Source Hiring Administration.

“**Horizontal Improvements**” means the (a) the initial construction of all Public Improvements, and (b) the initial construction of Privately-Owned Community Improvements.

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

“**Local Resident(s)**” is defined in Attachment C.

“**OEWD**” means the City’s Office of Economic & Workforce Development.

“**OLSE**” means the City’s Office of Labor Standards Enforcement.

“**Operations Workforce Requirements**” is defined in Section D.1.

“**Permanent Employer**” means each employer in a Covered Operation.

“**Referral**” shall mean a member of the Workforce System who has participated in an OEWD workforce training program.

“**Subconsultant**” is defined in Attachment C.

“**Subcontractor**” is defined in Attachment A3.

“**Threshold Amount**” is defined in Section 6.1 of the Administrative Code.

B. CONSTRUCTION WORK

1. **Application.** Developer and Construction Contractors shall comply with the applicable provisions of this **Section III.B.1** (the “**Construction Workforce Requirements**”) during construction of Horizontal Improvements and Buildings.
2. **Local Hiring Requirements.** Developer and Construction Contractors (and their subcontractors regardless of tier) must comply with the Local Hiring Requirements set forth on Attachment B attached with respect to Covered Projects (as defined therein) on City Property.
3. **First Source Hiring Program for Construction Work.** Developer performing Construction Work on any Covered Operations, that is not subject to the Local Hiring Requirements, will enter into a Memorandum of Understanding with the

City's First Source Hiring Administration in the form attached as Attachment A under which Developer must include in their contracts with Construction Contractors for Construction Work a requirement that the applicable Construction Contractor enter into a First Source Hiring Agreement in the form attached as Exhibit A, and to provide a signed copy of the relevant Form exhibits to the FSHA.

- 4. Local Business Enterprise Requirements.** Developer and their respective Contractors and Consultants (as defined in Attachment C) must comply with the Local Business Enterprise Utilization Program set forth in Attachment C.
- 5. Obligations; Limitations on Liability.** Developer shall use good faith efforts, working with the OEWD or its designee, to enforce the applicable Construction Workforce Requirements with respect to its Construction Contractors (as defined above), Contractors and Consultants (as defined in Attachment C), and each Construction Contractor, Contractor and Consultant, as applicable, shall use good faith efforts, working with OEWD or its designee, to enforce the Construction Workforce Requirements with respect to its Subcontractors and Subconsultants (regardless of tier). However, Developer shall not be liable for the failure of their respective Construction Contractors, Contractors and Consultants, and Construction Contractors, Contractors and Consultants shall not be liable for the failure of their respective Subcontractors and Subconsultants.
- 6. Prevailing Wages and Working Conditions.** Certain contracts for work at the Project Site may be public works contracts if paid for in whole or part out of public funds, as the terms "public work" and "paid for in whole or part out of public funds" are defined in and subject to exclusions and further conditions under California Labor Code sections 1720 1720.6. In connection with the Project, Developer shall comply with all California public works requirements as and to the extent required by State law. In addition, Developer agrees that all workers performing labor in the construction of public works or Public Improvements that will be dedicated to the City acceptance under this Agreement will be: (1) pay workers performing that work not less than the Prevailing Rate of Wages as defined in Administrative Code section 6.22 and established under Administrative Code section 6.22(e), (2) provide the same hours, working conditions, and benefits as in each case are provided for similar work performed in San Francisco County in Administrative Code section 6.22(f), and (3) employ Apprentices in accordance with San Francisco Administrative Code Section 23.61. Any contractor or subcontractor performing a public work or constructing Public Improvements must make certified payroll records and other records required under Administrative Code section 6.22(e)(6) available for inspection and examination by the City with respect to all workers performing covered labor. OLSE enforces labor laws, and OLSE shall be the lead agency responsible for ensuring that prevailing wages are paid and other payroll requirements are met in connection with the work, as more particularly described in the Workforce Agreement.

C. PROJECT OPERATIONS

1. **Application.** Covered Operations within the Project will be subject to the applicable First Source Hiring Requirements set forth in this Section (collectively, the “**Operations Workforce Requirements**”).
2. **First Source Hiring Program for Operations.** Each Developer of Commercial Space will ensure compliance with the operational requirements of Administrative Code Chapter 83 (“**Chapter 83**”). Compliance with Chapter 83 will be achieved by the following: (i) Developer will include in all lease, subleases or other occupancy contracts for Covered Operations (each, a “**Commercial Lease**”), a requirement that the Commercial Tenant enter into a FSHA Operations Agreement in the form in Attachment A-1; (ii) Developer will provide the executive(s) contact information within 10 days of execution of, or, if available, prior to execution of the applicable Commercial Lease, and will provide updated contact information annually thereafter; and (iii) With the execution of each applicable Commercial Lease, Developer will provide information and require the tenant to notify OEWD Business Services.

D. WORKFORCE JOB READINESS AND TRAINING FUNDS

The Project, using CFD (as defined in the Financing Plan) funds, will make up to Seven Hundred Fifty Thousand Dollars (\$750,000) available to pay for apprenticeship and job training programs and/or grants focused on landscaping, sustainability, and building maintenance work for the India Basin parks and open spaces.

E. GENERAL PROVISIONS

1. **Enforcement.** OEWD shall have the authority to enforce the Construction Workforce Requirements and the Operations Workforce Requirements. OEWD staff agree to work cooperatively to create efficiencies and avoid redundancies and to implement this Workforce Agreement in good faith, and to work with all of the Project’s stakeholders, including Developer, and Construction Contractors (and Subcontractors) and Permanent Employers, in a fair, nondiscriminatory and consistent manner.
2. **Third Party Beneficiaries.** Each contract for Construction Work and Covered Operations shall provide that OEWD shall have third party beneficiary rights thereunder for the limited purpose of enforcing the requirements of this Workforce Agreement applicable to such party directly against such party.
3. **Flexibility.** Some jobs will be better suited to meeting or exceeding the hiring goals than others, hence all workforce hiring goals under a Construction Contract will be cumulative, not individual, goals for that Construction Contract or Permanent Employer. In addition, Developer shall have the right to reasonably spread the workforce goals, in different percentages, among separate Construction Contracts so long as the cumulative goals among all of the Construction Contracts at any given time meet the requirements of this Workforce Agreement. The

parties shall make such modifications to the applicable First Source Hiring Agreements consistent with Developers' allocation. This acknowledgement does not alter in any way the requirement that Developer, Construction Contractors and Permanent Employers comply with good faith effort obligations to meet their respective participation goals for the Construction Work and Covered Operations.

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

F. DISPUTE RESOLUTION.

1. **Meet and Confer.** In the event of any dispute under this Workforce Agreement (including, without limitation, as to compliance with this Workforce Agreement), the parties to such dispute shall meet and confer in an attempt to resolve the dispute. The parties shall negotiate in good faith for a period of 10 business days in an attempt to resolve the dispute; provided that the complaining party may proceed immediately to the Arbitration Provisions of Attachment D (Dispute Resolution) attached, without engaging in such a conference or negotiations, if the facts could reasonably be construed to support the issuance of a temporary restraining order or a preliminary injunction.
2. **Arbitration.** Disputes arising under this Workforce Agreement may be submitted to the provisions of Attachment D (Dispute Resolution) if the meet and confer provision of Section III.E.1 above does not result in resolution of the dispute.

Attachment A-1

Form of First Source Hiring Agreement for Operations

City and County of San Francisco First Source Hiring Program



Office of Economic and Workforce
Development Workforce
Development Division

Attachment A-1: First Source Hiring Agreement

For Business, Commercial, Operation and Lease Occupancy of Buildings

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 a portion of the building at [Address] (the “Premises”) which required a First Source Hiring Agreement between the contractor and FSHA because the Premises is subject to a property contract between [Developer] and the City acting through the San Francisco Port Commission;

WHEREAS, the Developer 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 (“Chapter 83”);

[Use the following WHEREAS for Developer operations of Buildings]

WHEREAS, Lessee has plans to operate the building at [Address] (the “Premises”) which required a First Source Hiring Agreement between the contractor and FSHA because the Premises is subject to a property contract between Lessee and the City acting through the San Francisco Port Commission; and

[Use the following WHEREAS for subtenants of Buildings]

WHEREAS, as a material part of the consideration given by Lessee under the property 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 (“**Chapter 83**”);]

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. “Building” shall mean a new building that is built at the Project Site.
- b. “Entry Level Position” shall mean 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.
- c. “Developer” shall mean *insert name of applicable Developer*, including any successor during the term of this FSHA Operations Agreement.
- d. “Lessee” shall mean every commercial tenant, subtenant, or any other entity occupying a Workforce Improvement 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 required to enter into a First Source Hiring Agreement as defined in Chapter 83.
- e. “Project Site” shall mean the Project Site that is the subject of that certain Development Agreement by and between the City and [*India Basin entity*], dated as of _____, 2018.
- f. “Referral” shall mean 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.
- g. “Workforce Improvement” shall mean Buildings that are subject to Chapter 83.
- h. Workforce System: The First Source Hiring Administration established by the City and County of San Francisco and managed by OEWD.

2. OEWD WORKFORCE SYSTEM PARTICIPATION

- a. Lessee shall notify OEWD’s Business 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. Notwithstanding anything to the contrary herein, nothing in this FSHA Operations

Agreement precludes Lessee from immediately advertising and filling an Entry Level Position that performs essential functions of its operation prior to notifying OEWD provided, however, the obligations of this FSHA Operation Agreement to make good faith efforts to fill such vacancies permanently with Referrals remains in effect. For these purposes, “essential functions” means those functions absolutely necessary to remain open for business. If Lessee has an immediate need to fill an Entry Level Position that performs essential functions, Lessee shall provide OEWD notice of such position, and the fact that there is an immediate need to fill such position, on or before the date such position is advertised to the general public.

- c. This FSHA Operations Agreement shall be in full force and effect as to each Workforce Improvement until ten (10) years following the date Lessee opens for business at the Premises, and all subsequent leases within 10 years of that date. After that date, this FSHA Operations Agreement shall terminate and be of no further force and effect on the parties hereto, but the requirements of Chapter 83 shall continue to apply.
- d. Unless otherwise agreed to by the Parties, compliance with this FSHA Operations Agreement shall be determined on an individual Workforce Improvement basis and will be measured by dividing the number of new Entry Level Positions occupied by Referrals by the total number of new Entry Level Positions within the Workforce Improvement. Notwithstanding anything to the contrary, new Entry Level Positions occupied by Referrals within the Project Site, but not within the Building, may, at the election of Developer, be counted towards compliance of the Workforce Improvement for this Agreement.

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 Exhibit B-1 attached hereto upon entering into leases for the commercial space of the Workforce Improvement. Lessee will also accurately complete and submit Exhibit 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, subject to the provisions of Section 2 above. 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 attempts to fill at least 50% of open Entry Level Positions with Referrals. Specific hiring decisions shall be the sole discretion of the Lessee.
- e. 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 this Section 3 does not impute "bad faith", but 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:

If to OEWD:

ATTN:

If to Lessee:

ATTN:

5. ENTIRE AGREEMENT

This FSHA Operations Agreement and the Transaction Documents 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.

[Signature Page Follows]

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 Exhibit B and Exhibit B-1. Lessee will also complete and submit an Exhibit 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 A-2

Form of First Source Hiring Agreement for Construction



Attachment A-2: First Source Hiring Agreement For Construction

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into as of , by and between the City and County of San Francisco (the “City”) through its First Source Hiring Administration (“FSHA”) and (“Project Sponsor”).

WHEREAS, Project Sponsor, as developer, proposes to construct new dwelling units, with up to square feet of commercial space and accessory, off-street parking spaces (“Project”) at , Lots in Assessor’s Block , San Francisco California (“Site”); and

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

WHEREAS, the Project requires a building permit for a commercial activity of greater than 25,000 square feet and/or is a residential project greater than ten (10) units and therefore falls within the scope of the Chapter 83 of the Administrative Code; and

WHEREAS, Project Sponsor wishes to make a good faith effort to comply with the City's First Source Hiring Program.

Therefore, the parties to this Memorandum of Understanding agree as follows:

- A. Project Sponsor, upon entering into a contract for the construction of the Project with Contractor after the date of this MOU, will include in that contract a provision requiring the Contractor to enter into a First Source Hiring Agreement in the form attached as Exhibit A. It is the Project Sponsor’s responsibility to provide a signed copy of Exhibit A to First Source Hiring program and CityBuild within 10 business days of execution.
- B. CityBuild shall represent the First Source Hiring Administration and will provide referrals of Qualified (as defined in Exhibit A) Economically Disadvantaged Individuals for employment on the construction phase of the Project as required under Chapter 83. The First Source Hiring Program will provide referrals of Qualified Economically Disadvantaged Individuals for the permanent jobs located within the commercial space of the Project.

- C. The owners or residents of the residential units within the Project shall have no obligations under this MOU, or the attached First Source Hiring Agreement.
- D. FSHA shall advise Project Sponsor, in writing, of any alleged breach on the part of the Project's contractor and/or tenant(s) with regard to participation in the First Source Hiring Program at the Project prior to seeking an assessment of liquidated damages pursuant to Section 83.12 of the Administrative Code.
- E. As stated in Section 83.10(d) of the Administrative Code, if Project Sponsor fulfills its obligations as set forth in Chapter 83, it shall not be held responsible for the failure of a contractor or commercial tenant to comply with the requirements of Chapter 83.
- F. This MOU is an approved "First Source Hiring Agreement" as referenced in Section 83.11 of the Administrative Code. The parties agree that this MOU shall be recorded and that it may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.
- G. Except as set forth in Section E, above: (1) this MOU shall be binding on and inure to the benefit of all successors and assigns of Project Sponsor having an interest in the Project and (2) Project Sponsor shall require that its obligations under this MOU shall be assumed in writing by its successors and assigns. Upon Project Sponsor's sale, assignment or transfer of title to the Project, it shall be relieved of all further obligations or liabilities under this MOU.

Signature: _____	Date:
Name of Authorized Signer:	Email:
Company:	Phone:
Address:	
<hr/>	
Project Sponsor:	
Contact:	Phone:
Address:	Email:
<hr/>	

First Source Hiring Administration
 OEWD, 1 South Van Ness 5th Fl. San Francisco, CA 94103
 Attn: Ken Nim, Compliance Manager, ken.nim@sfgov.org

Date:

**Exhibit A:
First Source Hiring Agreement**

This First Source Hiring Agreement (this "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 _____ new dwelling units, with up to _____ square feet of commercial space and _____ accessory, off-street parking spaces ("Project") at _____, Lots _____ in Assessor's Block _____, San Francisco California ("Site"), and a copy of this 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 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;

WHEREAS, as a material part of the consideration given by Contractor under the Contract, Contractor has agreed to execute this Agreement and participate in the San Francisco Workforce Development System 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 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 the Project.

- 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 participation goal". The workforce participation goal is expressed as a percentage of the Contractor's and its Subcontractors' new hires for the Project.
- h. "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 jobs, and construction jobs related to the development of a commercial activity.
- i. "First Opportunity". Consideration by Contractor of System Referrals for filling Entry Level Positions prior to recruitment and hiring of non-System Referral job applicants.
- j. "Job Classification". Categorization of employment opportunity or position by craft, occupational title, skills, and experience required, if any.
- k. "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.
- l. "Publicize". Advertise or post available employment information, including participation in job fairs or other forums.
- m. "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 Agreement.
- n. "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.
- o. "System Referrals". Referrals by CityBuild of Qualified applicants for Entry Level Positions with Contractor.

- p. “Subcontractor”. A person or entity who has a direct contract with Contractor to perform a portion of the work under the Contract.

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:

- i. On Exhibit 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 the project for each trade.
 - ii. Contractor is required to ensure that a CityBuild Workforce Projection Form 1 is also completed by each of its Subcontractors.
 - iii. Contractor will collaborate with CityBuild staff to identify, by trade, the number of Core workers at project start and the number of workers at 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.
- b. The Contractor shall perform the following in its good faith efforts to meet the hiring goals set forth in this Agreement:
 - i. 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 project.
 - ii. Contractor must provide constructive feedback to CityBuild on all System Referrals in accordance with the following:
 - (A) If Contractor meets the criteria in Section 5(a) below that establishes “good faith efforts” of Contractor, Contractor must

only respond orally to follow-up questions asked by the CityBuild account executive regarding each System Referral; and

(B) After Contractor has filled at least 5 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.

c. 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. 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 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 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 Exhibit 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 Agreement. Such review shall be conducted by FSHA in accordance with Section 11(c) below.
- c. Meet with the Project's owner, developer, general contractor, or CityBuild representative to review and discuss your plan to meet your 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 your hiring projections and goals for the Project. The Project developer and/or Contractor must take active steps to advise all of its Subcontractors of the local hiring obligations on the Project, including, but not limited to providing CityBuild access and presentation time at each pre-bid, each pre-construction, and if necessary, any progress meeting held throughout the life of the project
- e. Submit to CityBuild a "Projection of Entry Level Positions" form or other formal written notification specifying your expected hiring needs during the Project's duration.
- f. Notify your respective union(s) regarding your 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 your union's collective bargaining agreement(s).
- g. Be sure to reserve your "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 the Project in a timely matter in order to facilitate CityBuild's notification to these unions of the Project's workforce requirements.
- i. Submit a "Job Request" in the form attached as Attachment A-1, Form 3, 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). You should simultaneously contact your union about the position as well, and let

them know that you have contacted CityBuild as part of your local hiring obligations.

- j. Developer has an ongoing, affirmative obligation and must advise each of its Subcontractors of their ongoing obligation to notify CityBuild of any/all apprentice level openings that arise throughout the duration of the project, including openings that arise from layoffs of original crew. Developer/contractor shall not exercise discretion in informing CityBuild of any given position; rather, CityBuild is to be universally notified, and a discussion between the developer/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, Project developer and/or Contractor must notify CityBuild staff within two days of the decision and provide justification for the layoff; ideally, Project developer and/or Contractor will request a meeting with the Project's employment liaison as soon as any issue arises with a CityBuild placement in order to remedy the situation before termination becomes necessary.
- l. Provide a monthly report and/or any relevant workforce records or data from contractors to identify workers employed on the Project, source of hire, and any other pertinent information as pertain to compliance with this Agreement.
- m. Maintain accurate records of your 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 and/or Project developer through a San Francisco community-based organization whom the Contractor believes meets the First Source Hiring criteria. Any further efforts or actions agreed upon by CityBuild staff and the Project developer and/or Contractor on a project-by-project basis.

6. COMPLIANCE WITH THIS AGREEMENT OF SUBCONTRACTORS

In the event that Contractor subcontracts a portion of the work under the Contract, Contractor shall determine how many, if any, of the Entry Level Positions are to be employed by its Subcontractor(s) using Form 1: the CityBuild Workforce Projection Form and the City's online project reporting system (currently Elation), provided, however, that Contractor shall retain the primary responsibility for meeting the requirements imposed under this Agreement. Contractor shall ensure that this Agreement is incorporated into and made applicable to such Subcontract.

7. EXCEPTION FOR ESSENTIAL FUNCTIONS

Nothing in this Agreement precludes Contractor from using temporary or reassigned existing employees to perform essential functions of its operation; provided, however, the obligations of this Agreement to make good faith efforts to fill 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 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 Agreement and an existing agreement, the terms of the existing agreement shall supersede this Agreement.

9. HIRING GOALS EXCEEDING OBLIGATIONS OF THIS AGREEMENT

Nothing in this Agreement shall be interpreted to prohibit the adoption of hiring and retention goals, first source hiring and interviewing requirements, notice and job availability requirements, monitoring, record keeping, and enforcement requirements and procedures which exceed the requirements of this Agreement.

10. OBLIGATIONS OF CITYBUILD

Under this Agreement, CityBuild shall:

- a. Upon 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 Agreement; and
- g. Monitor the performance of the Agreement by examination of records of Contractor as submitted in accordance with the requirements of this Agreement.

11. CONTRACTOR’S REPORTING AND RECORD KEEPING OBLIGATIONS

Contractor shall:

- a. Maintain accurate records demonstrating Contractor's compliance with 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 Agreement.

12. DURATION OF THIS AGREEMENT

This Agreement shall be in full force and effect throughout the term of the Contract. Upon expiration of the Contract, or its earlier termination, this Agreement shall terminate and it shall be of no further force and effect on the parties .

13. NOTICE

All notices to be given under this Agreement shall be in writing and sent by: certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail, a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or hand delivery, in which case notice shall be deemed delivered on the date received, all as follows:

If to FSHA:

First Source Hiring Administration
OEWD, 1 South Van Ness 5th Fl.
San Francisco, CA 94103
Attn: Ken Nim, Compliance Manager,
ken.nim@sfgov.org

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 Developer:

Attn:

If to Contractor:

Attn:

- a. Any party may change its address for notice purposes by giving the other parties notice of its new address as provided herein. A “business day” is any day other than a Saturday, Sunday or a day in which banks in San Francisco, California are authorized to close.
- b. Notwithstanding the forgoing, any 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 Agreement contains the entire agreement between the parties to this Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

15. SEVERABILITY

If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts. Each shall be deemed an

original and all, taken together, shall constitute one and the same instrument.

17. SUCCESSORS

This Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, successors and assigns. If there is more than one person comprising Seller, their obligations shall be joint and several.

18. HEADINGS

Section titles and captions contained in this Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions

19. GOVERNING LAW

This Agreement shall be governed and construed by the laws of the State of California.

IN WITNESS WHEREOF, the following have executed this 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: _____	Construction Project Address: _____
Projected Start Date: _____	Contract Duration: _____ (calendar days)
Company Name: _____	Company Address: _____
Main Contact Name: _____	Main Phone Number: _____
Main Contact Email : _____	
Name of Person with Hiring Authority: _____	Hiring Authority Phone Number: _____
Hiring Authority Email: _____	

_____ Name of Authorized Representative	_____ Signature of Authorized Representative*	_____ Date
--	--	---------------

***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.

•

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

Attachment B

Local Hiring Requirements

[see attached]

WORKFORCE DEVELOPMENT PLAN – ATTACHMENT B

LOCAL HIRING PLAN FOR CONSTRUCTION

1.1 SUMMARY

- A. This Attachment B to the India Basin Workforce Agreement (“**Local Hiring Plan**”) governs the obligations of the Project to comply with the City’s Local Hiring Policy for Construction pursuant to Chapter 82 of the San Francisco Administrative Code (the “**Policy**”). In the event of any conflict between Administrative Code Chapter 82 and this Attachment, this Attachment shall govern.
- B. The provisions of this Local Hiring Plan are hereby incorporated as a material term of the Development Agreement. Developer performing any work on City Property under the Development Agreement shall require any Contractor performing Construction Work on City Property to agree that (i) the Contractor shall comply with all applicable requirements of this Local Hiring Plan; (ii) the provisions of this Local Hiring Plan and the Policy are reasonable and achievable by Contractor and its Subcontractors; and (iii) they have had a full and fair opportunity to review and understand the terms of the Local Hiring Plan.
- C. The Office of Economic and Workforce Development (OEWD) is responsible for administering the Local Hiring Plan and will be administering its applicable requirements. For more information on the Policy and its implementation, please visit the OEWD website at: www.workforcedevelopmentsf.org.
- D. Capitalized terms not defined herein shall have the meanings ascribed to them in the Development Agreement or the Policy, as applicable.

1.2 DEFINITIONS

- A. “Apprentice” means any worker who is indentured in a construction Apprenticeship program that maintains current registration with the State of California’s Division of Apprenticeship Standards.
- B. “Area Median Income (AMI)” means unadjusted median income levels derived from the Department of Housing and Urban Development (“HUD”) on an annual basis for the San Francisco area, adjusted solely for household size, but not high housing cost area.
- C. “Construction Work” means the initial construction of all Public Improvements under the Development Agreement, as well as the initial construction of any Building intended for dedication to the City. Construction Work does not include the construction of Privately-Owned Community Improvements or Buildings that are not intended for dedication to the City under the Development Agreement.
- D. “Covered Project” means Construction Work with an estimated cost in excess of the Threshold Amount.

- E. “Contractor” means a prime contractor, general contractor, or construction manager contracted by a Developer who performs Construction Work
- F. “Disadvantaged Worker” as defined in Administrative Code Section 82.3 (as that Code Section is amended from time to time, except to the extent that future changes to the definition are prohibited under the terms of Section 5.3(b)(xi) of the Development Agreement).
- G. "Job Notification" means the written notice of any Hiring Opportunities from Contractor to CityBuild. Contractor shall provide Job Notifications to CityBuild with a minimum of 3 business days' notice.
- H. “Local Resident” means an individual who is domiciled, as defined by Section 349(b) of the California Election Code, within the City at least seven (7) days prior to commencing work on the project.
- I. “Non-Covered Project” means any construction projects not covered by the San Francisco Local Hiring Policy.
- J. “Project Work”. Construction Work performed as part of a Covered Project.
- K. “Project Work Hours” means the total onsite work hours worked on a construction contract for a Covered Project by all Apprentices and journey-level workers, whether those workers are employed by the Contractor or any Subcontractor.
- L. “Subcontractor” means any person, firm, partnership, owner operator, limited liability company, corporation, joint venture, proprietorship, trust, association, or other entity that contracts with a Contractor or another subcontractor to provide services to a Contractor or another subcontractor in fulfillment of the Contractor’s or that other subcontractor’s obligations arising from a contract for construction work on a Covered Project who performs Construction Work on the 28 Acre site.
- M. “Targeted Worker” means any Local Resident or Disadvantaged Worker.
- N. “Threshold Amount” as defined in Section 6.1 of the San Francisco Administrative Code.

1.3 LOCAL HIRING REQUIREMENTS

- A. Total Project Work Hours By Trade. For all construction contracts for Covered Projects, the mandatory participation level in terms of Project Work Hours within each trade to be performed by Local Residents is 30%, with a goal of no less than 15% of Project Work Hours within each trade to be performed by Disadvantaged Workers. The mandatory participation levels required under this Local Hire Program will be determined by OEWD for each Phase under the Development Agreement, and in no event shall be greater than 30%; however, the Parties acknowledge that Developer intends to require each construction contract for Covered Projects to meet the mandatory participation levels on an individual contract level.
- B. Apprentices: For all construction contracts for Covered Projects, at least 30% of the Project Work Hours performed by Apprentices within each trade is required to be performed by Local Residents, with an aspirational goal of achieving 50%. Hiring

preferences shall be given to Apprentices who are referred by the CityBuild program. This document also establishes a goal of no less than 25% of Project Work Hours performed by Apprentices within each trade to be performed by Disadvantaged Workers.

- C. Out-of-State Workers. For all Covered Projects, Project Work Hours performed by residents of states other than California will not be considered in calculation of the number of Project Work Hours to which the local hiring requirements apply. Contractors and Subcontractors shall report to OEWD the number of Project Work Hours performed by residents of states other than California.
- D. Pre-construction or other Local Hire Meeting. Prior to commencement of Construction Work on Covered Projects, Contractor and its Subcontractors whom have been engaged by contract and identified in the Local Hiring Forms as contributing toward the mandatory local hiring requirement shall attend a preconstruction or other Local Hire meeting(s) convened by Developer or OEWD staff. Representatives from Contractor and the Subcontractor(s) who attend the pre-construction or other Local Hire meeting must have hiring authority. Contractor and its Subcontractors who are engaged after the commencement of Construction Work on a Covered Project shall attend a future preconstruction meeting or meetings as mutually agreed by Contractor and OEWD staff.
- E. This Local Hiring Plan does not limit Contractor's or its Subcontractors' ability to assess qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this Local Hiring Plan shall be interpreted so as to require a Contractor or Subcontractor to employ a worker not qualified for the position in question, or to employ any particular worker.
- F. Construction Work for Non-Covered Projects will be subject to the First Source Hiring Program for Construction Work in accordance with Section III.C.3 of the Workforce Agreement.

1.4 CITYBUILD WORKFORCE DEVELOPMENT PROGRAM: EMPLOYMENT NETWORKING SERVICES

- A. OEWD administers the CityBuild Program. Subject to any collective bargaining agreements in the building trades and applicable law, CityBuild shall be a primary resource available for Contractor and Subcontractors to meet Contractors' local hiring requirements under this Local Hiring Plan. CityBuild has two main goals:
 - 1. Assist with local hiring requirements under this Local Hiring Plan by connecting Contractor and Subcontractors with qualified journey-level, Apprentice, and pre-Apprentice Local Residents.
 - 2. Promote training and employment opportunities for disadvantaged workers of all ethnic backgrounds and genders in the construction work force.
- B. Where a Contractor's or its Subcontractors' preferred or preexisting hiring or staffing procedures for a Covered Project do not enable Contractor to satisfy the local hiring requirements of this Local Hiring Plan, the Contractor or Subcontractor shall use other procedures to identify and retain Targeted Workers, including the following:

1. Requesting to connect with workers through CityBuild, with qualifications described in the request limited to skills directly related to performance of job duties.
2. Considering Targeted Workers networked through CityBuild within three business days of the request and who meet the qualifications described in the request. Such consideration may include in-person interviews. All workers networked through CityBuild will qualify as Disadvantaged Workers under this Local Hiring Plan. Neither Contractor nor its Subcontractors are required to make an independent determination of whether any worker is a "Disadvantaged Worker" as defined above.

C. CONDITIONAL WAIVER FROM LOCAL HIRING REQUIREMENTS

- A. Contractor or the Subcontractor may use one or more of the following pipeline and retention compliance mechanisms to receive a conditional waiver from the Local Hiring Requirements of Section 1.3 on a project-specific basis. All requests for conditional waivers must be submitted to OEWD for approval.
 1. Specialized Trades: OEWD has published a list of trades designated as "Specialized Trades" for which the local hiring requirements of this Local Hiring Plan will not apply. The list is available on the OEWD website. Contractor and its Subcontractors shall report to OEWD the Project Work Hours utilized in each designated Specialized Trade and in each OEWD-approved project-specific Specialized Trade.
 2. Credit for Hiring on Non-Covered Projects: Contractor and its Subcontractors may accumulate credit hours for hiring Targeted Workers on Non-Covered Projects in the nine-county San Francisco Bay Area and apply those credit hours to contracts for Covered Projects to meet the mandatory local hiring requirement. For hours performed by Targeted Workers on Non-Covered Projects, the hours shall be credited toward the local hiring requirement for this Contract provided that:
 - a. the Targeted Workers are paid the prevailing wages or union scale for work on the Non-Covered Projects; and
 - b. such credit hours shall be committed to by the Contractor on future projects to satisfy any short fall the Contractor may have on a Covered Project. Such commitment shall be in writing by the Contractor, shall extend for a period of time negotiated between the contractor and OEWD, and shall commit to satisfying any assessed penalties should Contractor fail to achieve the required credit hours.
 3. Sponsoring Apprentices: Contractor or a Subcontractor may agree to sponsor an OEWD-specified number of new Apprentices in trades in which noncompliance is likely and retaining those Apprentices for the period of Contractor's or a Subcontractor's work on the project. OEWD will verify with the California Department of Industrial Relations that the new Apprentices are registered and active Apprentices. Contractor will be required to write a sponsorship letter on behalf of the identified candidate to the appropriate Local Union and will make the necessary arrangements with the Union to hire the candidate as soon as s/he is indentured.
 4. Direct Entry Agreements: OEWD is authorized to negotiate and enter into direct entry agreements with Apprenticeship programs that are registered with the

California Department of Industrial Relations' Division of Apprenticeship Standards. Contractor may avoid assessment of penalties for non-compliance with this Local Hiring Plan by Contractor or its Subcontractors hiring and retaining Apprentices who are enrolled through such direct entry agreements. Contractor may also utilize OEWD-approved organizations with direct entry agreements with Local Unions, including District 10 based organizations to hire and retain Targeted Workers. To the extent that Contractor or its Subcontractors have hired Apprentices or Targeted Workers under a direct entry agreement entered into by OEWD or reasonably approved by OEWD, OEWD will not assess penalties for non-compliance with this Local Hiring Plan.

5. Corrective Actions: Should local employment conditions be such that adequate Targeted Workers for a craft, or crafts, are not available to meet the requirements and Contractor can document their efforts to achieve the requirements through the mechanisms and processes in this document, a corrective action plan must be negotiated between Contractor and OEWD.

1.5 LOCAL HIRING FORMS

- A. Utilizing the City's online Project Reporting System, Contractors for Covered Projects shall submit the following forms, as applicable, to the Contracting City Agency and OEWD:
 1. Form 1: Local Hiring Workforce Projection. OEWD Form 1 (Local Hiring Workforce Projection), a copy of which is attached, shall be initially submitted prior to the start of construction and updated quarterly by the Contractor until all subcontracting is completed.
 2. Form 2: Local Hiring Plan. For Covered Projects estimated to cost more than \$1,000,000, Contractor shall prepare and submit to Contracting City Agency and OEWD for approval a Local Hiring Plan for the project using OEWD Form 2, a copy of which is attached. This Form 2 shall be initially submitted prior to the start of construction and updated quarterly by the Contractor until all subcontracting is completed.
 3. Job Notifications. Upon commencement of work, Contractor and its Subcontractors may submit Job Notifications to CityBuild to connect with local trades workers.
 4. Form 4: Conditional Waivers. If a Contractor or a Subcontractor believes the local hiring requirements cannot be met, it will submit OEWD Form 4 (Conditional Waiver), a copy of which is attached, as more particularly described in Articles 1.4 and 1.5 above.

1.6 ENFORCEMENT, RECORD KEEPING, NONCOMPLIANCE AND PENALTIES

- A. Subcontractor Compliance. Each Contractor and Subcontractor shall ensure that all Subcontractors agree to comply with applicable requirements of this document. All Subcontractors agree as a term of participation on the Project that the City shall have third party beneficiary rights under all contracts under which Subcontractors are performing Project Work. Such third party beneficiary rights shall be limited to the right to enforce the requirements of this Local Hiring Plan directly against the Subcontractors. All Subcontractors on the Project shall be responsible for complying with the

recordkeeping and reporting requirements set forth in this Local Hiring Plan. Subcontractors with work in excess of the of \$600,000 shall be responsible for ensuring compliance with the Local Hiring Requirements set forth in Section 1.3 of this Local Hiring Plan based on Project Work Hours performed under their Subcontracts, including Project Work Hours performed by lower tier Subcontractors with work less than the Threshold Amount.

- B. Reporting. Contractor shall submit certified payrolls to the City electronically using the Project Reporting System. OEWD and will monitor compliance with this Local Hiring Plan electronically.
- C. Recordkeeping. Contractor and each Subcontractor shall keep, or cause to be kept, for a period of four years from the date of Substantial Completion of Construction Work, certified payroll and basic records, including time cards, tax forms, and superintendent and foreman daily logs, for all workers within each trade performing work on a Covered Project.
 - 1. Such records shall include the name, address and social security number of each worker who worked on the covered project, his or her classification, a general description of the work each worker performed each day, the Apprentice or journey-level status of each worker, daily and weekly number of hours worked, the self-identified race, gender, and ethnicity of each worker, whether or not the worker was a Local Resident, and the referral source or method through which the contractor or subcontractor hired or retained that worker for work on the Covered Project (e.g., core workforce, name call, union hiring hall, City-designated referral source, or recruitment or hiring method) as allowed by law.
 - 2. Contractor and Subcontractors may verify that a worker is a Local Resident by following OEWD's domicile policy.
 - 3. All records described in this subsection shall at all times be open to inspection and examination by the duly authorized officers and agents of the City, including representatives of the OEWD.
- D. Monitoring. From time to time and in its sole discretion, OEWD may monitor and investigate compliance of Contractor and Subcontractors working on a Covered Project with requirements of this Local Hiring Plan. Contractor shall allow representatives of OEWD, in the performance of their duties, to engage in random inspections of Covered Projects. Contractor and all Subcontractors shall also allow representatives of OEWD to have access to employees of the Contractor and Subcontractors and the records required to be maintained under this document.
- E. Noncompliance and Penalties. Failure of Contractor and/or its Subcontractors to comply with the requirements of this document and the obligations set forth in this Local Hiring Plan may subject Contractor to the consequences of noncompliance, including but not limited to the assessment of penalties, but only if City determines that the failure to comply results from willful actions of Contractor and/or its Subcontractors, and not by reason of unavailability of sufficient qualified Local Residents and Disadvantaged Workers to meet the goals required hereunder. The assessment of penalties for noncompliance shall not preclude the City from exercising any other rights or remedies to which it is entitled.

1. **Penalties Amount.** If any Contractor or Subcontractor fails to satisfy the Local Hiring Requirements of this Local Hiring Plan applicable to Project Work Hours performed by Local Residents, and the applicable Contractor or Subcontractor is unable to provide evidence reasonably satisfactory to the City that such failure arose solely due to unavailability of qualified Local Residents despite Contractors or Subcontractors good faith efforts in accordance with this Local Hiring Program, then the Contractor, and in the case of any Subcontractor so failing, and Subcontractor shall jointly and severally forfeit to the City, an amount equal to the Journeyman or Apprentice prevailing wage rate, as applicable, with such wage as established by the Board of Supervisors or the California Department of Industrial Relations under subsection [6.22\(e\)\(3\)](#) of the Administrative Code, for the primary trade used by the Contractor or Subcontractor on the Covered Project for each hour by which the Contractor or Subcontractor fell short of the Local Hiring Requirement. The assessment of penalties under this subsection shall not preclude the City from exercising any other rights or remedies to which it is entitled.
2. **Assessment of Penalties.** OEWD shall determine whether a Contractor and/or any Subcontractor has failed to comply with the Local Hire Requirement. If after conducting an investigation, OEWD determines that a violation has occurred, it shall issue and serve an assessment of penalties to the Contractor and/or any Subcontractor that sets forth the basis of the assessment and orders payment of penalties in the amounts equal to the Journeyman or Apprentice prevailing wage rates, as applicable, for the primary trade used by the Contractor or Subcontractor on the Project for each hour by which the Contractor or Subcontractor fell short of the Local Hiring Requirement. Assessment of penalties under this subsection shall be made only upon an investigation by OEWD and upon written notice to the Contractor or Subcontractor identifying the grounds for the penalty and providing the Contractor or Subcontractor with the opportunity to respond pursuant to the recourse procedures prescribed in this Local Hiring Plan.
3. **Recourse Procedure.** If the Contractor or Subcontractor disagrees with the assessment of penalties, then the following procedure applies:
 - a. The Contractor or Subcontractor may request a hearing in writing within 15 days of the date of the final notification of assessment. The request shall be directed to the City Controller. Failure by the Contractor or Subcontractor to submit a timely, written request for a hearing shall constitute concession to the assessment and the forfeiture shall be deemed final upon expiration of the 15-day period. The Contractor or Subcontractor must exhaust this administrative remedy prior to commencing further legal action.
 - b. Within 15 days of receiving a proper request, the Controller shall appoint a hearing officer with knowledge and not less than five years' experience in labor law, and shall so advise the enforcing official and the Contractor or Subcontractor, and/or their respective counsel or authorized representative.
 - c. The hearing officer shall promptly set a date for a hearing. The hearing must commence within 45 days of the notification of the appointment of the hearing officer and conclude within 75 days of such notification unless all parties agree to an extended period.

- d. Within 30 days of the conclusion of the hearing, the hearing officer shall issue a written decision affirming, modifying, or dismissing the assessment. The decision of the hearing officer shall consist of findings and a determination. The hearing officer's findings and determination shall be final.
- e. The Contractor or Subcontractor may appeal a final determination under this by filing in the San Francisco Superior Court a petition for a writ of mandate under California Code of Civil Procedure Section 1084 *et seq.*, as applicable and as may be amended from time to time.

1.8 COLLECTIVE BARGAINING AGREEMENT

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

END OF DOCUMENT



FORM 1: LOCAL HIRING WORKFORCE PROJECTION

Contractor: _____ **Project Name:** _____ **Contract #:** _____

The Contractor must complete and submit this *Local Hiring Workforce Projection* (Form 1) prior to the start of construction and quarterly until all subcontracting is complete. The Contractor must include information regarding all of its Subcontractors who will perform construction work on the project regardless of Tier and Value Amount.

Will you be able to meet the mandatory Local Hiring Requirements?

- YES (Please provide information for all contractors performing construction work in Table 1 below.)**
 NO (Please complete Table 1 below and Form 4: Conditional Waivers.)

INSTRUCTIONS FOR COMPLETING TABLE 1:

1. Please organize the contractors' information based on their Trade Craft work.
2. For contractors performing work in various Trade Craft, please list contractor name in each Trade Craft (i.e. if Contractor X will perform two trades, list Contractor X under two Trade categories.)
3. If you anticipate utilizing Apprentices on this project, please note the requirement that 30% of Apprentice hours must be performed by San Francisco residents.
4. Additional blank form is available at our Website: www.workforcedevelopsf.org. For assistance or questions in completing this form, contact (415) 701-4894 or Email @ Local.hire.ordinance@sfgov.org.

TABLE 1: WORKFORCE PROJECTION

Trade Craft	Contractor <i>List contractors by Trade Craft</i>		Est. Total Work Hours	Est. Total Local Work Hours	Est. Total Local Work Hours %
<i>Example:</i> Laborer	Contractor X	Journey	800	250	31%
		Apprentice	200	100	50%
<i>Example:</i> Laborer	Contractor Y	Journey	500	100	20%
		Apprentice	0	0	0
<i>Example:</i>	TOTAL LABORER	Journey	1300	350	27%
		Apprentice	200	100	50%
<i>Example:</i>	TOTAL		1500	450	30%
		Journey			
		Apprentice			
		Journey			
		Apprentice			
		Journey			
		Apprentice			

DISCLAIMER: If the Total Work Hours for a Trade Craft are less than 5% of the Total Project Work Hours, the Trade Craft is exempt from the Mandatory Requirement. Subsequently, if the Trade Craft exceeds 5% of the Total Project Work Hours at any time during the project, the Trade Craft is subject to the Mandatory Requirement.

Name of Authorized Representative Signature Date Phone Email



FORM 2: LOCAL HIRING PLAN

Contractor: _____ **Project Name:** _____ **Contract #:** _____

If the Estimate for this Project exceeds **\$1 million**, then Contractor must submit a Local Hiring Plan using this Form 2 through the City's Project Reporting System. Form 2 shall be initially submitted prior to the start of construction and include all known subcontractors. Contractor shall update this Form 2 quarterly as subcontractors are identified and shall continue with updates until all subcontracting is complete. The OEWD-approved Local Hiring Plan will be a Contract Document and will be the basis for determining Contractor's and its Subcontractors' compliance with the local hiring requirements. Any OEWD-approved Conditional Waivers (Form 4) will be incorporated into the OEWD-approved Local Hiring Plan.

COMPLETE AND SUBMIT A SEPARATE FORM 2 FOR EACH TRADE THAT WILL BE UTILIZED ON THIS PROJECT.

INSTRUCTIONS:

1. Please complete tables below for Contractor and all Subcontractors that will be contributing Project Work Hours to meet the Local Hiring Requirement.
2. Please note that a Form 2 will need to be developed and approved separately for each trade craft that will be utilized on this project.
3. If you anticipate utilizing apprentices on this project, please note the requirement that 30% of apprentice hours must be performed by San Francisco residents.
4. The Contractor and each Subcontractor identified in the Local Hiring Plan must sign this form before it will be considered for approval by OEWD.
5. If applicable, please attach all OEWD-approved Form 4 Conditional Waivers.
6. Additional blank form is available at our Website: www.workforcedevelopsf.org. For assistance or questions in completing this form, contact (415) 701-4894 or Email @ Local.hire.ordinance@sfgov.org.

List Trade Craft. Add numerical values from Form 1: Local Hiring Workforce Projection and input in the table below.

Trade Craft	Total Work Hours	Total Local Work Hours	Local Work Hours%	Total Apprentice Work Hours	Total Local Apprentice Work Hours	Local Apprentice Work Hours %
<i>Example: Laborer</i>	1500	450	30%	200	100	50%

List all contractors contributing to the project work hours to meet the Local Hiring Requirements for the above Trade Craft

Contractor and Authorized Representative	Local Journey Hours	Local Apprentice Hours	Total Local Work Hours	Start Date	Number of Working Days	*Contractor Signature
Contractor X Joe Smith	250	100	350	3/25/13	60	Joe Smith
Contractor Y Michael Lee	100	0	100	5/25/13	30	Michael Lee

***We the undersigned, have reviewed Form 2 and agree to deliver the hours set forth in this document.**

City Use Only	
OEWD Approval	<input type="checkbox"/> Yes <input type="checkbox"/> No
Signature and Date:	

Attachment C

LBE Utilization Plan

[see attached]

WORKFORCE AGREEMENT

ATTACHMENT C - LBE UTILIZATION PLAN

1. Purpose and Scope. This Attachment C ("**LBE Utilization Plan**") governs the Local Business Enterprise obligations of the Project pursuant to San Francisco Administrative Code Section 14B.20 and satisfies the obligations of each Project Sponsor and its Contractors and Consultants for a LBE Utilization Plan as set forth therein. Capitalized terms not defined herein shall have the meanings ascribed to them in the Workforce Plan or Section 14B.20 as applicable. Developer will seek to, whenever practicable, conduct outreach to contracting teams that reflect the diversity of the City and include participation of both businesses and residents from the City's most disadvantaged communities such as the 94107, 94124, and 94134 zip codes. In the event of any conflict between Administrative Code Chapter 14B and this Attachment, this Attachment shall govern.

2. Roles of Parties. In connection with the design and construction phases of all Construction Work (as defined in the Workforce Plan), 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 shall participate in a local business enterprise program, and the City's Contract Monitoring Division 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 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 Contracting Party.

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 an LBE Improvement.

d. "Contract(s)" shall mean an agreement, whether a direct contract or subcontract, for Consultant or Contractor services for all or a portion of an LBE Improvement.

e. "Contracting Party" means a Project Sponsor, Contractor or Consultant retained to work on LBE Improvements, as the case may be.

f. "Contractor" shall mean a prime contractor, general contractor, or construction manager contracted by a Project Sponsor who performs construction work on an LBE Improvement.

g. "Follow-on Tenant Improvements" means tenant improvements within commercial spaces in residential or commercial buildings (office, retail) that are constructed pursuant to an approved building permit or site permit/addenda issued after the building permit or site permit/addenda for the Initial Tenant Improvements.

h. "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 7 below.

i. "Initial Tenant Improvements" means tenant improvements within commercial spaces in residential or commercial buildings (office, retail) that are constructed pursuant to the first building permit or site permit/addenda issued for such spaces after completion of building core and shell.

j. "Local Business Enterprise" or "LBE" means a business that is certified as an LBE under Chapter 14B.3.

k. "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.

l. "LBE Improvements" means, as applicable, (a) all Horizontal Improvements required or permitted to be made to the Project Site to be carried out by Developer under the Development Agreement and (b) Workforce Buildings.

m. "Project Sponsor" shall mean the Developer of Horizontal Improvements or of Buildings constructed pursuant to the Development Agreement.

n. "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 an LBE Improvement.

o. "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 Construction Work.

p. "Workforce Buildings" means the following: (i) residential buildings, including associated residential units, common space, amenities, parking and back of house construction; (ii) commercial office, retail, parking buildings core & shell; (iii) tenant improvement for all commercial spaces in residential or commercial buildings (office, retail) which are 15,000 square feet (per square footage on building permit application) and above; and (iv) all construction related to standalone affordable housing buildings. Workforce Buildings shall expressly exclude residential owner-contracted improvements in for-sale residential units. Developer will use good faith efforts to hire LBEs for ongoing service contracts (e.g. maintenance, janitorial, landscaping, security etc.) within Workforce Buildings and advertise such contracting opportunities with CMD except to the extent impractical or infeasible. If a master association is responsible for the operation and maintenance of publicly owned improvements within the Project Site, CMD shall refer LBEs to such association for consideration with regard to contracting opportunities for such improvements. Such association will consider, in good faith such LBE referrals, but hiring decisions shall be entirely at the discretion of such association.

4. LBE Participation Goal. Project Sponsor agrees to participate in this LBE Utilization Plan 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 eighteen percent (18%) of the total cost of all Contracts for an LBE Improvement awarded to LBE Contractors, Subcontractors, Consultants or Subconsultants that are Small and Micro-LBEs, as set forth in Administrative Code Section 14B.8(A); Follow-on Tenant Improvements and services are not included in the numerical goal. Notwithstanding the foregoing, CMD's Director may, in his or her discretion, provide for a downward adjustment of the LBE participation requirement, depending on LBE participation data presented by the Project Sponsor and its team in quarterly and annual reports and meetings. Where, based on reasonable evidence presented to the Director by a party attempting to achieve the LBE Participation goals, that there are not sufficient qualified Small and Micro-LBEs available, the Director may authorize the applicable party to satisfy the LBE participation goal through the use of Small, Micro or SBA-LBEs (as each such term is defined is employed in Chapter 14B of the Administrative Code), or may set separate subcontractor participation requirements for Small and Micro- LBEs, and for SBA-LBEs.

5. Project Sponsor Obligations. For each LBE Improvement, the 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 17. Each Project Sponsor shall identify a "LBE Liaison" as its main point of contact for outreach/compliance concerns. The LBE Liaison shall be a LBE Consultant with the experience in and responsible for making recommendations on how to maximize engagement of local small businesses/LBEs from disadvantaged communities including the 94124, 94134 and 94107 zip codes. The LBE Liaison shall be available to meet with CMD staff on a regular basis or as necessary regarding the implementation of this Attachment C. For the term of the Development Agreement, at least once per year, each Project Sponsor shall hold a public workshop for applicable contractor communities to publicize anticipated contracting opportunities for LBE Improvements for the succeeding year, which workshops may be held independently or in conjunction with each other. Each Project Sponsor will use good faith efforts to hire Small, Micro or SBA-LBEs for ongoing service contracts including janitorial, security and parking management contracts and advertise these contracting opportunities with the CMD except to the extent impractical or infeasible (e.g., a parking management contract cannot be broken down to allow two parking operators). Each Project Sponsor agrees to utilize a "subguard" policy or other means (i.e., OCIP or CCIP) to provide bonding capacity or assistance for LBEs working on the Project at the developer or contractor's option, should the firm be required to bond.

If a Project Sponsor fulfills its obligations as set forth in this Section 6 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.

7. 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 7 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 7 as follows:

a. Advance Notice. Notify CMD in writing of all upcoming solicitations of proposals for work under a Contract at least 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, in their sole discretion, may divide the work in order to encourage maximum LBE participation or, encourage joint venturing. The Contracting Party will identify specific items of each Contract that may be performed by Subcontractors.

c. Advertise. The Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant may advertise 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 Contractor deems necessary, convene pre-bid or pre-solicitation meetings no less than 15 days prior to the opening of bids and proposals for LBEs to ask questions about the selection process and technical specifications/requirements.

d. CMD Invitation. If a pre-bid meeting or other similar meeting is held with proposed Contractors, Subcontractors, Consultants or Subconsultants, invite CMD to the meeting to allow CMD to explain proper LBE utilization.

e. Public Solicitation. The 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 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 Contracts provisions that require prospective Contractors and Consultants that will be utilizing Subcontractors or Subconsultants to follow the above good faith efforts to subcontract to LBEs, including the overall LBE participation goal and any LBE percentage that may be required under such Contract (Note: Developer/applicable tenants shall follow this programs Good Faith Efforts for Follow-on Tenant Improvements and services, but such work is not subject to the numerical LBE goal).

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. **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 10 below to identify a strategy to meet the LBE goal;

l. **Quarterly and Annual Reports.** During construction, the LBE Liaison(s) shall prepare a quarterly and annual report of LBE participation goal attainment and submit to CMD as required by Section 10 herein; and

m. **Meet and Confer.** Attend the meet and confer process described in Section 10.

8. **Good Faith Outreach.** Good faith efforts shall be deemed satisfied solely by compliance with Section 7. 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 7.a, and following CMD's notice under Section 9.a, shall undertake reasonable efforts at CMD's request to support CMD's outreach identified LBEs as mutually agreed upon by CMD and each Contractor or Consultant and its Subcontractors and Subconsultants, as applicable.

9. **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 7.a, CMD will work with the Project Sponsor and its Contractor and/or

Consultant as applicable to send such notification to qualified LBEs to alert them to upcoming Contracts.

- b. Provide assistance to Contractors, Subcontractors, Consultants and Subconsultants on good faith outreach to LBEs.
- c. Review quarterly reports of LBE participation goals; when necessary give suggestions as to how best to maximize LBEs ability to compete and win procurement opportunities.
- d. Perform other tasks as reasonably required to assist the Project Sponsor and its Contractors, Subcontractors, Consultants and Subconsultants in meeting LBE participation goals and/or satisfying good faith efforts requirements.
- e. Insurance and Bonding. Recognizing that lines of credit, insurance and bonding are problems common to local businesses, CMD staff will be available to explain the applicable insurance and bonding requirements, answer questions about them, and, if possible, suggest governmental or third party avenues of assistance.

10. Meet and Confer Process. Commencing with the first Contract that is executed for an LBE Improvement, and every six (6) months thereafter, or more frequently if requested by either CMD, Project Sponsor or a Contractor or Consultant and the CMD shall engage in an informal meet and confer to assess compliance of such Contractor and Consultants and its Subcontractors and Subconsultants as applicable with this Attachment C. When deficiencies are noted, meet and confer with CMD to ascertain and execute plans to increase LBE participation.

11. 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 7 and 10 above.

12. 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.

13. 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 7. Project Sponsors shall create a reporting method for tracking LBE participation. Data tracked shall include the following (at a minimum):

- a. Name/Type of Contract(s) let (e.g. civil engineering contract, environmental consulting, etc.)
- b. Name of Contractors (including identifying which are LBEs and non-LBEs)
- c. Name of Subcontractors (including identifying which are LBEs and non-LBEs)
- d. Scope of work performed by LBEs (e.g. under an architect, an LBE could be procured to provide renderings)
- e. Dollar amounts associated with both LBE and non-LBE Contractors at both prime and Subcontractor levels.
- f. Total LBE participation is defined as a percentage of total Contract dollars.
- g. Outcomes with respect to Developer's efforts to engage (hire) local small businesses/LBEs from disadvantaged communities including the 94124, 94134 and 94107 zip codes.

14. 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 Contractor or Consultant and, if applicable, also to its Subcontractor or Subconsultant. The Contractor or Consultant and, if applicable, the Subcontractor or Subconsultant, shall have a reasonable period, based on the facts and circumstances of each case, to demonstrate to the reasonable satisfaction of the CMD that it has exercised good faith to satisfy its obligations under this Attachment C. When deficiencies are noted CMD staff will work with the appropriate LBE Liaison(s) to remedy such deficiencies.

15. 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 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 \$25,000 or 5% of the Contract, whichever is less, for each such willful breach. In determining the amount of any liquidated damages to be assessed within the limits described above, the arbitrator or court of competent jurisdiction shall consider the financial capacity of the 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 9.3 of the Development Agreement.

16. Duration of this Agreement. This Attachment C shall terminate (i) as to each work of Horizontal Improvement where work has commenced under the Development Agreement, upon a determination by the City that such Horizontal Improvement is complete; and (ii) as to each Workforce Building, upon the issuance of the last Certificate of Occupancy for such Workforce Building (i.e., upon completion of the Workforce Building); and (iii) as to all Initial Tenant Improvements and Follow-on Tenant Improvements, ten (10) years after issuance of the last Temporary Certificate of Occupancy for the Buildings in which the Initial Tenant Improvements or Follow-on Tenant Improvements are located. Upon such termination, this Attachment C shall be of no further force and effect.

17. 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: _____

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.

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Attachment D

Dispute Resolution

1. *Arbitration*

Any dispute involving the alleged breach or enforcement of this Workforce Agreement (excluding disputes relating to the First Source Hiring Agreement and the applicable City ordinances, which shall be resolved in accordance with their respective terms) shall be submitted to arbitration in accordance with this **Attachment D**.

The arbitration shall be submitted to the American Arbitration Association, San Francisco, California office (“*AAA*”) which will use the Commercial Rules of the AAA then applicable, but subject to the further revisions t. If there is a conflict between the Commercial Rules of the AAA and the arbitration provisions in this Attachment D, the arbitration provisions of this Attachment D shall govern. The arbitration shall take place in the City and County of San Francisco.

2. *Demand for Arbitration*

The party seeking arbitration shall make a written demand for arbitration (“*Demand for Arbitration*”) in accordance with the notice procedures of Appendix Pt. A, Section 5 (Notices). The Demand for Arbitration shall contain at a minimum: (1) a cover letter demanding arbitration under this provision and identifying the entities believed to be involved in the dispute; (2) a copy of the notice of default, if any, sent from one party to the other; (3) any written response to the notice of default; and (4) a brief statement of the nature of the alleged default.

3. *Parties’ Participation*

All persons or entities affected by the dispute (including, as applicable, OEWD, Developer, and Construction Contractor (and subcontractor)) and shall be made Arbitration Parties. Any such person or entity not made an Arbitration Party in the Demand for Arbitration may intervene as an Arbitration Party and in turn may name any other such affected person or entity as an Arbitration Party; provided that, upon request by any party, the arbiter may dismiss such party if it is not reasonably affected by the dispute.

4. *OEWD Request to AAA*

Within seven (7) business days after service or receipt of a Demand for Arbitration, OEWD shall transmit to AAA a copy of the Demand for Arbitration and any written response thereto from an Arbitration Party. Such material shall be made part of the arbitration record.

5. *Selection of Arbitrator*

One arbitrator shall arbitrate the dispute. The arbitrator shall be selected from the panel of arbitrators from AAA by the Arbitration Parties in accordance with the AAA rules. The parties shall act diligently in this regard. If the Arbitration Parties fail to agree on an arbitrator within seven (7) business days from the receipt of the panel, AAA shall appoint the arbitrator. A

condition to the selection of any arbitrator shall be the arbitrator's agreement to: (i) submit to all Arbitration Parties the disclosure statement required under California Code of Civil Procedure Section 1281.9; and (ii) render a decision within thirty (30) days from the date of the conclusion of the arbitration hearing.

6. *Setting of Arbitration Hearing*

A hearing shall be held within ninety (90) days of the date of the filing of the Demand for Arbitration with AAA, unless otherwise agreed by the Arbitration Parties. The arbitrator shall set the date, time and place for the arbitration hearing(s) within the prescribed time periods by giving notice by hand delivery or first class mail to each Arbitration Party.

7. *Discovery*

In arbitration proceedings hereunder, discovery shall be permitted in accordance with Code of Civil Procedure §1283.05 as it may be amended from time to time.

8. *California Law Applies*

California law, including the California Arbitration Act, Code of Civil Procedure Part 3, Title 9, §§ 1280 through 1294.2, shall govern all arbitration proceedings in any Employment and Contracting Agreement.

9. *Arbitration Remedies and Sanctions*

The arbitrator may impose only the remedies and sanctions set forth below:

a. Order specific, reasonable actions and procedures to mitigate the effects of the non-compliance and/or to bring any non-compliant Arbitration Party into compliance with the Workforce Agreement.

b. Require any Arbitration Party to refrain from entering into new contracts related to work covered by the applicable sections of the Workforce Agreement, or from granting extensions or modifications to existing contracts related to services covered by the applicable sections of the Workforce Agreement, other than those minor modifications or extensions necessary to enable completion of the work covered by the existing contract.

c. Direct any Arbitration Party to cancel, terminate, suspend or cause to be cancelled, terminated or suspended, any contract or portion(s) thereof for failure of any Arbitration Party to comply with any of the requirements in this Workforce Agreement. Contracts may be continued upon the condition that a program for future compliance is approved by OEWD. If any Arbitration Party is found to be in willful breach of its obligations hereunder, the arbitrator may impose a monetary sanction not to exceed Fifty Thousand Dollars (\$50,000.00) or ten percent (10%) of the base amount of the breaching party's contract, whichever is less, provided that, in determining the amount of any monetary sanction to be assessed, the arbitrator shall consider the financial capacity of the breaching party. No monetary sanction shall be imposed pursuant to this paragraph for the first willful breach of the Workforce Agreement unless the breaching party has failed to cure after being provided written notice and a

reasonable opportunity to cure. Monetary sanctions may be imposed for subsequent uncured willful breaches by any Arbitration Party whether or not the breach is subsequently cured. For purposes of this paragraph, “*willful breach*” means a knowing and intentional breach.

d. Direct any Arbitration Party to produce and provide to OEWD any records, data or reports which are necessary to determine if a violation has occurred and/or to monitor the performance of any Arbitration Party.

10. *Arbitrator’s Decision*

The arbitrator will normally make his or her award within twenty (20) days after the date that the hearing is completed but in no event past thirty (30) days from the conclusion of the arbitration hearing; provided that where a temporary restraining order is sought, the arbitrator shall make his or her award not later than twenty-four (24) hours after the hearing on the motion. The arbitrator shall send the decision by certified or registered mail to each Arbitration Party and shall also copy all Arbitration Parties by email (if email addresses are provided).

11. *Default Award; No Requirement to Seek an Order Compelling Arbitration*

The arbitrator may enter a default award against any person or entity who fails to appear at the hearing, provided that: (1) the person or entity received actual written notice of the hearing; and (2) the complaining party has a proof of service for the absent person or entity. In order to obtain a default award, the complaining party need not first seek or obtain an order to arbitrate the controversy pursuant to Code of Civil Procedure §1281.2.

12. *Arbitrator Lacks Power to Modify*

Except as expressly provided above in this Attachment D, the arbitrator shall have no power to add to, subtract from, disregard, modify or otherwise alter the terms of the Workforce Agreement or to negotiate new agreements or provisions between the parties.

13. *Jurisdiction/Entry of Judgment*

The inquiry of the arbitrator shall be restricted to the particular controversy which gave rise to the Demand for Arbitration. A decision of the arbitrator issued hereunder shall be final and binding upon all Arbitration Parties. The prevailing Arbitration Party(ies) shall be entitled to reimbursement for the arbitrator’s fees and related costs of arbitration. If a subcontractor is the losing party and fails to pay the fees within 30 days, then the applicable Construction Contractor (for whom that subcontractor worked) shall pay the fees. Each Arbitration Party shall pay its own attorneys’ fees, provided, however, those attorneys’ fees may be awarded to the prevailing party if the arbitrator finds that the arbitration action was instituted, litigated, or defended in bad faith. Judgment upon the arbitrator’s decision may be entered in any court of competent jurisdiction.

14. Exculpation

Except as set forth in **Section 13** of this Attachment D, each Arbitration Party shall expressly waive any and all claims against OEWD and the City for costs or damages, direct or indirect, relating to this Workforce Agreement or the arbitration process in this Attachment D, including but not limited to claims relating to the start, continuation and completion of construction.

EXHIBIT S

Development Phase Applications Review Procedures

1. General. The Project shall be built in Development Phases as generally described in the Phasing Plan, subject to any changes to the Phasing Plan approved in accordance with Sections 3.2.5 and 3.2.6 of this Agreement. The Phasing Plan reflects the Parties' mutual acknowledgement that certain controls shall guide the development of the Project and the phased provision of Public Improvements and Privately-Owned Community Improvements. The Parties acknowledge and agree that the City cannot disproportionately burden a Development Phase in violation of the Phasing Plan, Proportionality Requirement and the Phasing Goals. The Parties further acknowledge that certain Infrastructure or Public Improvements may be required at an early stage of development in accordance with operational or system needs. The Parties shall cooperate in good faith to amend a Development Phase Approval (as set forth in paragraph 6 below) if needed to advance such improvements and to delay other improvements while maintaining the Proportionality Requirement and the Phasing Goals. Nothing in the Phasing Plan or this Exhibit S is intended to conflict with or override the specific requirements of any Plan Document, including the Affordable Housing Plan, the Infrastructure Plan, and the Transportation Plan.

2. Development Phase Application Review and Approval. At any time before submitting a Development Phase Application (defined below) to the Planning Department for review, Developer may request a pre-application meeting to review the proposed Development Phase. Before each Development Phase, Developer shall submit to the Planning Department an application (a "**Development Phase Application**") in substantial conformance with the attached checklist. Upon receipt, the Planning Director shall have the right to request additional information from Developer as may be needed to understand the proposed Development Phase Application and to ensure compliance with this Agreement, including the Phasing Plan; provided, however, that within 30 days following receipt of a Development Phase Application, the Planning Director will notify Developer of any deficiencies and make any requests for additional information or materials that are reasonably necessary in order to process the Development Phase Application. The Planning Department will review the proposed improvements against the requirements of this Agreement. If the Planning Director objects to the proposed Development Phase Application, he or she shall do so in writing, stating with specificity the reasons for the objection and any items that should be included or changed to bring the Development Phase Application into compliance with this Agreement, including the Phasing Plan. The Planning Director will act reasonably in making determinations with respect to each Development Phase Application, including the determination as to whether the Development Phase Application meets the requirements of the Phasing Plan. The Parties agree to meet and confer in good faith to discuss and resolve any differences in the scope or requirements of a Development Phase Application. Planning shall review Development Phase Applications within thirty (30) days of receipt in order to determine completeness. If the Planning Director fails to respond within such 30-day period, the Development Phase Application will be deemed complete. The Planning Director shall act on a Development Phase Application within sixty (60) days after receipt of a complete Development Phase Application. Changes proposed by Planning staff will be reasonably considered by Developer, and changes proposed by Developer will be reasonably considered by Planning staff. If there are no objections, or upon resolution of any

differences, the Planning Director shall approve the Development Phase Application with such revisions, conditions, comments, or requirements as may be permitted in accordance with the terms of this Agreement (each a “**Development Phase Approval**”).

3. Standard of Approval. Approval of the Development Phase Application will be ministerial in nature based on the Development Phase Application’s completeness and its conformance with the Approvals. Discretion in approving a Development Phase Application will be limited to those matters where the proposed development plan deviates from the Approvals. As such, the Planning Director will approve any Development Phase Application that conforms to and is consistent with this Agreement, including the applicable Plan Documents, Phasing Plan and Approvals, and will not disapprove any Development Phase Application on the basis of any element that conforms to and is consistent therewith.

4. Concurrent Review. Developer must obtain a Development Phase Approval before the City can approve a tentative subdivision map that covers all or any portion of the applicable Development Phase; provided, however, that approval of a Development Phase Application will not be required for (i) the approval of a tentative or final transfer map, (ii) the issuance of construction permits for grading and site preparation in any Phase, or (iii) the approval of a tentative subdivision map application that covers all or substantially all of the entire Project Site, as permitted under Section 5 below (a “Master Tentative Map”). Subject to the foregoing, at any time before or after submittal of a Development Phase Application, Developer may submit Subdivision Map and Design Review Applications covering all or any of the real property within the Development Phase for the City’s review and approval in accordance with the procedures hereunder and under the SUD, but the time period for City approvals of Subdivision Maps other than tentative or final transfer maps or Master Tentative Maps shall not begin until Planning issues a Development Phase Approval.

5. Start of Development Phase. Upon receipt of a Development Phase Approval, Developer shall submit a tentative subdivision map application (if not already submitted) covering the real property within the Development Phase. Developer also has the option to submit a Master Tentative Map application and seek approval of phased final maps for each Development Phase covered by the Master Tentative Map. As provided in Section 4 above, the City may not condition approval of a Master Tentative Map on a Development Phase Approval, but the City shall not be required to issue construction permits for Commencement of Construction within any Development Phase covered by the Master Tentative Map unless the City has first approved a Development Phase Approval for the applicable Development Phase. Following submittal of any tentative subdivision map application, Developer shall have the right to submit any request or application for Later Approvals, such as street improvement permits and building permits, required to start construction. Each Development Phase shall be deemed to have commenced if (i) site or building permits have been issued by the City for all or a portion of the Buildings located in that Development Phase and (ii) some identifiable construction, such as grading, of all or a portion of that Development Phase has been initiated.

6. Amendment of a Development Phase Approval. At any time after receipt of a Development Phase Approval, Developer may request an amendment to the Development Phase Approval. Any such request for amendment shall be made to the Planning Director, and shall be subject to the same review and approval standards as set forth in this Agreement for the original

approval. Amendments to a Development Phase Approval which include changes to the Phasing Plan shall be subject to the requirements of Section 3.2.5 and 3.2.6 of this Agreement. Changes in the type, density or intensity of vertical development (residential or commercial) that is identified in a Development Phase Application as "anticipated" or "proposed" will not require an amendment to a Development Phase Approval, so long as the Development Phase remains in compliance with this Agreement, including the applicable Plan Documents and Approvals.

7. Concurrent Development. Each Development Phase shall remain independent, in accordance with this Agreement, so long as the functional and operational requirements of that Development Phase can be met with the completion of any necessary Infrastructure. Developer may begin construction of a Development Phase simultaneously with another Development Phase or may begin construction of a subsequent Development Phase while components of a prior Development Phase are still in progress. Notwithstanding the above, Developer may propose interim or temporary Infrastructure improvements, and DPW, with the consent of any affected City Agency in their respective sole discretion, may allow such interim or temporary Infrastructure improvements and defer completion of required Public Improvements subject to terms and conditions that the City deems appropriate. The applicable Public Improvement Agreement will address the interim or temporary Infrastructure improvements along with sufficient security to guarantee the completion and removal of such improvements and security for the permanent Public Improvements. The City will not accept any interim or temporary improvements for maintenance and liability purposes. Notwithstanding Administrative Code Chapter 23, the Director of Real Estate is authorized to accept on behalf of the City temporary public easements related to the construction, completion, and use of Public Improvements, and temporary or interim improvements, for a period not to exceed five (5) years. Nothing in this paragraph shall be construed as a limitation on the discretion retained by any City Agency as set forth in this Agreement.

8. Development Phase Application: Purpose and Approval Authority

- Purpose: to provide a broad overview of the scope of each Development Phase, including the number and type of each element (vertical and horizontal). To ensure that Associated Community Benefits and Phasing Plan requirements are satisfied.
- City Department responsible for review: PLANNING
- City Department responsible for approval: PLANNING
 - Planning shall review Phase Applications within (30) thirty days to determine completeness. Once a complete Phase Application is submitted, Planning has sixty (60) days to review and take action on the Phase Application. Planning may request additional information, and may request revisions if the content of the Application does not meet the requirements of these Development Phase Application Review Procedures.
 - Upon approval, Planning will issue a Development Phase Approval, with an attachment containing comments received from other City Agencies.
 - Planning will issue a copy of the Development Phase Approval to City Agencies.
 - Planning may attach or include conditions to a Development Phase Approval to the extent such conditions are required to make the applicable Development Phase

conform to the applicable Plan Documents and Approvals, including the Phasing Plan.

- Role of other City Departments: If the Development Phase will include a parking garage, then Developer will provide the submittals and work with the Planning Director and the Director of Transportation as more specifically provided in the Transportation Exhibit, Section III. Development Phase Applications will be distributed to the implementing City Agencies for their information. Relevant City Agencies include: DPW, SFPUC, MTA, Port, SFFD, RPD, OEWD. No action is required by these City Agencies. City Agencies may provide informational comments on the content of the Development Phase Application to Planning within Planning's sixty (60) day review timeline.
- Relationship to Infrastructure Review by Other City Departments. A Development Phase Application must show how the proposed scope and content of Infrastructure within the Development Phase will comply with the Plan Documents and Approvals, including the Phasing Plan. The approved Development Phase Application will not limit the scope of Infrastructure that Developer is required to construct in the Development Phase, but the proposed scope and content of Infrastructure in such improvement plans shall *at least* serve the scope outlined in the Phase Application. The exact details of required Infrastructure in each Development Phase may vary from the approved Development Phase Approval in order to achieve appropriate roadway access, functional utility systems and connections, and to maintain service to existing residents and commercial users, but shall still be governed by the Infrastructure Plan and Phasing Plan. Notwithstanding the foregoing, any removal of street sections from a Development Phase after its inclusion in a Development Phase Approval will be subject to Planning Department review and approval.

9. Contents of Development Phase Applications. Each Development Phase Application must include, at a minimum, the materials set forth in the Development Phase Application Checklist attached hereto as Schedule 1.

Schedule 1: Application Checklist

This checklist itemizes the required components of each Development Phase Application.

1. Site plan and other graphics, including existing or proposed blocks, lots, streets and area, showing the area covered by the applicable Development Phase Application.
2. A narrative description of the proposed scope of development within the Development Phase, including estimated square feet of each land use category and total parking.
3. Materials sufficient to describe the Infrastructure, Privately-Owned Community Improvements and Parks and Open Space that will be provided for the Development Phase, and a description of how the Development Phase will comply with the requirements of the Phasing Plan to provide these Associated Community Benefits consistent with the Phasing Plan. The level of detail will be commensurate with the detail set forth in the Infrastructure Plan and Planning Department standards for conditional use applications.
4. If the Development Phase will include residential use, the Development Phase Application will also include:
 - 4.1. Developer's estimate of the total number of residential units, the number and location of affordable housing units and AMI levels, and affordable housing credits to be provided in the Development Phase through in-lieu fees or land dedications, as set forth in the Housing Plan. Developer shall include the Housing Data Table and map to cover this information.
 - 4.2. The anticipated number and location of market rate parcel pads to be prepared, with the estimated number of Residential Units on each.
 - 4.3. A status of improvements in prior Development Phase Approvals.
5. A table or matrix showing applicable Mitigation Measures associated with the applicable Development Phase.
6. The following Infrastructure improvement details:
 - 6.1. Plans showing the Infrastructure to be provided for the Development Phase at a level of detail sufficient to determine consistency of the Development Phase with the Phasing Plan.
 - 6.2. Plans showing existing streets to be vacated and new streets to be dedicated.

6.3. Plan showing location of the Development Phase in relation to the rest of the Project Site, with street access and circulation for existing residents.

7. Narrative or schedule of anticipated order of horizontal construction within the Development Phase, by element (i.e., Infrastructure, Privately-Owned Community Improvements and Parks and Open Spaces).

8. List of any requested modifications to this Agreement, including the Phasing Plan, the Design Guidelines or other Plan Documents.

9. Certification of accuracy from authorized representative.

10. For illustrative purposes only, a summary table materially in the form shown below, listing the permitted and anticipated, and if known, type, density and intensity of, vertical development by parcel within the Development Phase.

Sample Summary Table

Blocks in the Design Guidelines	Height/Bulk District	Maximum Permitted Heights	Allowable Use under the SUD, and Anticipated Use if known	Anticipated Amount of Development	Type of Affordable Housing Anticipated	Proposed Parking & Parking Ratio, if known
<i>(1, 2, 3, etc.)</i>			<i>(Affordable Housing, Market Rate Parcel, Commercial, Retail, Community, Other)</i>	<i>(Total # Housing Units, Square Footage of Retail, Commercial, Community, Other)</i>	<i>(# BMR Units, In Lieu, Land Dedication)</i>	<i>(Residential and/or Commercial)</i>

Exhibit T

Design Review of RPD Park Parcels

Schematic Design Applications. Developer will submit to RPD an application for the schematic design of each Park Parcel (each, a “**Schematic Design Application**”) at such time as Developer reasonably determines necessary to meet the requirements for Completion under the Development Agreement. Each Schematic Design Application will include the following information:

- (a) A written narrative describing the overall conceptual design, including the park program, design elements, and facilities provided for the Parks and Open Space;
- (b) An illustrative site plan to scale showing:
 - (i) Conceptual circulation systems (vehicular, bicycle, and pedestrian) including parking;
 - (ii) Conceptual grading and drainage;
 - (iii) Generalized locations of active and passive recreational areas; park elements and facilities;
 - (iv) Generalized locations and conceptual layout for landscaping and hardscape areas, including tree planting and any stormwater treatment areas; and
 - (v) Generalized locations for furnishings, lighting, public art, signage, comfort facilities, stairs, ramps, and railing;
- (c) Illustrative sections and perspectives representative of the overall conceptual design, including key relationships between programmatic areas, design elements, and defining park features and facilities; and
- (d) Image “boards” showing proposed concepts, detailed studies and/or precedents for site furnishings, paving materials, site architectural elements, lighting, public art, signage, comfort facilities, stairs, ramps and railings, tree species (and alternate species), and species palette concepts for major landscaping areas.

RPD Review. RPD staff will review each Schematic Design Application (at 30%, 60% and 90%) for completeness, which means the Schematic Design Application includes all documents and materials in such detail as is required hereunder. RPD will make its determination of completeness within thirty (30) days after submittal and will advise Developer in writing of any deficiencies. The RPD Director will promptly review and either approve or disapprove, or conditionally approve, the Schematic Design Application, in consultation with the Planning Department within sixty (60) days after receipt of a complete Schematic Design Application. Each Schematic Design Application will be approved if, in the reasonable judgment of the RPD Director, the Schematic Design Application meets all of the requirements of, and is consistent

with, the applicable Plan Documents and Approvals, including this Development Agreement and the Design Guidelines. The RPD Director will not (i) disapprove any Schematic Design Application on the basis of any element that conforms to and is consistent with the Plan Documents and Approvals; or (ii) impose conditions that conflict with the Plan Documents and Approvals. In the event of a disapproval, the RPD Director will notify Developer of the reasons for the disapproval and the items that must be changed or augmented in order to obtain approval. Thereafter, Developer may re-submit revised Schematic Design Applications to the RPD Director that will address the RPD Director's reasons for disapproval.

Additional Reviews and Approvals. When Developer submits its improvement plans (both design development drawings and final improvement plans) to the Department of Public Works for the Park Parcels in compliance with the Subdivision Code, Developer will also copy RPD staff for circulation to the RPD Structural and Maintenance Division (the "Division") in accordance with the Division Plan Review Guidelines. The Division will provide Public Works with any comments in writing as to the completeness of the submittal within thirty (30) days, along with a reasonably detailed list of any deficiencies, and will copy Developer on its comments, if any. The RPD Structural and Maintenance Division will promptly review and provide its comments on each improvement plan submittal within sixty (60) days after receipt of a complete Application, and will copy Developer on its comments, if any.

Nothing in this Exhibit will override the Charter authority of the Arts Commission, to the extent applicable.

Exhibit U

Applicable Impact Fees and Exactions.

(INDIA BASIN)

1. Transportation Fee.

a. Payment by Developer. Developer will pay to SFMTA a “Transportation Fee” that SFMTA will use and allocate in accordance with Section 1b below, and in consideration of these requirements, Planning Code Section 411A.1-411A.9 shall apply to the Project only to the extent it does not conflict with this Exhibit U. The Transportation Fee must meet all requirements of and will be payable on any Development Project on the Project Site in accordance with Planning Code sections 411A.1-411A.8, provided, however, that:

- i. The Transportation Fee will be payable on any Development Project on the Project Site, except Affordable Housing Projects pursuant to Planning Code Section 406(b) prior to the issuance of the First Construction Permit (as defined in the Housing Plan) for each Building; and
- ii. The amount of the Transportation Fee for each applicable land use category will be as set forth below.

Use	Rate per gross sq. ft.
Residential	\$4.82
Non Residential	\$16.71

b. Accounting and Use of Transportation Fee. Planning Code Section 411A.7 applies as to the accounting and use of the Transportation Fee.

2. Affordable Housing. Under the Housing Plan, Developer must provide Inclusionary Units, BMR Units or In Lieu Fee Units, all in accordance with the terms and conditions of the Housing Plan. In consideration of these requirements, Planning Code sections 415.1–415.11 will not apply to the Project except to the extent expressly provided in the Housing Plan.

3. Child Care. Developer must provide one on-site child care facility within the applicable Development Phase as set forth in the Phasing Plan (the “**On-Site Child Care Facility**”). The On-Site Child Care Facility must be at least 3,000 square feet of interior space, with sufficient protected outdoor space to meet the requirements of California law, to serve a minimum of 40 children and be available for lease to a licensed nonprofit operator without charge for rent, utilities, property taxes, building services, repairs or any other charges of any nature, as evidenced by a lease and an operating agreement between the

sponsor and the provider with minimum terms of three years. Thereafter, the childcare facility must be available to a licensed nonprofit operator for an additional period of five years, at a cost not to exceed actual operating and tenant improvement costs reasonably allocated to similar facilities in similar buildings, amortized over the remaining term of the lease. In consideration of these requirements, Planning Code sections 414.1-414.15 and sections 414A.1–414A.8 will not apply to the Project.

4. **School Facilities Fees.** Developer must pay the school facilities impact fees imposed under state law (Educ. Code §§ 17620-17626, Gov't Code §§ 65970-65981, & Gov't Code §§ 65995-65998) at the rates in effect at the time of assessment.

EXHIBIT V

Map Showing Streets to be Vacated and Transferred to Developer


ARELIOUS WALKER DRIVE NOTE

FITCH STREET WAS RENAMED ARELIOUS WALKER DRIVE PER RESOLUTION NO. 1012-95 OF THE BOARD OF SUPERVISORS FOR THE CITY AND COUNTY OF SAN FRANCISCO, APPROVED BY THE MAYOR, DECEMBER 7, 1995.

MAP REFERENCES

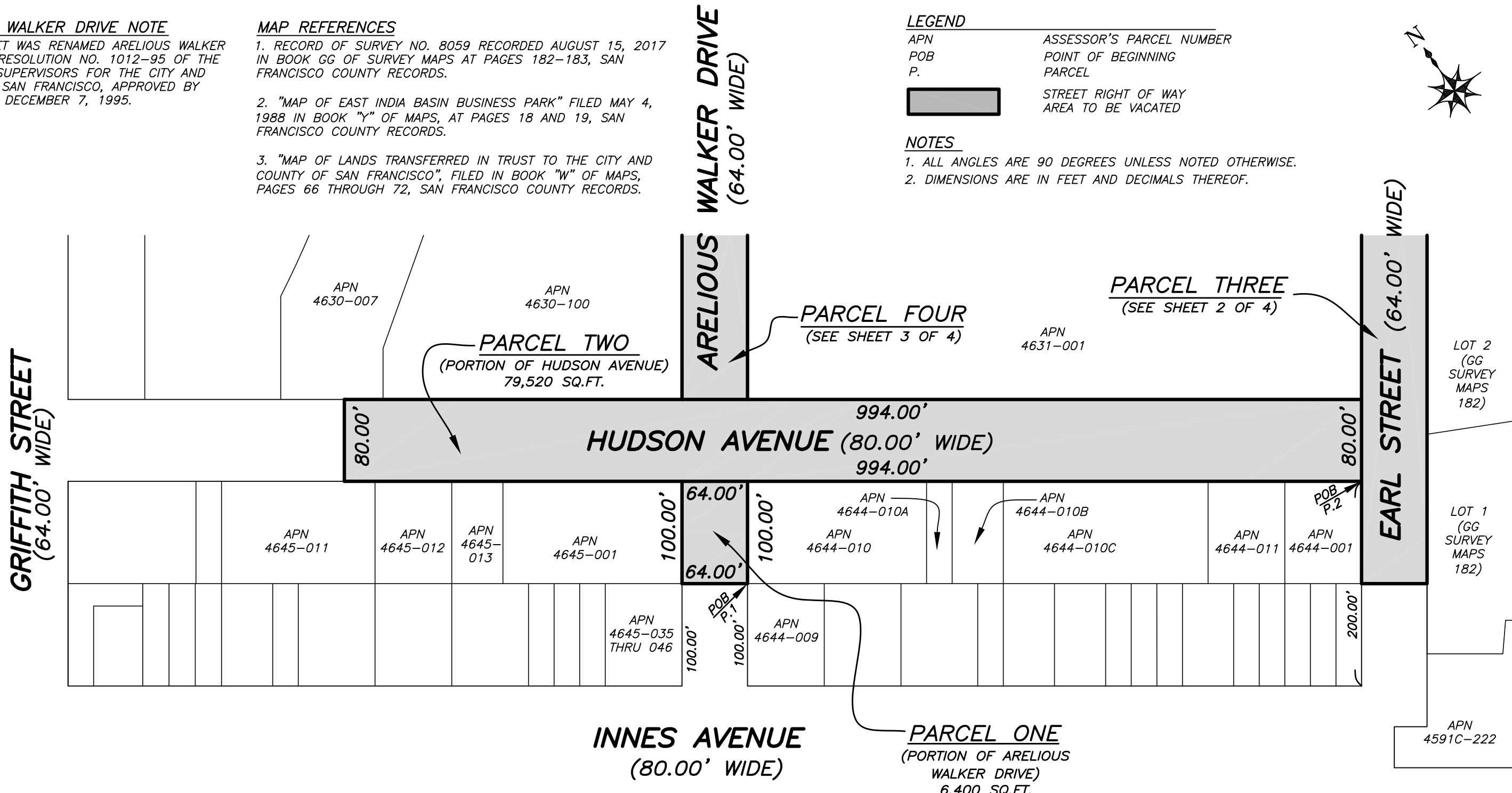
1. RECORD OF SURVEY NO. 8059 RECORDED AUGUST 15, 2017 IN BOOK GG OF SURVEY MAPS AT PAGES 182-183, SAN FRANCISCO COUNTY RECORDS.
2. "MAP OF EAST INDIA BASIN BUSINESS PARK" FILED MAY 4, 1988 IN BOOK "Y" OF MAPS, AT PAGES 18 AND 19, SAN FRANCISCO COUNTY RECORDS.
3. "MAP OF LANDS TRANSFERRED IN TRUST TO THE CITY AND COUNTY OF SAN FRANCISCO", FILED IN BOOK "W" OF MAPS, PAGES 66 THROUGH 72, SAN FRANCISCO COUNTY RECORDS.

LEGEND

- APN ASSESSOR'S PARCEL NUMBER
- POB POINT OF BEGINNING
- P. PARCEL
-  STREET RIGHT OF WAY AREA TO BE VACATED

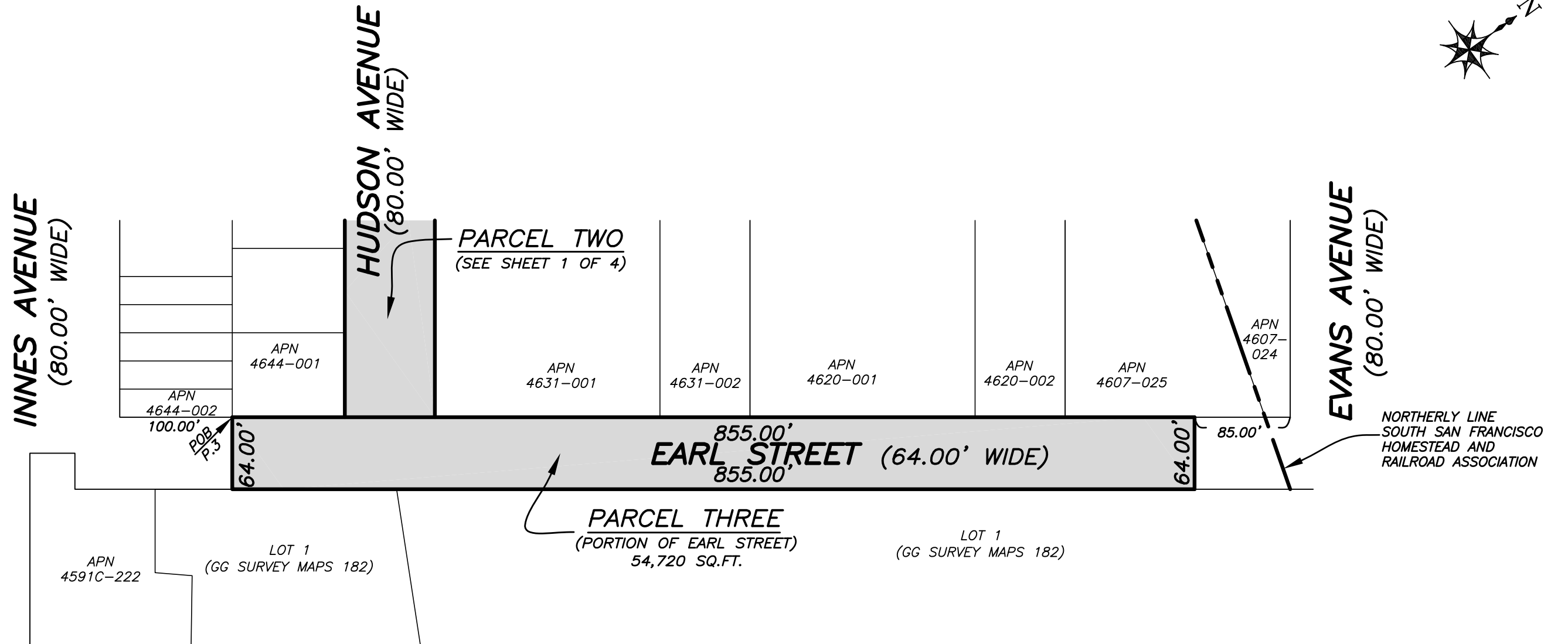
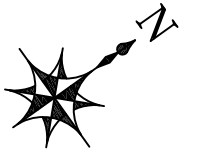
NOTES

1. ALL ANGLES ARE 90 DEGREES UNLESS NOTED OTHERWISE.
2. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.



DRAFT
DATE: 6-1-18

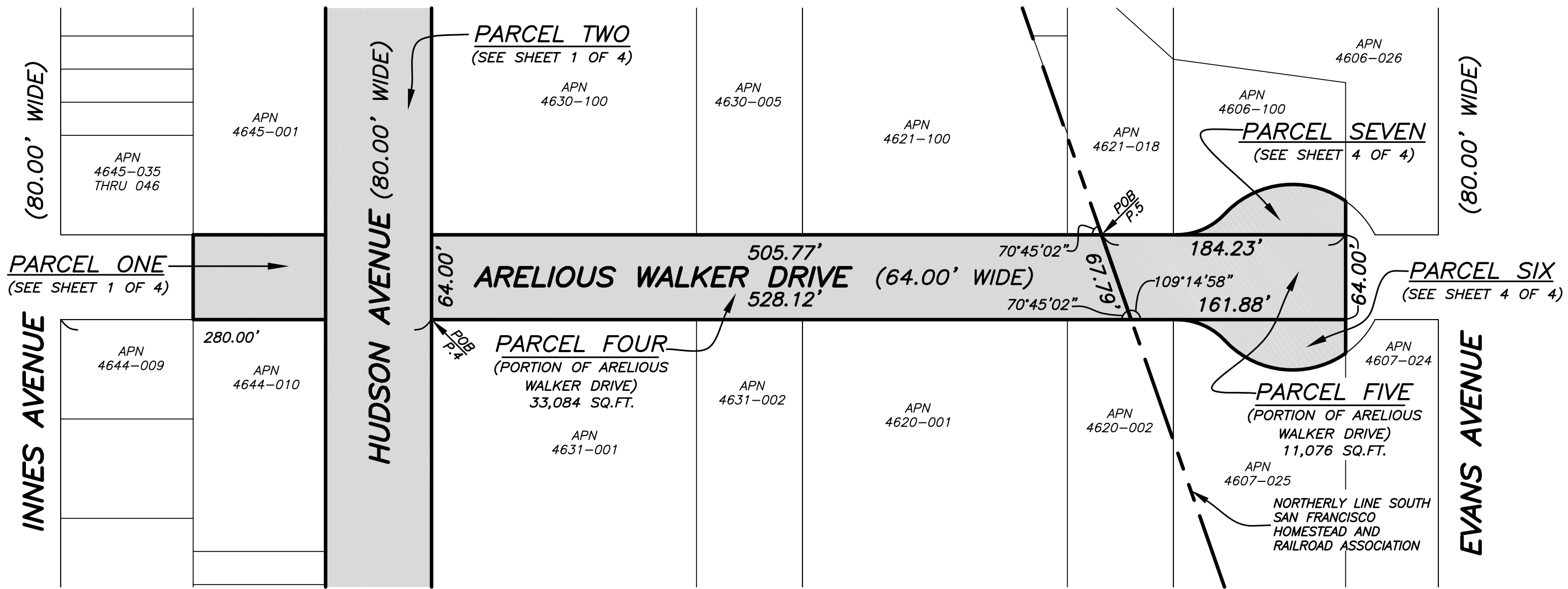
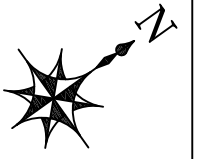
REFERENCES:	APPROVED:	BY	DATE	CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS			
	BRUCE R. STORRS CITY & COUNTY SURVEYOR	DATE					
				FILE: SUR: 2018-XXX	SHEET 1 OF 4	SCALE: 1:100	CHANGE



SEE SHEET 1 OF 4 FOR NOTES & LEGEND

DRAFT
DATE: 6-1-18

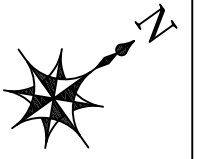
REFERENCES:	APPROVED:	BY	DATE	CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS			
		DRW					VACATION OF A PORTION OF ARELIOS WALKER DRIVE, HUDSON AVENUE, GRIFFITH STREET AND EARL STREET
	BRUCE R. STORRS CITY & COUNTY SURVEYOR	DATE	CK		FILE: SUR: 2018-XXX	SHEET 2 OF 4	



SEE SHEET 1 OF 4 FOR NOTES & LEGEND

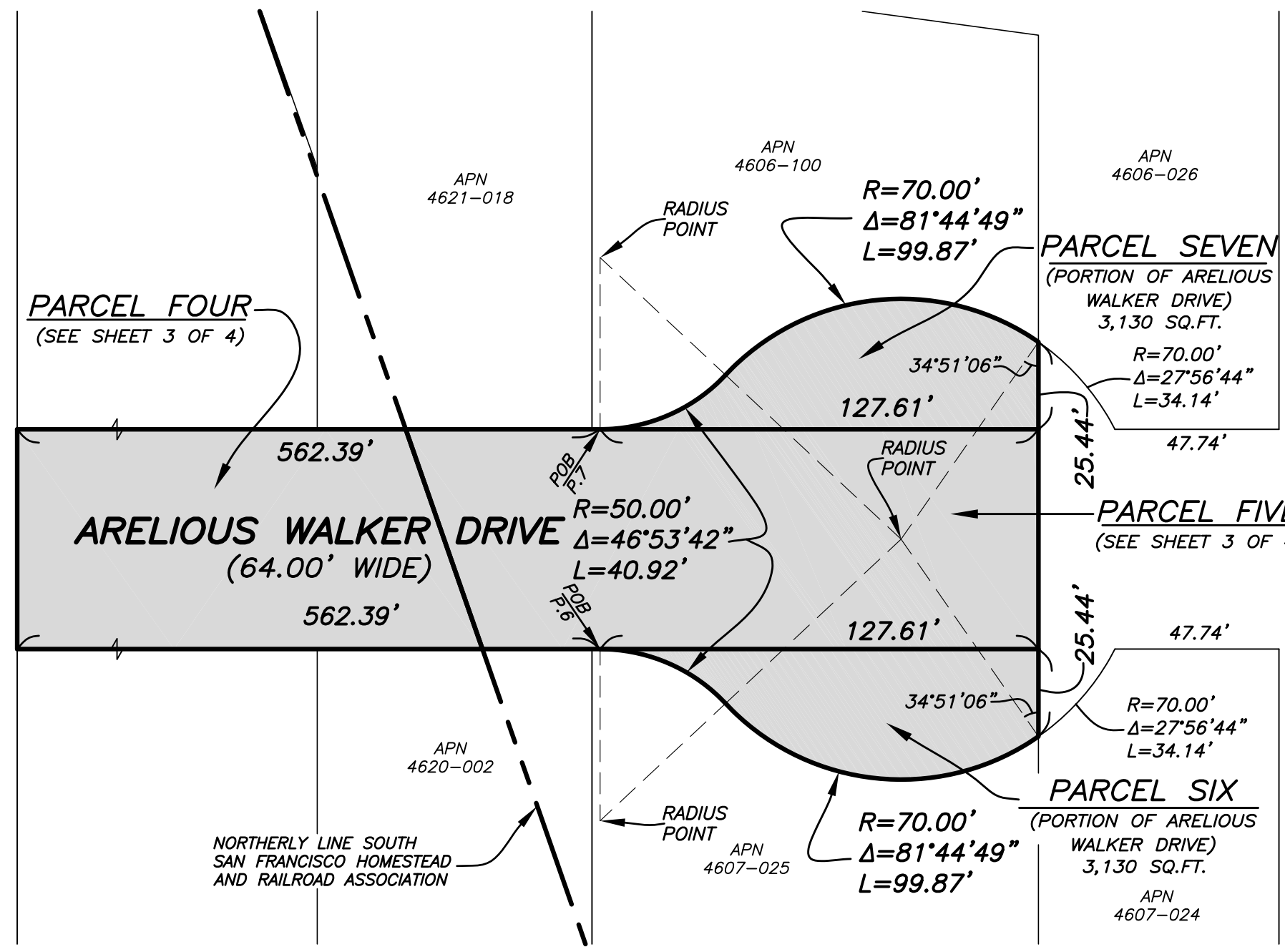
DRAFT
DATE: 6-1-18

REFERENCES:	APPROVED:	BY	DATE	CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS		
	BRUCE R. STORRS CITY & COUNTY SURVEYOR	DATE				
				FILE: SUR: 2018-XXX	SHEET 3 OF 4	SCALE: 1:80



HUDSON AVENUE (80.00' WIDE)

EVANS AVENUE (80.00' WIDE)



SEE SHEET 1 OF 4 FOR NOTES & LEGEND

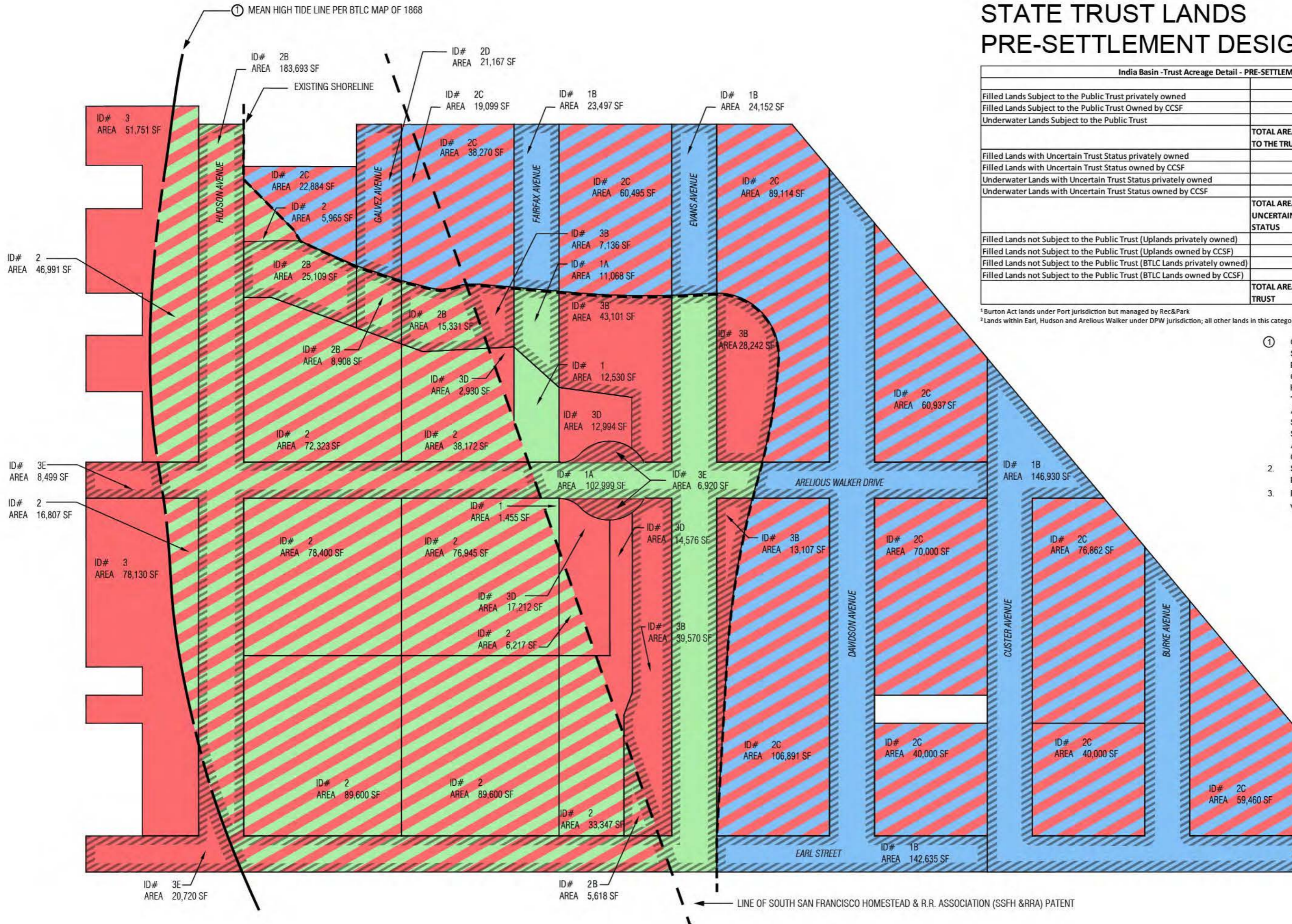
DRAFT
DATE: 6-1-18

REFERENCES:	APPROVED:	BY	DATE	CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS		
	BRUCE R. STORRS CITY & COUNTY SURVEYOR	DRW		VACATION OF A PORTION OF ARELIOS WALKER DRIVE, HUDSON AVENUE, GRIFFITH STREET AND EARL STREET		
	DATE	CK		FILE: SUR: 2018-XXX	SHEET 4 OF 4	SCALE: 1:40
		APP				CHANGE

EXHIBIT W

Map Showing Land Transfers

ATTACHMENT 3 STATE TRUST LANDS PRE-SETTLEMENT DESIGNATION



India Basin - Trust Acreage Detail - PRE-SETTLEMENT DESIGNATION				
	SF	Acreage	Map ID #s	
Filled Lands Subject to the Public Trust privately owned	13985	0.32	1A	
Filled Lands Subject to the Public Trust Owned by CCSF	114031	2.62	1A	
Underwater Lands Subject to the Public Trust	337215	7.74	1B	
TOTAL AREA SUBJECT TO THE TRUST	465231	10.68		
Filled Lands with Uncertain Trust Status privately owned	556638	12.78	2	
Filled Lands with Uncertain Trust Status owned by CCSF	232975	5.35	2B	
Underwater Lands with Uncertain Trust Status privately owned	683946	15.70	2C	
Underwater Lands with Uncertain Trust Status owned by CCSF	21167	0.49	2D	
TOTAL AREA WITH UNCERTAIN TRUST STATUS	1494725	34.31		
Filled Lands not Subject to the Public Trust (Uplands privately owned)	129882	2.98	3	
Filled Lands not Subject to the Public Trust (Uplands owned by CCSF)	36140	0.83	3E	
Filled Lands not Subject to the Public Trust (BTLC Lands privately owned)	47661	1.09	3D	
Filled Lands not Subject to the Public Trust (BTLC Lands owned by CCSF)	131184	3.01	3B	
TOTAL AREA WITH NO TRUST	344866	7.92		

¹ Burton Act lands under Port jurisdiction but managed by Rec&Park
² Lands within Earl, Hudson and Arelious Walker under DPW jurisdiction; all other lands in this category are under Rec&Park jurisdiction

- ① ORIGINAL HIGH TIDE LINE (O.H.T.L.) OF 1868 SHOWN HEREON IS AS TRACED BY MARTIN M. ROD ASSOCIATES AS OF 6/11/15 PER NOTE: ORDINARY HIGH TIDE LINE OF 1868 SHOWN HEREON IS SCALED FROM THE MAP ENTITLED "MAP OF THE SALT MARSH AND TIDELANDS AND LANDS LYING UNDER WATER, SOUTH OF SECOND STREET." SAID TIDE LINE WAS SURVEYED UNDER THE DIRECTION OF GEO. F. ALLARDT, COMMENCING IN 1868 AND COMPLETE IN JANUARY 1869. FIELD VERIFY.
- SF PORT AUTHORITY JURISDICTION LINE, PROPERTY LINES, AND PARCEL NUMBERS
- DIAGRAM FOR REFERENCE ONLY. FIELD VERIFY ALL ELEMENTS.

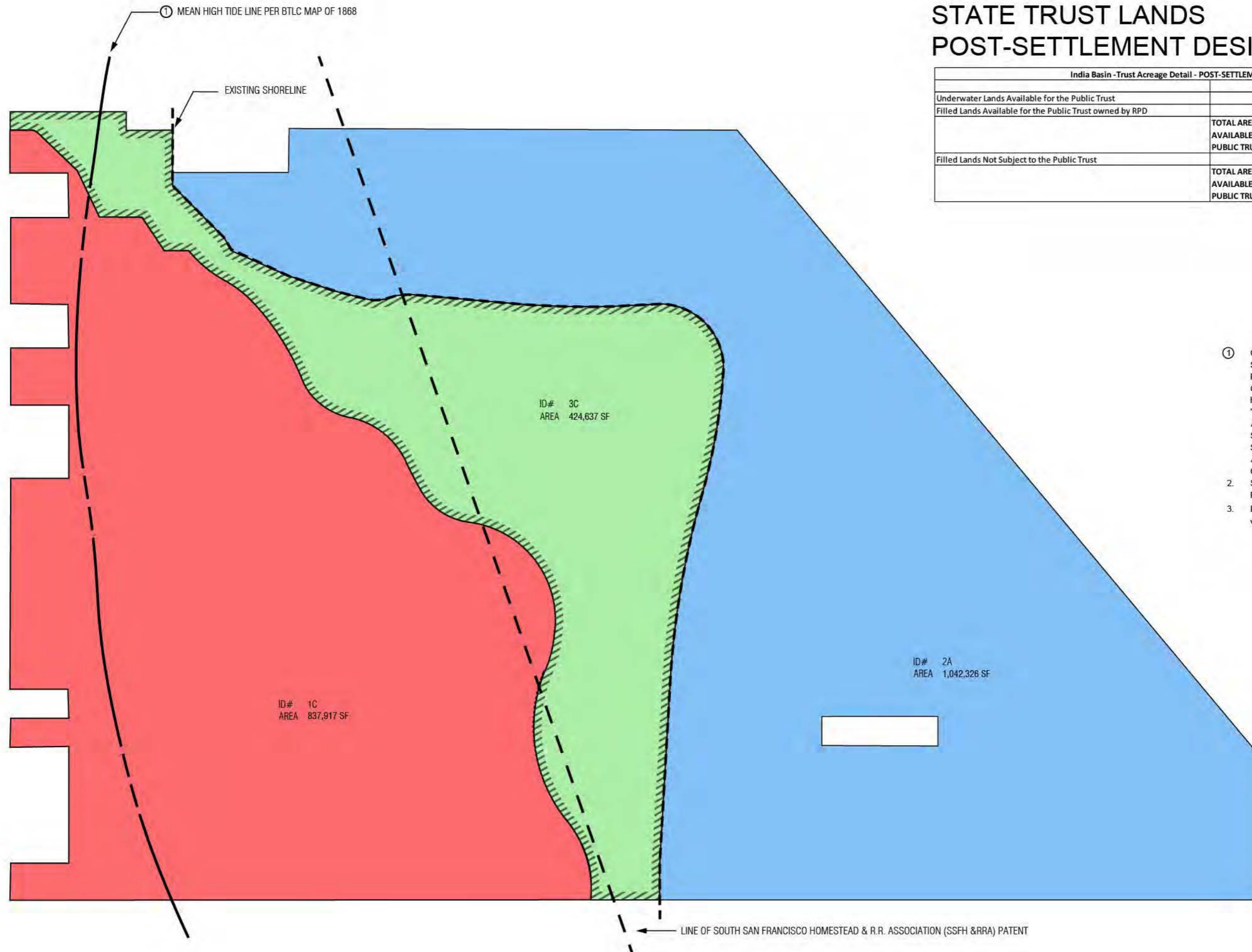


PROJECT ID IBE 1401
 DATE 4.5.2017
 CLIENT BUILD INC.



ATTACHMENT 4 STATE TRUST LANDS POST-SETTLEMENT DESIGNATIONS

India Basin - Trust Acreage Detail - POST-SETTLEMENT DESIGNATIONS				
	SF	Acreage	Map ID #s	
Underwater Lands Available for the Public Trust	1042326	23.93	2A	
Filled Lands Available for the Public Trust owned by RPD	424637	9.75	3C	
TOTAL AREA AVAILABLE FOR THE PUBLIC TRUST	1466963	33.68		
Filled Lands Not Subject to the Public Trust	837917	19.24	1C	
TOTAL AREA NOT AVAILABLE TO THE PUBLIC TRUST	837917	19.24		



1. ORIGINAL HIGH TIDE LINE (O.H.T.L.) OF 1868 SHOWN HEREON IS AS TRACED BY MARTIN M. ROD ASSOCIATES AS OF 6/11/15 PER NOTE: ORDINARY HIGH TIDE LINE OF 1868 SHOWN HEREON IS SCALED FROM THE MAP ENTITLED "MAP OF THE SALT MARSH AND TIDELANDS AND LANDS LYING UNDER WATER, SOUTH OF SECOND STREET." SAID TIDE LINE WAS SURVEYED UNDER THE DIRECTION OF GEO. F. ALLARDT, COMMENCING IN 1868 AND COMPLETE IN JANUARY 1869. FIELD VERIFY.
2. SF PORT AUTHORITY JURISDICTION LINE, PROPERTY LINES, AND PARCEL NUMBERS
3. DIAGRAM FOR REFERENCE ONLY. FIELD VERIFY ALL ELEMENTS.

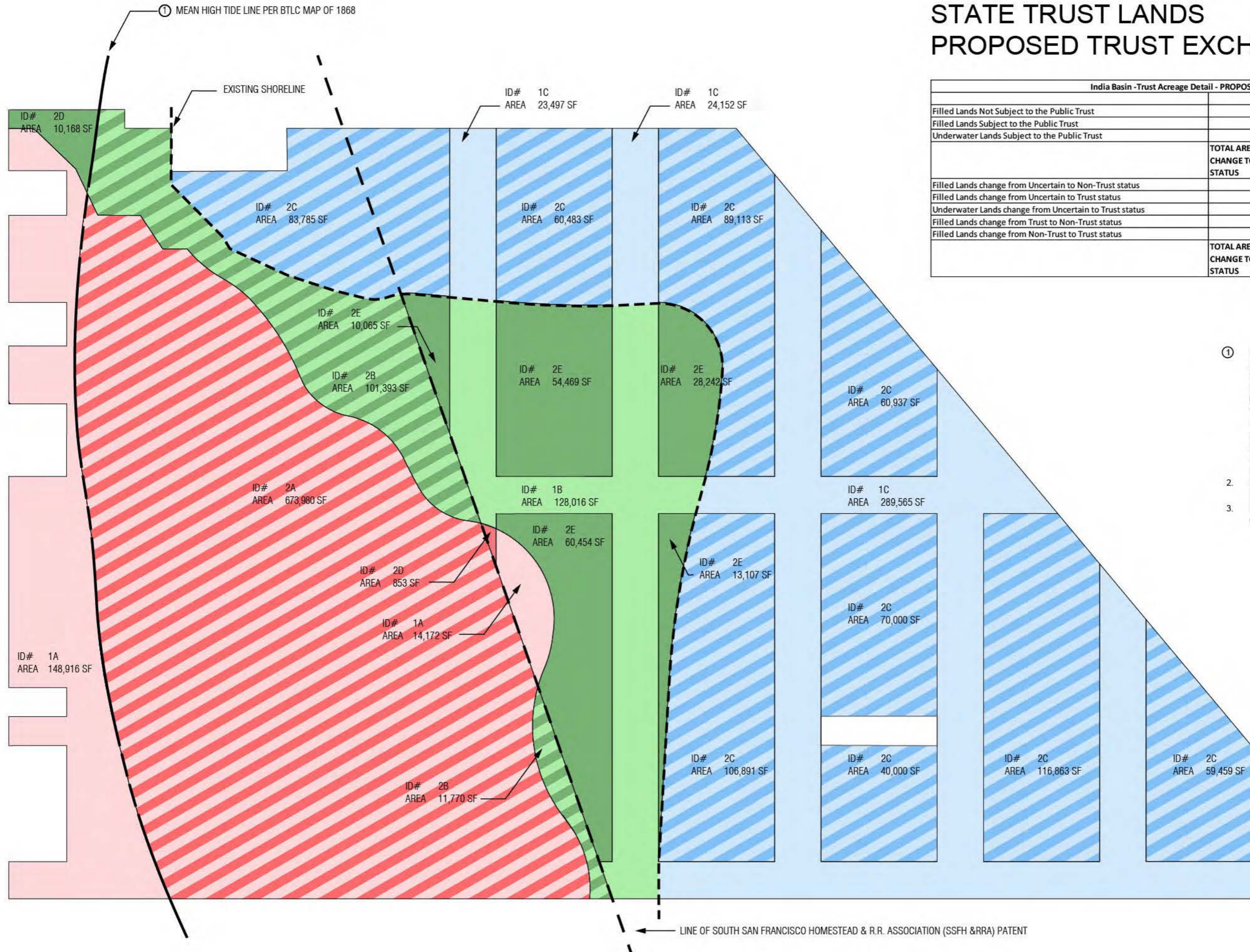


PROJECT ID IBE 1401
DATE 4.5.2017

CLIENT BUILD INC.



ATTACHMENT 5 STATE TRUST LANDS PROPOSED TRUST EXCHANGE



India Basin - Trust Acreage Detail - PROPOSED EXCHANGE				
	SF	Acreage	Map ID #s	
Filled Lands Not Subject to the Public Trust	163087	3.74	1A	
Filled Lands Subject to the Public Trust	127155	2.92	1B	
Underwater Lands Subject to the Public Trust	337214	7.74	1C	
TOTAL AREA WITH NO CHANGE TO TRUST STATUS	627456	14.40		
Filled Lands change from Uncertain to Non-Trust status	673980	15.47	2A	
Filled Lands change from Uncertain to Trust status	115779	2.66	2B	
Underwater Lands change from Uncertain to Trust status	705096	16.19	2C	
Filled Lands change from Trust to Non-Trust status	853	0.02	2D	
Filled Lands change from Non-Trust to Trust status	181695	4.17	2E	
TOTAL AREA WITH CHANGE TO TRUST STATUS	1677405	38.51		

1. ORIGINAL HIGH TIDE LINE (O.H.T.L.) OF 1868 SHOWN HEREON IS AS TRACED BY MARTIN M. ROD ASSOCIATES AS OF 6/11/15 PER NOTE: ORDINARY HIGH TIDE LINE OF 1868 SHOWN HEREON IS SCALED FROM THE MAP ENTITLED "MAP OF THE SALT MARSH AND TIDELANDS AND LANDS LYING UNDER WATER, SOUTH OF SECOND STREET." SAID TIDE LINE WAS SURVEYED UNDER THE DIRECTION OF GEO. F. ALLARDT, COMMENCING IN 1868 AND COMPLETE IN JANUARY 1869. FIELD VERIFY.
2. SF PORT AUTHORITY JURISDICTION LINE, PROPERTY LINES, AND PARCEL NUMBERS
3. DIAGRAM FOR REFERENCE ONLY. FIELD VERIFY ALL ELEMENTS.



PROJECT ID IBE 1401
DATE 4.5.2017
CLIENT BUILD INC.



LINE OF SOUTH SAN FRANCISCO HOMESTEAD & R.R. ASSOCIATION (SSFH & RRA) PATENT

EXHIBIT X
FORM OF QUITCLAIM DEED

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:

Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Attn: Director of Property

MAIL TAX STATEMENTS TO:

Attn: _____

The undersigned hereby declares this instrument to be exempt from Recording Fees (CA Govt. Code § 27383) and Documentary Transfer Tax (CA Rev. & Tax Code § 11922 and S.F. Bus. & Tax Reg. Code § 1105)

(Space above this line reserved for Recorder's use only)

Documentary Transfer Tax of \$_____ based upon full market value of the property without deduction for any lien or encumbrance

QUITCLAIM DEED
[(Assessor's Parcel No. _____)]

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "City"), pursuant to [Ordinance No. _____, adopted by the Board of Supervisors on _____, 2018 and approved by the Mayor on _____, 2018], subject to the reservations in their Quitclaim Deed hereby RELEASES, REMISES AND QUITCLAIMS to [_____], any and all right, title and interest City may have in and to the real property located in the City and County of San Francisco, State of California, described on Exhibit A attached hereto and made a part hereof (the "Property").

Executed as of this _____ day of _____, 20__.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
[NAME]
Director of Property

Board of Supervisors Ordinance No. _____

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: _____
[NAME OF DEPUTY]
Deputy City Attorney

[If required: DESCRIPTION
CHECKED/APPROVED:]

By: _____
[NAME]
City Engineer

EXHIBIT Y
FORM OF GRANT DEED

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Director of Property
Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102

The undersigned hereby declares this instrument to be
exempt from Recording Fees (CA Govt. Code § 27383)
and Documentary Transfer Tax (CA Rev. & Tax Code
§ 11922 and S.F. Bus. & Tax Reg. Code § 1105)

APN(s): _____

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, [**NAME OF GRANTOR**], a [California limited liability company] ("Grantor"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the real property located in the City and County of San Francisco, State of California, described on Exhibit A attached hereto and made a part hereof (the "Property"), together with together with all buildings, improvements and fixtures located thereon and any and all rights, privileges and easements incidental or appurtenant to the Property, including, without limitation, any and all minerals, oil, gas and other hydrocarbon substances on and under the Property, as well as any and all development rights, air rights, water, water rights, riparian rights and water stock relating to the Property, and any and all easements, rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the land and all of Grantor's right, title and interest in and to any and all roads and alleys adjoining or servicing the Property.

The foregoing is conveyed subject to: (a) the lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California due to the conveyance of the Property under this Grant Deed; and (b) the liens for real property taxes for the fiscal year [_____] not yet due and payable.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Grant Deed has been executed by Grantor as of [_____, 20__] to be effective as of [_____, 20__].

GRANTOR:

[_____] ,
a [_____]

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____, 20__ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A
LEGAL DESCRIPTION

[To be inserted.]

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, from the [GRANTOR'S NAME] a [California limited liability company] to the City and County of San Francisco, a municipal corporation ("Grantee"), is hereby accepted by order of its Board of Supervisors' Resolution No. 18110, adopted on August 5, 1957, and approved by the Mayor on August 10, 1957, and Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____

Director of Property

EXHIBIT Z

Port/RPD Open Space Covenant

WHEN RECORDED MAIL TO:

City and County of San Francisco
Department of Real Estate
25 Van Ness Avenue, Suite 400
San Francisco, California 94112

Free recording requested pursuant to
Government Code Section 27383 by the
City and County of San Francisco

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DECLARATION OF OPEN SPACE COVENANT

This Declaration of Open Space Covenant (this “Declaration”) is made as of [date], 2018, by the City and County of San Francisco, a municipal corporation (the “City”), acting by and through the Department of Real Estate, the Recreation and Park Commission (“RPD”) and the Port Commission (“the Port”).

The City owns various open space parcels commonly known as 900 Innes Avenue, India Basin Shoreline Park and the India Basin Open Space. In connection with a mixed use development project including approximately [XXX] residences (the “Project”), Build Inc., a [_____] (“Master Developer”), has conveyed or will convey approximately [__] acres of land to the City to facilitate the improvement and expansion of these open space parcels. The City intends to create an integrated waterfront park, including both land previously owned by the City as well as land dedicated to the City by Master Developer, as generally shown in Exhibit A (the “India Basin Park”).

In connection with the Project, the City entered into a Public Trust Exchange and Title Settlement Agreement [dated XXXX] with the State of California and recorded as Document No. [_____] on [_____] (the “Exchange Agreement”) to place the public trust for purposes of commerce, navigation and fisheries (the “Public Trust”) on certain public property and to remove the Public Trust and any Public Trust claims from certain development parcels retained by Developer. Under the Exchange Agreement, the City is placing the Public Trust on that portion of the India Basin Park property described in Exhibit B (the “Land”).

The City makes this Declaration to ensure that the Land continues as park and open space subject to the Public Trust in perpetuity, and to confirm the role of RPD and the Port in the use, operation and maintenance of the Land.

The City declares that the Land will be subject to the following restrictions:

1. As part of the Project, the Land shall be improved and become a part of the India Basin Park. The City agrees to maintain the Land as park and open space, subject to the Public Trust. Port shall be trustee of the Public Trust, with the right to ensure that all uses and operations are consistent with the Public Trust. Non-recreational uses of the Land shall not be allowed except to the extent consistent with the City's Charter and the Public Trust.
2. RPD shall operate and maintain the India Basin Park, including the Land. RPD shall have the right to enter into management, landscaping, programming and other contracts relating to the Land or to perform such work directly by RPD staff. Any City liability and all funding for India Basin Park maintenance and operations shall be held and managed by and through RPD.
3. If RPD proposes material alterations to the Land or to uses of the Land, RPD shall notify the Port of the proposed alterations or uses so as to give the Port an opportunity to ensure that the alterations or uses, as applicable, are consistent with the Public Trust. The Port may not object to any alteration or use except to the extent it is inconsistent with the Public Trust.
4. Upon the Port's request, RPD staff will provide such information as may be requested by the Port to verify that the uses and operations of the Land are not inconsistent with the Public Trust. RPD staff and Port staff shall meet and confer as needed to ensure the requirements of this Declaration are being satisfied at all times.
5. This Declaration shall remain in effect unless terminated by the City. This Declaration cannot be amended or terminated without the prior consent of the RPD Commission, the Port Commission, and the City's Board of Supervisors, each in their sole discretion following a duly noticed public hearing.
6. This Declaration constitutes a covenant that runs with the Land, binding all future owners and users of the Land, unless expressly terminated as set forth above.
7. Nothing in this Declaration shall be deemed to be a gift to the general public or to give any person or entity, other than the City, the right to enforce this Declaration. There are no third party beneficiaries to this Declaration. Any enforcement shall be by specific performance, without the right to monetary damages or compensation.
8. This Declaration shall be governed by, and construed in accordance with, the laws of the State of California and the City's Charter.

CITY AND COUNTY OF SAN FRANCISCO, a
municipal corporation, operating by and through the
Department of Real Estate Real Estate

By: _____
Andrico Penick, Director of Property

Authorized by Board of Supervisors Resolution No. ____
Adopted _____, 2018

CITY AND COUNTY OF SAN FRANCISCO, a
municipal corporation, operating by and through the San
Francisco Port Commission

By: _____
Elaine Forbes, Executive Director

Authorized by Port Resolution No. _____
Adopted _____, 2018

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, operating by and through the
San Francisco Recreation and Park Commission

By: _____
Phil Ginsburg, Executive Director

Authorized by RPD Resolution No. _____
Adopted _____, 2018

APPROVED AS TO FORM:
Dennis J. Herrera, City Attorney

By: _____
Deputy City Attorney

EXHIBIT AA

Form of Notice of Completion and Termination

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

[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 municipal corporation (the "City"), acting by and through its Planning Department, and [_____, 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 a Development Phase has been completed, including all of the Associated Community Benefits within that Development Phase, the City agreed to execute and record a notice of completion as it relates to the applicable Development Phase.

3. The City confirms that the Development Phase located on the property described in the attached Exhibit A (the "Affected Property") has 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 BB

FORM OF PERMIT TO ENTER CITY PROPERTY

THE CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the “City”), grants to _____, a _____ (“Permittee”), a non-exclusive permit to enter upon certain City-owned real property (the “Permit Area”) located at _____ upon the terms, covenants, and conditions in this Permit to Enter (“Permit”). This Permit is entered into in accordance with the terms of that certain Development Agreement by and between the City and India Basin Investment LLC, a California limited liability company dated _____, 2018 (the “DA”).

1. **Permit Area:** The Permit Area is more particularly shown on Exhibit []-1 attached to this Permit and incorporated by this reference. The Permit is non-exclusive and is subject to the rights of ingress and egress by the City and others, who are authorized to access portions of the Permit Area.

2. **Interim Use:** The Permittee may use the Permit Area to _____ [describe permitted activities] and to perform all work on and maintenance of the Permit Area as required by the DA [insert for Big Green.: in particular, Section 6.5 of the DA] (“Interim Use”). No uses other than those specifically included above are authorized by this Permit.

3. **Time of Entry:** Once the Permit is fully executed, entry may commence on _____, at 8:00 a.m. This Permit and Permittee’s rights under this Permit will terminate on _____, at 5:00 p.m., unless earlier terminated by the City under as provided in this Permit or earlier terminated by Permittee by cessation of activities/operations, or unless the time is extended by the [Director of Property/General Manager **[NB: as applicable per City Agency with jurisdiction over subject land]**].

4. **Indemnification:**

a. **General Indemnification:** Permittee will defend, hold harmless and indemnify the City and/or their respective commissioners, members, officers, agents, and employees of and from any and all claims, demands, losses, costs, expenses, obligations, damages, injuries, actions, causes of action, and liabilities of every kind, nature, and description directly or indirectly, arising out of or connected with this Permit and any of the Permittee’s operations or activities related thereto, and excluding the willful misconduct or gross negligence of the person or entity seeking to be defended, indemnified, or held harmless, and excluding any and all claims, demands, losses, costs, expenses, obligations, damages, injuries, action, causes of action, or liabilities of any kind arising out of any Release (as defined in Section 6.f below) or threatened release of any Hazardous Substance (as defined in Section 6.d below), pollutant, or contaminant, or any condition of pollution, contamination, or nuisance which will be governed exclusively by the provisions of Section 5.c below. This section does not apply to contracts for construction design services provided by a design professional, as defined in California Civil Code Section 2782.8. Nothing in this Section will limit or reduce any indemnification set forth in the DA.

b. Indemnification By Design Professionals: This section applies to any design professional as defined in California Civil Code Section 2782.8 who is or will provide professional services as part of, collateral to, or affecting this Permit with the Permittee (“**Design Professional**”). Each Design Professional who provides design services will defend, hold harmless, and indemnify the City and its respective commissioners, members, officers, agents, and employees of and from all claims, loss, damage, injury, actions, causes of action, and liability of every kind, nature and description directly or indirectly that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Design Professional. It is expressly agreed and understood that the duty of indemnification under this section is to be interpreted broadly to the greatest extent permitted by law, including but not limited to California Civil Code Section 2782.8.

c. No Mechanics’ Liens: Permittee will not permit any mechanics’ or other liens to be levied against the Permit Area for any labor or material furnished to Permittee or claimed to have been furnished to Permittee or to Permittee’s agents or contractors in connection with the Interim Use and Permittee will hold the City free and harmless from all cost or expense connected with or arising from the Interim Use.

5. Hazardous Material Acknowledgement and Indemnification:

a. Hazardous Material Acknowledgement: Permittee recognizes that, in entering upon the Permit Area and performing the Interim Use under this Permit, its employees, invitees, subpermittees, and subcontractors may be working with or be exposed to substances or conditions that are toxic or otherwise hazardous. Permittee acknowledges that the City is relying on the Permittee to identify and evaluate the potential risks involved and to take all appropriate precautions to avoid risks to its employees, invitees, subpermittees, and subcontractors. Permittee agrees that it is assuming full responsibility for ascertaining the existence of all risks, evaluating their significance, implementing appropriate safety precautions for its employees, invitees, subpermittees, and subcontractors and making the decision on how (and whether) to enter upon the Permit Area and carry out the Interim Use, with due regard to the risks and appropriate safety precautions.

b. Proper Disposal of Hazardous Materials: Permittee assumes sole responsibility for managing, removing, and properly disposing of any waste produced during or in connection with Permittee’s entry and/or Interim Use of the Permit Area including, without limitation, preparing and executing any manifest or other documentation required for or associated with the removal, transportation, and disposal of hazardous substances to the extent required in connection with the Permittee’s activities.

c. Toxics Indemnification: Permittee will defend, hold harmless, and indemnify the City and its respective commissioners, members, officers, agents, and employees from and against any and all claims, demands, actions, causes of action or suits (actual or threatened), losses, costs, expenses, obligations, liabilities, or damages, including interest, penalties, engineering consultant and attorneys’ fees resulting from any release or threatened release of a hazardous substance, pollutant, or contaminant, or any condition of pollution or contamination, or nuisance in the Permit Area or in ground or surface waters associated with and in the vicinity of the Permit Area to the extent that the release or threatened release, or condition

is directly created or aggravated by the Interim Use undertaken by Permittee under this Permit or by any breach of or failure to duly perform or observe any term, covenant, or agreement in this Permit to be performed or observed by the Permittee, including but not limited to any violation of any Environmental Law (as defined in Section 6.e below); provided, however, that Permittee will have no liability, nor any obligation to defend, hold harmless, or indemnify any person or entity for any claim, action, loss, cost, liability, expense, or damage resulting from (i) the willful misconduct or gross negligence of the person or entity seeking to be defended, indemnified, or held harmless, or (ii) the mere discovery or disclosure of any pre-existing condition on or in the vicinity of the Permit Area; and provided further that Permittee will be held to a standard of care no higher than the standard of care applicable to environmental and geotechnical professionals in San Francisco.

d. Hazardous Substances: For purposes of this Permit, the term “**Hazardous Substance**” has the meaning set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U. S. C. Section 9601(14), and also includes, without limitation, petroleum, (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls (“**PCBs**” or “**PCB**”), PCB-containing materials, all hazardous substances identified at California Health & Safety Code Sections 25316 and 25281(h), all chemicals listed under California Health & Safety Code Section 25249.8, and any substance deemed a hazardous substance, hazardous material, hazardous waste, pollutant, or contaminant under applicable state or local law.

e. Environmental Laws: For purposes of this Permit, the term “**Environmental Laws**” includes but is not limited to all federal, state, and local laws, regulations, ordinances, and judicial and administrative directives, orders and decrees dealing with or pertaining to solid or hazardous waste, wastewater discharges, drinking water, air emissions, Hazardous Substance releases or reporting requirements, Hazardous Substance use or storage, and employee and community right-to-know requirements, related to the Interim Use.

f. Release: For purposes of this Permit, the term “**Release**” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Substance or pollutant or contaminant).

g. Soils Investigation: If the Interim Use under Section 2 of this Permit includes any soils investigations, then Permittee warrants as follows:

(1) If any soils investigation permitted under this Permit involves drilling holes with a diameter that could create a safety hazard for persons, the holes during any drilling operations must be carefully safeguarded and be refilled on the completion of the drilling operations (and compacted to the extent necessary) to the level of the original surface penetrated by the drilling.

(2) The City has no responsibility or liability of any kind or character with respect to any utilities that may be located in or on the Permit Area. Permittee has the sole responsibility to locate the same and to protect them from damage. Permittee will be solely

responsible for any damage to utilities or damage resulting from any damaged utilities. Before the start of the Interim Use, the Permittee is advised to contact Underground Services Alert for assistance in locating existing utilities at (800) 642-2444. Any utility conduit or pipe encountered in excavations not identified by Underground Services Alert must be brought to the attention of the City immediately.

(3) All soils test data and resulting reports obtained from these activities must be provided to the City upon request and the City may use the data for whatever purposes it deems appropriate, including making it available to others for use in connection with any development. The data, reports, and City use will be without any charge to the City.

(4) Any hole drilled, if not refilled and compacted at the end of each day's operation, and the drilling work area and any equipment left on the Permit Area must be carefully safeguarded and secured after the completion of each day's work.

6. Insurance: Permittee will procure and maintain coverage for the duration of the Permit, including any extensions, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of Interim Use by the Permittee, its agents, representatives, employees, subpermittees, or subcontractors. The cost of the insurance will be borne by the Permittee.

a. Required Coverages. Permittee will procure and maintain throughout the term of this Permit and pay the cost thereof the following insurance:

(i) If Permittee has employees, Worker's Compensation Insurance in statutory amounts, with Employers' Liability Coverage with limits of not less than \$1,000,000 for each accident and occurrence; and

(ii) Comprehensive or Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverage for Contractual Liability, Host Liquor Liability, Personal Injury, Advertising Liability, Independent Contractors, Explosion, Collapse and Underground (XCU), Broad Form Property Damage; and

(iii) Comprehensive or Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverage for owned, non-owned and hired automobiles, if applicable, which insurance is required if any automobiles or any other motor vehicles are operated in connection with Permittee's activity on, in, and around the Permit Area; and

(iv) Any other insurance as required by law or as the City's Risk Manager may require.

b. Claims Made Policy. If any of the required insurance is provided under a claims-made form, Permittee will maintain that coverage continuously throughout the term of this Permit, and, without lapse, for two (2) years beyond the expiration of this Permit, to the effect that, if occurrences during the term of this Permit give rise to claims made after expiration of this Permit, then those claims will be covered by the claims-made policies.

c. Annual Aggregate Limit. If any of the required insurance is provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in the annual aggregate limit, the annual aggregate limit must be not less than double the occurrence limits specified above.

d. Additional Insureds. Liability policies must be endorsed to name as additional insureds the "City and County of San Francisco, and its officers, directors, employees, and agents" (Insurance Certificate with Endorsement for the additional insureds).

e. Payment of Premiums. Permittee will pay all the premiums for maintaining all required insurance.

f. Waiver of Subrogation Rights. Notwithstanding anything to the contrary contained herein, City and Permittee (each a "**Waiving Party**") each hereby waives any right of recovery against the other party for any loss or damage sustained by the other party with respect to the Permit Area or any portion of it or the contents of the Permit Area or any operation in or on the Permit Area, whether or not the loss is caused by the fault or negligence of the other party, to the extent the loss or damage is covered by insurance required to be purchased by the Waiving Party under this Permit or is actually covered by insurance obtained by the Waiving Party. Each Waiving Party agrees to cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies relating to the Permit Area; provided, the failure to obtain an endorsement will not affect the above waiver.

g. General Insurance Matters.

(1) All insurance policies must be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal, or reduction in coverage or limits to the City, or Permittee will provide notice to City in lieu of the policy provisions.

(2) All insurance policies will be endorsed to provide that the insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and that insurance applies separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured will not operate to increase the insurer's limit of liability.

(3) Before commencement of activities under this Permit, certificates of insurance and brokers' endorsements, in form and with insurers acceptable to the City, must be furnished to the City, along with complete copies of policies if requested by the City.

(4) All insurance policies required to be maintained by Permittee must be by an insurance company or companies reasonably acceptable to the City with an AM Best rating of not less than A-VII and approved to do business in the State of California.

h. No Limitation on Indemnities. Permittee's compliance with the provisions of this Section will in no way relieve or decrease Permittee's indemnification obligations under this Permit, the DA or other agreement, or any of Permittee's other obligations or liabilities under this Permit.

i. Lapse of Insurance. City may elect in the City's sole and absolute discretion to terminate this Permit upon the lapse of any required insurance coverage by written notice to Permittee.

j. Permittee's Personal Property. Permittee is responsible, at its expense, for separately insuring Permittee's personal property.

k. Subpermittee: Permittee must include all subpermittees as insureds under its policies or require each subpermittee to furnish separate insurance certificates and endorsements. All coverages for subpermittees will be subject to all the requirements of this Permit.

7. **"As Is", Maintenance, Restoration, Vacating:** Permittee accepts the Permit Area is accepted "AS IS" and Permittee's entry on the Permit Area is Permittee's acknowledgment that all dangerous places and defects in the Permit Area are known to it and Permittee will make the Permit Area and any dangerous place or defects secure and maintain the secure condition. Permittee will maintain the Permit Area so that it will not be unsafe, unsightly, or unsanitary. On termination of this Permit, Permittee will vacate the Permit Area and remove all personal property and restore the Permit Area to its condition at the time of entry or better, subject to improvements made by Permittee under this Permit, if any. The City will have the right without notice to Permittee to dispose of any property left on the Permit Area after Permittee has vacated the Permit Area. The City makes no representations or warranties, express or implied, with respect to the environmental condition of the Permit Area or the surrounding property (including without limitation all facilities, improvements, structures, and equipment or soil or groundwater) or compliance with any Environmental Laws, and gives no indemnification, express or implied, for any costs or liabilities arising out of or related to the presence, discharge, migration, or Release or threatened Release of Hazardous Substance in or from the Permit Area.

8. **Compliance With Laws:** All activities and operations of the Permittee and/or its agents, contractors, subpermittees, or employees or authorized entries under this Permit must be in full compliance with all applicable laws and regulations of the federal, state, and local governments, including but not limited to any mitigation measures [are attached hereto][set forth in the DA], which are by this reference and made a part of this Permit as if set forth in full.

9. **Security of Permit Area:** There is an existing fence with gates around the Permit Area: Yes No

If "Yes" is checked above, Permittee will maintain the fence in good condition and repair any damage caused by Permittee or as a result of the Interim Use. Permittee may relocate the fence as needed, provided that the fence is restored to its original condition upon termination of the permit. During the term of the permit, the Permittee will keep the Permit Area secure at all times. If "No" is checked above, Permittee may install a fence, and will install a fence if required under Section 15 below, around construction sites without adversely impacting appropriate ingress and egress by others. The City must approve the location of any fence. Permittee will be responsible for removing the fence when no longer needed and repairing any damage caused by the removal.

10. Early Termination: The City may terminate this Permit for Permittee's violation of any of this Permit's terms, covenants, or conditions and Permittee's failure to cure the violation with 48 hours after written notice from the City, or 24 hours' notice if the total time of permitted entry under Section 3 is four (4) days or less. Written notice under this section will be sufficient if the notice is posted at the Permit Area and sent by email to the Permittee's office at [_____].

11. Entry under Permittee Authority: The Permit granted Permittee for the Interim Use means and include all of Permittee's subpermittees, agents, and employees. In this regard, Permittee assumes all responsibility for the safety of all persons and property and any contents placed in the Permit Area under this Permit. All Interim Uses performed in the Permit Area and all persons entering the Permit Area and all property and equipment placed in the Permit Area for the Interim Use is presumed to be with the express authorization of the Permittee.

12. Governing Law: This Permit is governed by and interpreted under the laws of the State of California.

13. Attorneys' Fees: In any action or proceeding arising out of this Permit, the prevailing party will be entitled to reasonable attorneys' fees and costs. For purposes of this Permit, the reasonable fees of attorneys of the City will 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 attorney's services were rendered who practice in the City in law firms with approximately the same number of attorneys as employed by the San Francisco City Attorney's Office.

14. Special Provisions:

a. MacBride Principles — Northern Ireland. The City and County of San Francisco 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 and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Permittee acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

b. Non-Discrimination.

(1) Covenant Not to Discriminate. In the performance of this Permit, Permittee covenants and agrees not to discriminate on the basis of any fact or perception of a person's race, color, creed, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, height, weight, or acquired immune deficiency (AIDS) or HIV syndrome against any employee of, any City employee working with, or applicant for employment with, Permittee, in any of Permittee's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Permittee.

(2) Contracts. Permittee will include in all subpermits and contracts relating to the Premises a non-discrimination clause applicable to the subpermittee or contractor in substantially the form of Section 14(b)(1) above. In addition, Permittee will incorporate by reference in all subpermits and contracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and require all subpermittees and contractors to comply with those provisions. Permittee's failure to comply with the obligations in this Section will constitute a material breach of this Permit.

(3) Non-Discrimination in Benefits. Permittee does not as of the date of this Permit and will not during the term of this Permit, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits, or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees, where the domestic partnership has been registered with a governmental entity under state or local law authorizing that registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(4) Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the use of City property are incorporated in this Section by reference and made a part of this Permit as though fully set forth. Permittee will comply fully with and be bound by all of the provisions that apply to this Permit under those Chapters of the Administrative Code, including, but not limited to, the remedies provided in those Chapters. Without limiting the foregoing, Permittee understands that Section 12B.2(h) of the San Francisco Administrative Code includes a penalty of Fifty Dollars (\$50) for each person for each calendar day during which the person was discriminated against in violation of the provisions of this Permit, and Permittee may be assessed that penalty and/or City may deduct the penalty from any payments due Permittee.

c. Tropical Hardwoods and Virgin Redwood. 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. Except as permitted by the application of Sections 802(b) and 803(b), Permittee will not use or incorporate any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product in the performance of this Permit.

d. No Tobacco Advertising. Permittee acknowledges that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the City, including the Permit Area. This prohibition includes the placement of the name of a company producing, selling, or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local, or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

e. Conflicts of Interest. Through its execution of this Permit, Permittee acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Sections 87100 et seq. and Sections 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts that would constitute a violation of those provisions, and agrees that if Permittee becomes aware of any fact during the term of this Permit that would be a violation of those provisions, then Permittee will immediately notify the City.

f. Food Service Waste Reduction. Permittee is bound by and will comply with all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided, and implementing guidelines and rules. This ordinance prohibits the use of polystyrene foam disposable food service ware and requires the use of compostable or recyclable food service ware by anyone serving food in San Francisco. The provisions of Chapter 16 are incorporated into this Permit by reference as though fully set forth. This provision is a material term of this Permit. By entering into this Permit, Permittee acknowledges that if it breaches the requirements of Chapter 16, then Permittee may be subject to the penalties contained in Chapter 16, including One Hundred Dollars (\$100.00) for the first breach, Two Hundred Dollars (\$200.00) for the second breach in the same year, and Five Hundred Dollars (\$500.00) for subsequent breaches in the same year and agrees that those amounts are reasonable estimates of the damage that the City will incur based on the violation, established in light of the circumstances existing at the time this Permit was made.

g. Notification of Limitations on Contributions. Through its execution of this Permit, Permittee 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 or a state agency on whose board an appointee of a City elective officer serves, for the selling or leasing of any land or building to or from the City or a state agency on whose board an appointee of a City elective officer serves, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, 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 (6) months after the date the contract is approved. Permittee 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. Permittee further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Permittee's board of directors; Permittee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Permittee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Permittee. Additionally, Permittee acknowledges that Permittee must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

15. Supplementary Provisions:

- a. Is additional insurance required? Yes No

Additional Insurance: If “Yes” is checked above, Permittee must obtain additional insurance consisting of insurance protecting against loss or damage to real and personal property caused by fire, water, theft, vandalism, malicious mischief, or windstorm, and any other causes contained in standard policies of insurance. Permittee will supply the insurance for not less than the replacement value of the buildings and improvements on the Permit Area, evidenced by a policy of insurance and/or certificate attached to this Permit in the form and on the terms specified above and with the City as additional insured.

- b. Is a fence and gate required? Yes No

Fence and Gate: If “Yes” is checked above, the Permittee will, at its expense, erect a fence (with gate) securing the Permit Area before entry on the Permit Area and will maintain the fence and gate in good condition and repair during the time of entry as specified in Section 3. The fence and gate erected by Permittee will constitute the personal property of Permittee.

- c. Is security personnel required? Yes No

Security Personnel: If “Yes” is checked above, Permittee will provide necessary security personnel at its own expense to prevent unauthorized entry into Permit Area during:

- Daytime: Yes No Nighttime: Yes No

- d. Will subpermittees use the Permit Area? Yes No

Subpermittees: If “Yes” is checked above, each subpermittee will execute this Permit, and by its execution each subpermittee will have agreed to all of this Permit’s terms, covenants, and conditions. However, subpermittees may be covered under Permittee’s insurance in lieu of obtaining and maintaining separate insurance under Section 6.k above. As additional subpermittees are identified for various aspects of the Interim Use, each subpermittee must execute this Permit or a new permit to enter, before entering the Permit Area or commencing operations in the Permit Area.

Notwithstanding anything to the contrary set forth above in this Section 15, City will have the right to require the installation of a fence for specific work as needed. The parties agree to meet and confer to ensure public safety and security at all times, which may include Permittee providing additional security personnel when and as reasonably agreed-upon by the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument in triplicate as of the _____ day of _____, 20__.

[DEVELOPER]

By: _____
Name: _____
Title: _____

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, operating by and through the
[list applicable agency].

By: _____
Name: _____
Title: _____

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

By: _____
Name: _____
Title: Deputy City Attorney

Exhibit []-1

[To Be Inserted – Map of Permit Area]

EXHIBIT CC

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 [_____]

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. [_____], 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 _____, 201[] 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. _____.

B. The Development Agreement provides that Developer (Assignor) has the right to: (i) Transfer all or a portion of the Project Site, (ii) assign all of its rights, title, interest and obligations under the Development Agreement to a Transferee with respect to the portions of the Project Site transferred to the Transferee, and (iii) upon the recordation of an approved Assignment and Assumption Agreement, to be released from any prospective liability or obligation under the Development Agreement related to the Transferred Property as set forth in Section 12.3 of the Development Agreement.

C. Assignor intends to convey certain real property as more particularly identified and described on Exhibit A attached hereto (hereafter the “**Transferred Property**”) to Assignee. The Transferred Property is subject to the Development Agreement.

D. Assignor desires to assign and Assignee desires to assume Assignor’s right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Transferred Property, as more particularly described below.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Defined Terms. Initially capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Development Agreement.
2. Assignment of Development Agreement. Assignor hereby assigns to Assignee, effective as of Assignor’s conveyance of the Transferred Property to Assignee, all of the rights, title, interest, burdens, and obligations of Assignor under the Development Agreement with respect to the Transferred Property, including any Community Benefits that are tied to Buildings on the Transferred Property. Assignor retains all the rights, title, interest, burdens, and obligations under the Development Agreement with respect to all other portions of the Project Site owned by Assignor.
3. Assumption of Development Agreement. Assignee hereby assumes, effective as of Assignor’s conveyance of the Transferred Property to Assignee, all of the rights, title, interest, burdens and obligations of Assignor under the Development Agreement with respect to the Transferred Property, including its associated Community Benefits, and agrees to observe and fully perform all the duties and obligations of Assignor under the Development Agreement with respect to the Transferred Property, and to be subject to all the terms and conditions thereof with respect to the Transferred Property. The parties intend that, upon the execution of this Assignment and conveyance of the Transferred Property to Assignee, Assignee shall become the “Developer” under the Development Agreement with respect to the Transferred Property.
4. Reaffirmation of Indemnifications. Assignee hereby consents to and expressly reaffirms any and all indemnifications of the City set forth in the Development Agreement, including without limitation Section 4.7 of the Development Agreement.
5. Housing Obligations. Assignee has read and understands the obligations set forth in Development Agreement Exhibit H as they relate to the Transferred Property. Without limiting the foregoing, Assignee agrees (1) to the terms and provisions of Exhibit H, including the indemnities, waivers and releases set forth therein, and (2) that the Development Agreement falls within the express exception to the Costa-Hawkins Act, Section 1954.52(b) because it is a contract with a public entity in consideration for contributions and other forms of assistance specified in Chapter 4.3 (commencing with Section 65919 of Division 1 of Title 7 of the California Government Code). Assignee understands that the City would not have been willing to enter into the Development Agreement without the provisions of Exhibit H.

6. Multiple Developers. Assignee understands that certain obligations under the Developer Agreement are measured on a Project-wide basis, including the Completion of affordable housing under the Housing Plan and of the Parks and Open Spaces under the Phasing Plan. If these elements of the Project are not Completed when required, City has the right to withhold certificates of occupancy and Later Approvals throughout the Project as set forth in Development Agreement Section 9.4.2 and Section 9.4.4. Assignee understands these provisions, and agrees that it shall have no rights against City for good faith reliance on these remedies. Assignee indemnifies and agrees to defend the City against any claim by another Developer under the Development Agreement that is based on City's exercise of its Section 9.4.2 and Section 9.4.4 remedies resulting from a Default by Assignee.

7. 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.

8. 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.

9. Notices. The notice address for Assignee under Section 14.11 of the Development Agreement shall be:

Attn: _____

With copy to:

Attn: _____

10. 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.

11. 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]

