

Received at CPC Hearing 8/24/17
M. Christensen

SAN FRANCISCO



ACCESS

PURVEYORS *of* QUALITY



OUR VISION

TO CREATE A VIBRANT, INCLUSIVE SPACE
THAT TRULY BENEFITS THE COMMUNITY
IT SERVES

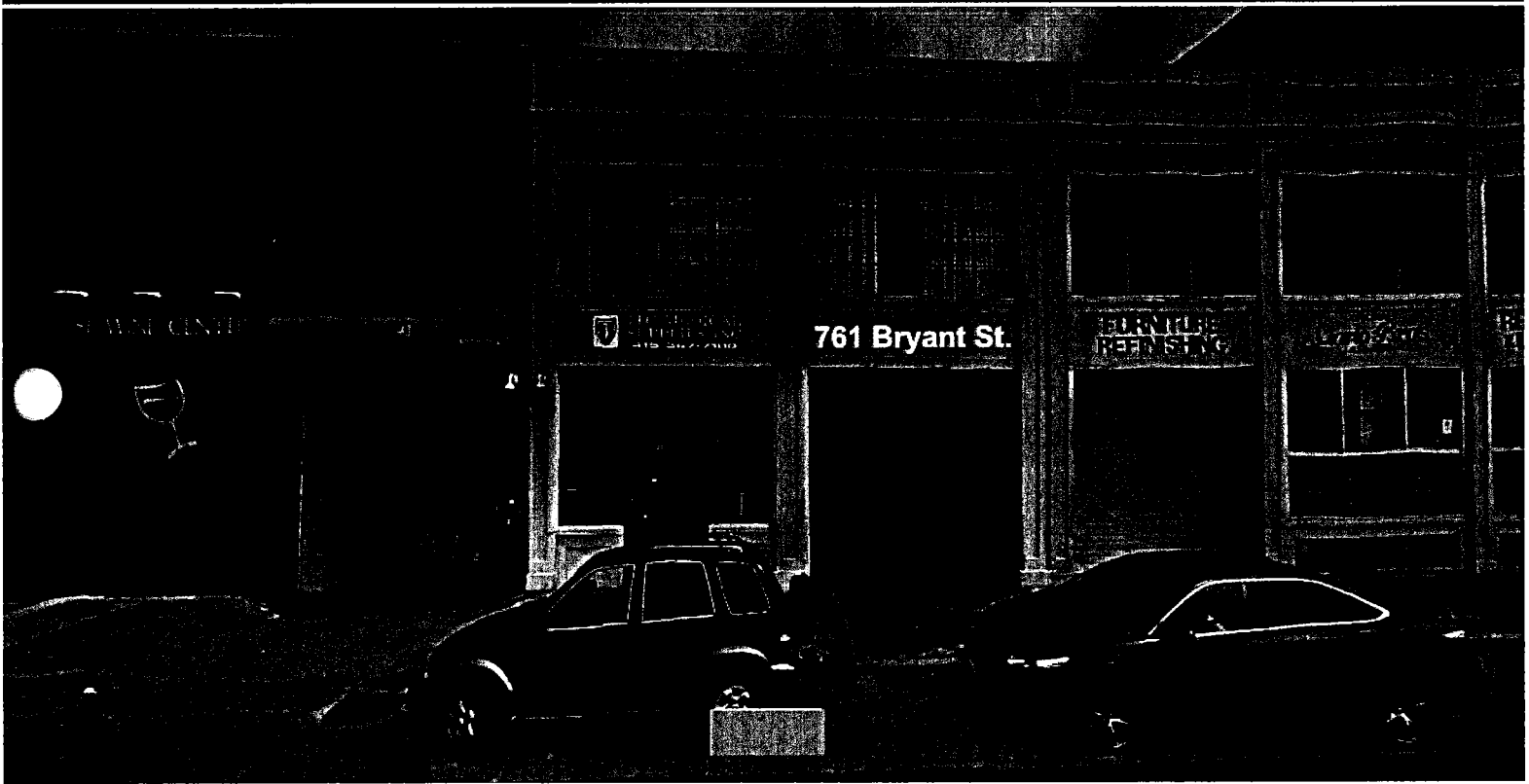


EXTERIOR RENDERING



EXTERIOR RENOVATIONS
WILL ENHANCE THE
INTEGRITY & HISTORICAL
CHARACTERISTICS OF
THIS 1925 BUILDING

CURRENT CONDITION - EXTERIOR



761 BRYANT ST.

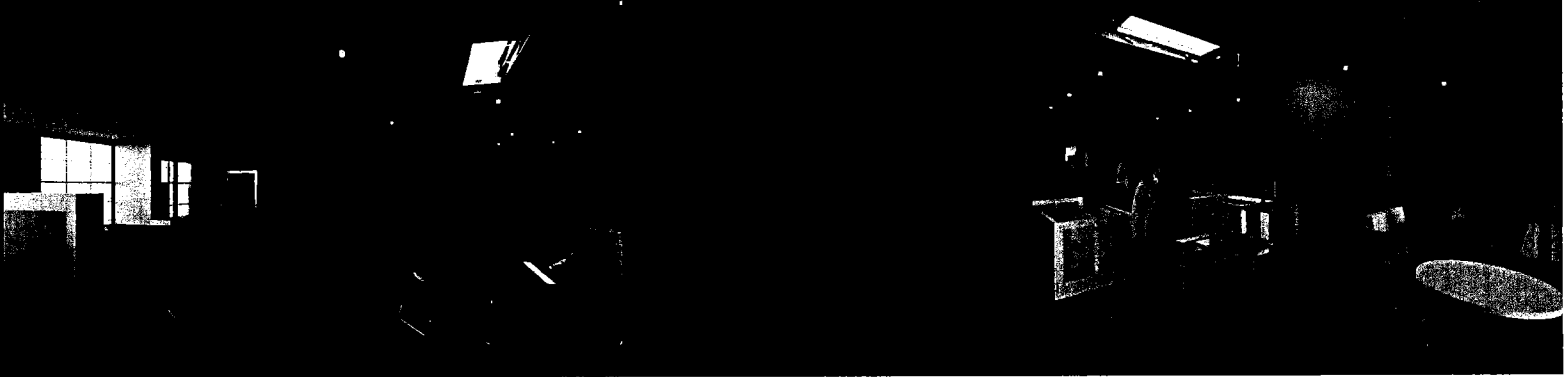


INTERIOR RENDERINGS





INTERIOR RENDERINGS





CHARITABLE ORGANIZATIONS

SUPPORTED BY ACCESS SF

- PROJECT OPEN HAND
- HANDS ON BAY AREA
- UNDS CVRD - NIGHT MARKET
- SOMA PILIPINAS
- STUDENTS FOR SENSIBLE DRUG POLICY
- DONORS CHOOSE

ACCESS SF & CENTRAL SOMA PLAN COMMON GOALS

- **CREATE AN ENVIRONMENTALLY SUSTAINABLE AND RESILIENT NEIGHBORHOOD**
- **ENSURE THAT NEW BUILDINGS ENHANCE THE CHARACTER OF THE NEIGHBORHOOD AND THE CITY**
- **INCREASE THE CAPACITY FOR JOBS**
- **MAINTAIN THE DIVERSITY OF RESIDENTS**
- **FACILITATE AN ECONOMICALLY DIVERSIFIED AND LIVELY JOBS CENTER**
- **PRESERVE AND CELEBRATE THE NEIGHBORHOOD'S CULTURAL HERITAGE**



COMMUNITY PARTNERSHIPS

- UNITED PLAYAZ
- KULTIVATE LABS
- WEST BAY
- ARTSPAN
- OPERATION EVAC
- ARTSPAN
- BROWNIE MARY DEMOCRATIC CLUB



COMMUNITY MEETINGS





PUBLIC SUPPORT

934

LETTERS OF SUPPORT

&

PETITION SIGNATURES

1 EMAIL OPPOSING

NEIGHBORING BUSINESSES IN SUPPORT OF ACCESS SF

- **MCCARNEY'S FURNITURE** 731 BRYANT ST.
- **SHARED** 739 BRYANT ST.
- **U AND I AUTO SAFETY CENTER** 758 BRYANT ST.
- **CHROME COFFEE** 580 4TH ST.
- **CENTO** 372 RITCH ST.
- **VEGA COFFEE** 1246 FOLSOM ST.
- **CAFE LAMBRETTA** 101 TOWNSEND ST.



Access SF Alignment with Goals of the Central SoMa Plan

INCREASE the capacity for jobs

Access SF will take a warehouse that employed 3 people and replace it with a business that employees over 20

MAINTAIN the diversity of residents

With a commitment of at least 50% local hiring, and a higher wage than traditional retail jobs, Access SF will help SoMa residents stay in SoMa

FACILITATE an economically diversified and lively jobs center

No MCDs currently exists within ½ mile of the project site and the flow of patients and employees in and out of the dispensary will make the block safer and more vibrant

CREATE an environmentally sustainable and resilient neighborhood

Access SF will build to LEED standards wherever possible and the location will reduce traffic congestion by providing a walkable alternative for neighbors.

PRESERVE and celebrate the neighborhood's cultural heritage

Access SF is partnering with many non-profits to preserve the strong Filipino heritage in SoMa. Our sponsorship of the UNDSCVRD night market is just one example of our commitment to local culture.

ENSURE that new buildings enhance the character of the neighborhood and the city

Access SF has taken all Planning and Historic Preservation comments into account in design. The new design is warm, welcoming and historically accurate.



Access SF Partnership Team

Johnny Delaplane CEO & Owner

- Life long entrepreneur with a passion for medical cannabis
- Dedicated to philanthropy
- Raising two children in the City and proud to call San Francisco home

Quentin Platt: COO, CFO & Owner

- LEED Accredited Professional and a member of the US Green Building Council
- Completed over 350,000 square feet of LEED Platinum Certified buildings in San Francisco and over 1,000,000 square feet in his professional career
- Created public + private spaces that serve neighborhoods and are sensitive to community needs

Rodney Hampton: Community Advisor & Owner

- San Francisco native, raised in Hunters Point
- Worked at Young Community Developers
- Continued community work at Ella Hill Hutch Community Center
- Currently vice-president of the South East Consortium for Equitable Partnership

Joseph Reiss: Service Director & Owner

- Second generation San Francisco native
- Managed multiple medical cannabis collectives
- Founder of ORiGN, a cultivation management company

Allowing more legal medical dispensaries reduces the likelihood that patients and adult users will turn to the illicit market. More lawful MCDs in San Francisco likely means less criminal activity in San Francisco.

It is also our position that the proposed moratorium will adversely impact San Francisco's tourism industry. Tourists coming to the City in 2018 are going to expect safe access to adult use cannabis once it is legal in California. If there are not adequate legal retail options available, tourists may decide to look elsewhere, taking their dollars to other cities.

For perspective, a 2015 study by the Colorado Tourism Office showed that nearly 49% of the state's visitors were influenced by legal cannabis. Indeed, Denver saw one million more visitors in 2015 than the year before, setting a record for the city. And statewide, tourists spent an estimated \$100 million at cannabis retailers—to say nothing of their other economic impact.

Before considering any moratorium, we strongly encourage the Board of Supervisors to undertake an economic impact study to determine how much potential tourism revenue and how many jobs could be lost if existing MCD applicants and those preparing to file applications are prevented from obtaining permits.

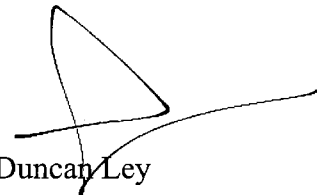
We are eager to work with you on new cannabis regulations. In the meantime, we ask you to reject this moratorium and allow all pipeline applicants to continue with their application process and receive fair, timely hearings as scheduled.

Thank you for your leadership in supporting San Francisco's neighborhoods and small businesses.

Very truly yours,



Ben Bleiman
Co-Chair
CMAC



Duncan Ley
Co-Chair
CMAC



CALIFORNIA
MUSIC AND CULTURE
ASSOCIATION

August 8, 2017

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

San Francisco Planning Commission
1650 Mission Street, Suite 400
San Francisco, CA 94103

**BOARD
OF DIRECTORS**

Ben Bleiman
Co-Chair

Duncan Ley
Co-Chair

Terrance Alan
Secretary

Anthony Black
Director

Guy Carson
Director

Andy Chun
Director

Steven Lee
Director

Jeremy Siegel
Executive Director

John Hinman
General Counsel

Subject: Opposition to Proposed MCD Moratorium

Dear San Francisco Board of Supervisors and Planning Commission,

On behalf of the California Music and Culture Association (“CMAC”) and the other undersigned organizations, we **strongly oppose the moratorium on the approval of new medical cannabis dispensaries** (“MCDs”), currently pending before the Board of Supervisors.

CMAC is a membership-based trade association made up of venue owners and operators, industry professionals, artists, and fans dedicated to the preservation and enrichment of music and culture, and to ensuring that cannabis can be socially consumed in a responsible and legally-compliant manner in San Francisco and the State of California at large. We recognize the need for San Francisco’s medical and adult use cannabis regulations to be thoroughly analyzed and improved, given the coming state licensure regime, but the proposed moratorium will not further this goal. It will in fact hurt the legal cannabis market that is developing in San Francisco, hurt the patients who depend on medical cannabis, and have potentially far-reaching effects on San Francisco’s tourism sector.

If this moratorium is enacted, even for only the minimum 45 days, the ability of new dispensaries to apply for and receive local permits and state licenses will be delayed, putting their operations at risk. Existing MCD operators and well-capitalized applicants will survive the moratorium. But small MCD applicants who cannot shoulder the added costs of delay will be seriously jeopardized. **Why should the City advantage wealthy interests at the expense of local applicants who are hoping for an opportunity in the legal cannabis market?**

PO Box 77406
San Francisco, CA
94107

info@CMACsf.org
www.CMACsf.org



SFCDMA

San Francisco Council of District Merchants Associations

Henry Karnilowicz
President

Maryo Mogannam
Vice President

Vas Kiniris
Secretary

Keith Goldstein
Treasurer

MEMBER ASSOCIATIONS

Arab American Grocers Association
Balboa Village Merchants Association
Bayview Merchants Association
Castro Merchants
Chinatown Merchants Association
Clement St. Merchants Association
Dogpatch Business Association
Fillmore Merchants Association
Fishermans Wharf Merchants Assn.
Golden Gate Restaurant Association
Glen Park Merchants Association
Golden Gate Restaurant Association
Greater Geary Boulevard Merchants
& Property Owners Association
Japantown Merchants Association
Mission Creek Merchants Association
Mission Merchants Association
Noe Valley Merchants Association
North Beach Merchants Association
North East Mission Business Assn.
People of Parkside Sunset
Polk District Merchants Association
Potrero Dogpatch Merchants Assn.
Sacramento St. Merchants Association
San Francisco Community Alliance for
Jobs and Housing
South Beach Mission Bay Business Assn.
South of Market Business Association
The Outer Sunset Merchant
& Professional Association
Union Street Merchants
Valencia Corridor Merchants Assn.
West Portal Merchants Association

August 22, 2017

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

San Francisco Planning Commission
1650 Mission Street, Suite 400
San Francisco, CA 94103

Subject:
Opposition to Proposed MCD Moratorium

Dear San Francisco Board of Supervisors and Planning Commission

I am writing to you on behalf of the San Francisco Council of District Merchants Associations opposing the moratorium on the approval of new medical cannabis dispensaries, which is pending before the Board of Supervisors.

We understand and realize the need for regulations of this fledgling industry which will not only create jobs but also will contribute financially to the economy of the city. This industry will attract visitors to the city and by so doing many areas where small business is being negatively economically impacted, because of online sales, there will be traffic and customers who will patronize small businesses.

A moratorium of even 45 days will potentially harm those applicants for MCD's who have committed to leases and have pending applications.

Colorado is an excellent example of a successful and profitable cannabis industry and I am confident that with recommendations from the Cannabis Legalization Task Force San Francisco will become the leader of good government.

Please support our neighborhoods and small businesses and please reject this ill conceived moratorium.

Sincerely,

Henry Karnilowicz
President

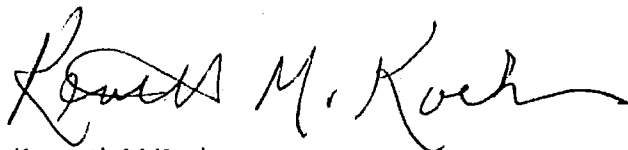
Cc:
The Honorable Edwin M. Lee
Ms. Barbara Garcia - Director of Public Health
San Francisco Cannabis Legalization Task Force

The Brownie Mary Democratic Club of San Francisco strongly opposes the proposed moratorium. Every medical cannabis dispensary applicant should be evaluated on a case-by-case basis. We urge the San Francisco Board of Supervisors to reject any moratorium.



David C Goldman

President



Kenneth M Koehn

Secretary

Dated, August 9, 2017

In addition, it has been suggested that the Planning Commission cease making rulings on cannabis-related decisions until after the Board of Supervisors votes on the moratorium legislation. This, too, would be a mistake. The Planning Commission should continue its role of making decisions on items that come before it during its normal course of business, rather than wait for proposed legislation to possibly move forward.

Thank you for your consideration.

Sincerely,



Scott Wiener
Senator

CC:

Sandra Lee Fewer, District 1 Supervisor
Mark Farrell, District 2 Supervisor
Aaron Peskin, District 3 Supervisor
Katy Tang, District 4 Supervisor
Jane Kim, District 6 Supervisor
Norman Yee, District 7 Supervisor
Jeff Sheehy, District 8 Supervisor
Hillary Ronen, District 9 Supervisor
Malia Cohen, District 10 Supervisor
Ahsha Safai, District 11 Supervisor
John Rahaim, Planning Department Director
Dennis Richards, Planning Commission Vice-President
Rodney Fong, Planning Commissioner
Christine Johnson, Planning Commissioner
Joel Koppel, Planning Commissioner
Myrna Melgar, Planning Commissioner
Kathrin Moore, Planning Commissioner

CAPITOL OFFICE
STATE CAPITOL, ROOM 4066
SACRAMENTO, CA 95814
TEL (916) 651-4011
FAX (916) 651-4911

DISTRICT OFFICE
455 GOLDEN GATE AVENUE
SUITE 14800
SAN FRANCISCO, CA 94102
TEL (415) 557-1300
FAX (415) 557-1252

SENATOR.WIENER@SENATE.CA.GOV

California State Senate

SENATOR
SCOTT WIENER

威善高

ELEVENTH SENATE DISTRICT

COMMITTEES
HUMAN SERVICES
CHAIR
APPROPRIATIONS
ENERGY, UTILITIES &
COMMUNICATIONS
PUBLIC SAFETY
TRANSPORTATION & HOUSING



August 22, 2017

The Honorable London Breed, President
San Francisco Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102

Rich Hillis, President
San Francisco Planning Commission
1650 Mission Street, #400
San Francisco, CA 94103

Dear President Breed and President Hillis:

I hope this letter finds you well. Thank you for your public service to our city.

I write to express my concern about the proposed moratorium on cannabis dispensaries under consideration by the Board of Supervisors. I write, as well, out of concern about the request to delay decision on cannabis permit applications until after the Board has voted on the proposed cannabis moratorium.

As we approach statewide legalization of adult use of cannabis, we are working hard to create a workable statewide regulatory system. San Francisco's adoption of a citywide moratorium on cannabis dispensaries - in addition to shutting down existing permit applications - will send a terrible message statewide and undermine our efforts in the Legislature. San Francisco can adopt smart regulation of cannabis without enacting a moratorium.

San Francisco has long been a leader on medical cannabis, and enactment of a San Francisco moratorium on cannabis dispensaries would be an abdication of this leadership. As a pioneer in the medical cannabis movement, our residents, including those living with HIV, were some of the earliest beneficiaries of thoughtful and progressive medical cannabis policies. Our leadership has continued for decades, but if San Francisco places a ban - even a temporary one - on medical cannabis dispensaries, other communities that are far more averse to cannabis will follow our lead, thus undermining the progress we have made. Instead of placing a moratorium on cannabis dispensaries, I hope the Board will focus on strengthening cannabis regulations.

Access SF Community Outreach Log (current through 8/23/2017)
Proposed Medical Cannabis Dispensary at 761 Bryant Street

Date	Category	Business/Organization	Name	Address	Support	Neutral	Oppos
2/26/2017	SoMa Merchant	The Wine Club		953 Harrison St		x	
4/25/2017	SoMa Non - Profits	United Playaz	Rudy Corpuz Jr		x		
5/1/2017	SoMa Merchant	Cento Coffee	John Quintos		x		
5/11/2017	SoMa Non - Profits	Soma Cultural Event	Rudy Corpuz Jr, Carla , Raquel		x		
5/15/2017		All Neighbor's within a 300' radius of project site.		300' Mailers			
5/16/2017	SoMa Merchant	Local Employee	Lauren Michaels	651 Brannan	x		
5/20/2017	Neighbors	300' radius	Neighbors	300' radius			
5/20/2017	SoMa Non - Profits	United Playaz	Rudy Corpuz Jr		x		
5/31/2017	SoMa Non - Profits	Success Center	Elliott / Liz Jackson	1339 Webster	x		
6/2/2017	SoMa Non - Profits	WestBay	Carla Laurel		x		
6/2/2017	SoMa Non - Profits	Soma Pilipinas	Raquel		x	x	
6/5/2017	SoMa Non - Profits	WestBay	Carla Laurel				
6/5/2017	SoMa Non - Profits	Soma Pilipinas	Raquel				
6/5/2017	SoMa Non - Profits	WestBay	Carla Laurel		x		
6/6/2017	Contact Supervisor Jane Kim's Office	District 6 Supervisor Jane Kim	Barbara (Bobbi) Lopez - Barbara.Lopez@sfgov.org (415) 554-7969 - direct	City Hall			x
6/6/2017	Contact Supervisor Jane Kim's Office	District 6 Supervisor Jane Kim	Barbara (Bobbi) Lopez - Barbara.Lopez@sfgov.org (415) 554-7969 - direct	City Hall			x
6/8/2017	SoMa Non - Profits	Success Center	Liz Jackson				
6/8/2017	SoMa Merchant	Ciarlo Brothers Furniture Refinishing	John - Business Owner	765 Bryant Street	x		
6/10/2017	SoMa Non - Profits	Westbay	Lucille Tu		x		
6/15/2017	SoMa Non - Profits	Soma Stabilization Fund Committee	Claudine del rosario - Director				
6/15/2017	SoMa Non - Profits	Soma Pilipinas Event	10 Soma Leaders				
6/16/2017	SoMa Non - Profits	United Playaz	Rudy Corpuz Jr		x		
6/28/2017	SoMa Merchant	Pacific Coast Meat Company					
6/28/2017	SoMa Merchant	Shared	Marily Yu	739 Bryant St	x		
6/28/2017	SoMa Merchant	McCarney's Furniture	Deirdre McCarney	731 Bryant St	x		
6/28/2017	SoMa Merchant	Metropolitan Motors		721 Bryant	x		
6/28/2017	SoMa Merchant	Antonio's Antiques		701 Bryant			
6/28/2017	SoMa Merchant	Audio Images		701 Bryant			
6/28/2017	SoMa Merchant	U and I Safety Center	Sang Yao	758 Bryant	x		
6/28/2017	SoMa Merchant	Automotive Specialists		718 Bryant			
6/28/2017	SoMa Merchant	Douglas and Sturgess	Todd	758 Bryant			
6/28/2017	SoMa Merchant	Urban Center		732 Bryant			
6/28/2017	SoMa Merchant	BMW Motorcycles		790 Bryant	x		
6/28/2017	SoMa Merchant	Turtle Tower		501 6th St			

No Response	Project Activities and Milestones	Notes
	Spoke to two employees, no resistance or arguments, neutral	
	ED of united playaz gave us support for the project and suggests we help with his gun buyback and build education program for the kids	
	Talked to local business owner about our project	
	Went to filipino cultural event and met multiple community organizers	
	300' Mailers delivered to all addresses within a 300' Radius of 761 Bryant St. along with other addresses supplied by Notificationmaps.com that are sensitive uses within 1000' (includes Supervisor Jane Kim's Office)	
	Mailed invitations to our community open house to every address within a 300' radius of the project site.	
	ED of united playaz dropped donation for 500\$ and picked up support letters	
	Met to discuss collaboration on the Canna Start Mentorship program	
	Meeting to discuss working with westbay to help them with their program	
x	Meeting to discuss working with SoMa Pilipinas to help them with their projects. SoMa Pilipinas is comprised of many community groups. Some of those groups are in support and some are neutral and some have not responded.	
x	Sent Follow up email to integrate into their current projects	
x	Sent Follow up email to integrate into their current projects	
	1.5 hr in person strategy meeting to help west bay with budgeting decisions / discussed a donation to fix their broken front door.	
	Reached out to District 6 Supervisor Jane Kim's office to follow up on the letters sent to her office via snail mail on May15th. johnny spoke with Bobbi Lopez discussing the proposed Access SF MCD at 761 Bryant St.	Great phone call informing D-6 Supervisor and staff of our project. July 18: Access SF Community Open House, attended by her intern Rafael.
	Follow up email to Bobbi Lopez, thanking her for taking the time to speak with us about our project.	in the email we promised to keep Bobbi and Supervisor Kim updated on our project.
x	Followed up to discuss Canna Start mentoring program	
	Talked with Ciarlo Brothers Furniture Refinishing owner John. Our next door neighbor. Discussed modifications that would likely be made to the sidewalk in front of our building. Informed him that we will be inviting him along with rest of the neighborhood to multiple community meetings. He informed us he would be a patient as soon as we open.	
	Recruited from the soma community to do tagalog translations	
x	Attended fund meeting to learn more about it and how the fund is used in soma	
x	Attended Soma Pilipinas event dinner with district supervisor	
	Volunteered to and judged and event for a kids program	
x	no answer.	
	Got a letter of support as well!	
	Got a letter of support as well!	
x	Staff supportive, but need to come back and talk to boss	
x	Owner will follow up	
x	no answer.	
	Got a letter of support as well!	
x	Owner will follow up	
x	Staff supportive, but need to come back and talk to boss	
x	no answer.	
x	Staff supportive, but need to come back and talk to boss	
x	Owner will follow up	

**Access SF Community Outreach Log (current through 8/23/2017)
Proposed Medical Cannabis Dispensary at 761 Bryant Street**

Date	Category	Business/Organization	Name	Address	Support	Neutral
6/28/2017	SoMa Merchant	Fix Auto Collision		785 Bryant		
6/28/2017	SoMa Merchant			765 Bryant		
6/29/2017	SoMa Merchant	Antonio's Antiques	Linda owner	701 Bryant		
6/30/2017	SoMa Non - Profits	WestBay	Carla Laurel		x	
6/30/2017	SoMa Non - Profits	United Playaz	Rudy Corpuz jr		x	
7/11/2017		Neighborhood		Soma	x	
7/11/2017	SoMa Non - Profits	Hands on Bay Area	Lou Roda	1504 Bryant		x
7/11/2017	SoMa Non - Profits	<u>South of Market Business Association (SOMBA)</u>	Henry Karnilowicz (President)	San Francisco, CA		
7/11/2017	SoMa Non - Profits	<u>Renaissance Soma</u>	Fatimah Aure (Director)	275 5th Street San Francisco, CA 94103		
7/11/2017	SoMa Non - Profits	<u>South of Market Community Action Network (SOMCAN)</u>	Angelica Cabande	1110 Howard Street, San Francisco, CA 94103		
7/11/2017	SoMa Non - Profits	<u>Family House</u>	Alexandra E. Morgan (CEO)	540 Mission Bay Blvd N San Francisco, CA 94158		
7/11/2017	SoMa Non - Profits	<u>Engage As You Age</u>	Ben Lewis (Founder)	275 5th St Ste 320 San Francisco, CA 94103		
7/11/2017	SoMa Non - Profits	<u>Kiva</u>	Premal Shah (President & Co-Founder)	875 Howard St Ste 340 San Francisco, CA 94103		
7/11/2017	SoMa Non - Profits	<u>BALANCE</u>	Kathryn J. Davis (President and CEO)	595 Market St Fl 15 San Francisco, CA 94105		
7/11/2017	SoMa Non - Profits	<u>Center for Urban Education about Sustainable Agriculture (CUESA)</u>	Marcy Coburn (Executive Director)	1 Ferry Bldg Ste 50 San Francisco, CA 94111		
7/11/2017	SoMa Non - Profits	<u>Prelinger Library</u>	Megan and Rick Prelinger (Founders)	301 8th St San Francisco, CA 94103		
7/11/2017	SoMa Non - Profits	<u>Real Food Real Stories</u>	Pei-Ru Ko (Director)	San Francisco, CA		
7/11/2017	SoMa Non - Profits	<u>San Francisco Safe</u>	Sarah Burton (Executive Director)	850 Bryant St Hall of Justice Room 135 San Francisco, CA 94103		
7/11/2017	SoMa Non - Profits	<u>Root Division</u>	Michelle Mansour (Executive Director)	1131 Mission St San Francisco, CA 94103		
7/11/2017	SoMa Non - Profits	<u>Foundation For Sustainable Development</u>	Lisa Kuhn (Executive Director)	1000 Brannan St Ste 207, San Francisco, CA 94103		
7/11/2017	SoMa Non - Profits	<u>Dementia Society of America</u>	Kevin Jameson (Founder)	180 Steuart St Ste 193636 San Francisco, CA 94105		
7/11/2017	SoMa Non - Profits	<u>Asian American Journalists Association</u>	Julia B. Chan (SF Chapter Leader & President)	5 Third St Ste 1108 San Francisco, CA 94103		
7/11/2017	SoMa Non - Profits	<u>Operation Access</u>	Jason Beers (President and CEO)	1119 Market St Ste 400 San Francisco, CA 94103		
7/11/2017	SoMa Non - Profits	<u>Fill Up America</u>	Nicole Daedone (Founder)	1074 Folsom St San Francisco, CA 94103		
7/11/2017	SoMa Non - Profits	<u>California Advocates For Nursing Home Reform</u>	Patricia L. McGinnis (Executive Director)	650 Harrison St San Francisco, CA 94107		
7/11/2017	SoMa Non - Profits	<u>Delancey Street Foundation</u>	Mimi Silbert (President and CEO)	600 The Embarcadero San Francisco, CA 94107		
7/11/2017	SoMa Non - Profits	<u>VIA Programs</u>	Patrick Arnold (Director of Programs)	995 Market St Via C/o WeWork San Francisco, CA 94103		

**Access SF Community Outreach Log (current through 8/23/2017)
Proposed Medical Cannabis Dispensary at 761 Bryant Street**

Date	Category	Business/Organization	Name	Address	Support	Neutral	Opposed
7/11/2017	SoMa Non - Profits	<u>HandsOn Bay Area</u>	Lou Reda (Executive Director)	1504 Bryant St Ste 100 San Francisco, CA 94103		x	
7/11/2017	SoMa Non - Profits	<u>Community Awareness & Treatment Services (CATS)</u>	Janet Goy (Executive Director)	1171 Mission St San Francisco, CA 94103			
7/11/2017	SoMa Non - Profits	<u>Rebuilding Together San Francisco</u>	Michael Sevy (Board President)	The Embarcadero Pier 28 San Francisco, CA 94105			
7/11/2017	SoMa Non - Profits	<u>Healing Waters</u>	Delton Johnson (Program Director)	167 Fell St San Francisco, CA 94102			
7/11/2017	SoMa Non - Profits	<u>Center For Young Women's Development</u>	Jessica Nowlan (Executive Director)	832 Folsom St Ste 700 San Francisco, CA 94103			
7/11/2017	SoMa Non - Profits	<u>Brightline Defense Project</u>	Eddie Ahn (Executive Director)	1028 Howard St San Francisco, CA 94103			
7/11/2017	SoMa Non - Profits	<u>Gladstone Institute</u>	Dr. R. Sanders Williams (President)	1650 Owens St San Francisco, CA 94158			
7/11/2017	SoMa Non - Profits	<u>One Brick</u>	Melissa Ganley (Executive Director)	237 Kearny St Ste 209 San Francisco, CA 94108			
7/11/2017	SoMa Non - Profits	<u>Juma</u>	Teshika Hatch (Bay Area Program Manager)	131 Steuart St Ste 201 San Francisco, CA 94105			
7/11/2017	SoMa Non - Profits	<u>Lighthouse for the Blind and Visually Impaired</u>	Kathy Abrahamson (Director of Rehabilitation Services)	1155 Market St San Francisco, CA 94102			
7/11/2017	SoMa Non - Profits	<u>UniversalGiving</u>	Pamela Hawley (Founder and CEO)	901 Mission St Ste 205 San Francisco, CA 94103			
7/11/2017	SoMa Non - Profits	<u>Refugee Transitions</u>	Laura Vaudreuil (Executive Director)	870 Market St Ste 718 San Francisco, CA 94102			
7/11/2017	SoMa Non - Profits	<u>Odd Fellows Building</u>		26 7th St San Francisco, CA 94103			
7/11/2017	SoMa Non - Profits	<u>St Anthony Foundation</u>	Michael Henry Parish (President)	150 Golden Gate Ave San Francisco, CA 94102			
7/11/2017	SoMa Non - Profits	<u>Save the Redwoods League</u>	Sam Hodder (President & CEO)	111 Sutter Street 11th Fl San Francisco, CA 94104			
7/11/2017	SoMa Non - Profits	<u>Big Brothers Big Sisters of the Bay Area</u>	Stacie Schlenker (Program Manager)	649 Mission St Fl 5 San Francisco, CA 94105			
7/11/2017	SoMa Non - Profits	<u>Oasis For Girls</u>	Jessica Van Tuyl (Executive Director)	1129 Folsom St San Francisco, CA 94103			
7/11/2017	SoMa Non - Profits	<u>ASIAN, Inc.</u>	n/a	1167 Mission St Fl 4 San Francisco, CA 94103			
7/11/2017	SoMa Non - Profits	<u>Family Caregiver Alliance</u>	Kathleen Kelly (Executive Director)	785 Market St Ste 750 San Francisco, CA 94103			
7/11/2017	SoMa Non - Profits	<u>Adopt International</u>	Lynne Silver (Founder & Executive Director)	1000 Brannan St Ste 301 San Francisco, CA 94103			
7/11/2017	SoMa Non - Profits	<u>AIDS Emergency Fund</u>	Lee Harrington (Director of Client Services)	12 Grace St Ste 300 San Francisco, CA 94103			
7/11/2017	SoMa Non - Profits	<u>SF Open Studios</u>	Joen Madonna (Executive Director)	934 Brannan St Artspan San Francisco, CA 94103		x	
7/11/2017	SoMa Non - Profits	<u>Calif Preservation Foundation</u>		5 3rd St Ste 424 San Francisco, CA 94103			
7/11/2017	SoMa Non - Profits	<u>California Historical Society</u>	Anthea M. Hartig (Executive Director & CEO)	678 Mission St San Francisco, CA 94105			

sed	No Response	Project Activities and Milestones	Notes
	x	Emailed with information about our project and delivered an invitation to our first open house event.	
	x	Emailed with information about our project and delivered an invitation to our first open house event.	
	x	Emailed with information about our project and delivered an invitation to our first open house event.	
	x	Emailed with information about our project and delivered an invitation to our first open house event.	
	x	Emailed with information about our project and delivered an invitation to our first open house event.	
	x	Emailed with information about our project and delivered an invitation to our first open house event.	
	x	Emailed with information about our project and delivered an invitation to our first open house event.	
		Was told that Southern Station is the correct station to reach out to.	
		Told by officer answering phone to email Captain Fong.	
		Attended community BBQ and made donations	
		Talked about the project and gained support	
	x	Meeting to talk about the UNDSCVRD grant project	Desi Requested Access-SF participate in a funds matching grant in the amount of \$3,000 for the UNDSCVRD grant project. Access is considering and will follow up with Desi for another meeting.
		Invited to open house	
		Invited to open house	
	x	no answer	
	x	Invited to open house	
		Live/Work Community. No Opinion	
		Invited to open house	
		invited to open house	
		Invited to open house	
		Owner Signed letter of support	
		invited to open house	
		invited to open house	
		invited to open house	
		invited to open house	
		invited to open house	
	x	invited to open house	
		Emailed to set up a meeting. Tentatively set for 8/22 or 8/24	Captain Fong is unavailable to meet until 8/22 or 8/24. Project Community Outreach / Info book PDF emailed to Captain Fong.
		Captain Daryl Fong's Monthly Community Meeting. This meeting was held at Cova on Mission Street	Quentin Platt attended and met with Captain Fong to discuss project and handed him a hard copy of the 761 Bryant MCD project Plan and a Hard Copy of the community outreach project information book..
	x	Called left a message to facilitate communication between ACCESS-SF and 5 Keys Charter School.	
		Continued Outreach efforts with neighbors. In person visits by Quentin Platt (Project Sponsor)	Dropped off Community Meeting / Open House Invite and Project Info & Community Book. Delivered in person. John was supportive. Organization is not opposed. We hope to support this charity in the future.
	x	Continued Outreach efforts with neighbors. In person visits by Quentin Platt (Project Sponsor)	Dropped off Community Meeting / Open House Invite and Project Info & Community Book. Delivered in person. Greg will deliver to owner Dante. Greg (employee) was supportive. No response from owner Dante.

**Access SF Community Outreach Log (current through 8/23/2017)
Proposed Medical Cannabis Dispensary at 761 Bryant Street**

Date	Category	Business/Organization	Name	Address	Support	Neutral
7/11/2017	SoMa Non - Profits	<u>Women's Audio Mission</u>	Terri Winston (Founder & Executive Director)	542-544 Natoma St Ste C-1 San Francisco, CA 94103		
7/11/2017	SoMa Non - Profits	<u>TechSoup</u>		435 Brannan Street, Suite 100 San Francisco, CA 94107		
7/11/2017	SoMa Non - Profits	<u>Coro Foundation</u>	Laney Whitcanack (CEO)	601 Montgomery St Lbby San Francisco, CA 94111		
7/11/2017	SoMa Non - Profits	<u>Positive Resource Center</u>	Brett Andrews (CEO & Executive Director)	785 Market St Fl 10 San Francisco, CA 94103		
7/11/2017	SoMa Non - Profits	<u>UpStart</u>	Aaron Katler (CEO)	560 Mission St Ste 1395 San Francisco, CA 94105		
7/13/2017	SoMa Merchant	Stripe	Orla McHenry			
7/13/2017	SoMa Merchant	Pinterest	Lauren Michaels			
7/13/2017	SoMa Merchant	Tech Crunch				
7/13/2017	SFPD	SFPD Tenderloin Station	Officer answering main phone	Day: 3rd Wednesday of the month 1251 3rd St, San Francisco, CA 94158		x
7/13/2017		SFPD Southern Station	Officer answering main phone			x
7/14/2017	SoMa Non - Profits	United Playaz	Rudy Corpuz	Time: 6:00 p.m.	x	
7/17/2017	SoMa Merchant	Cento Coffee	John Quintos			
7/17/2017	SoMa Non - Profits	SoMa Pilipinas	Desi	Place: For the location of the next	x	x
7/17/2017	SoMa Merchant	K9 Playtime	Dante-manager	590 Brannan		x
7/17/2017	SoMa Merchant	Stride		568 Brannan		x
7/17/2017	SoMa Merchant	Aspect Ventures		560 Brannan		
7/17/2017	SoMa Merchant	Baby Center		552 Brannan		
7/17/2017	SoMa Merchant	Bennet Lofts Soma	Leasing Agent	530 Brannan		x
7/17/2017	SoMa Merchant	Pearce Automotive		518 Brannan		x
7/17/2017	SoMa Merchant	Bar Basics		520 Brannan		x
7/17/2017	SoMa Merchant	Bamboo Reef		584 4th St		x
7/17/2017	SoMa Merchant	Chrome Coffee	Edward Orellana	580 4th st	x	
7/17/2017	SoMa Merchant	Chrome		580 4th st		x
7/17/2017	SoMa Merchant	Marlow		Brannan & 4th st		x
7/17/2017	SoMa Merchant	Cockscomb		564 4th St		x
7/17/2017	SoMa Merchant	Coin-op Game Room		508,4th St		x
7/17/2017	SoMa Merchant	Hotel Utah		Bryant and 4th St		x
7/17/2017	SoMa Merchant	Hundley Hardware		617 Bryant		
7/17/2017	SFPD	SFPD Southern Station	Captain Daryl Fong	1251 3rd St, San Francisco, CA 94158		x
7/17/2017	SFPD	SFPD Southern Station	Captain Daryl Fong			x
7/17/2017	SoMa Non - Profits	5 Keys Charter School	5 Keys Charter School	70 Oak Grove Street		
7/17/2017	SoMa Non - Profits	St. Vincent DePaul Society	Spoke to John.	Corner of 5th and Bryant.	x	x
7/17/2017	SoMa Merchant	K9 Playtime	Spoke to Greg.	590 Bryant Street.	x	

**Access SF Community Outreach Log (current through 8/23/2017)
Proposed Medical Cannabis Dispensary at 761 Bryant Street**

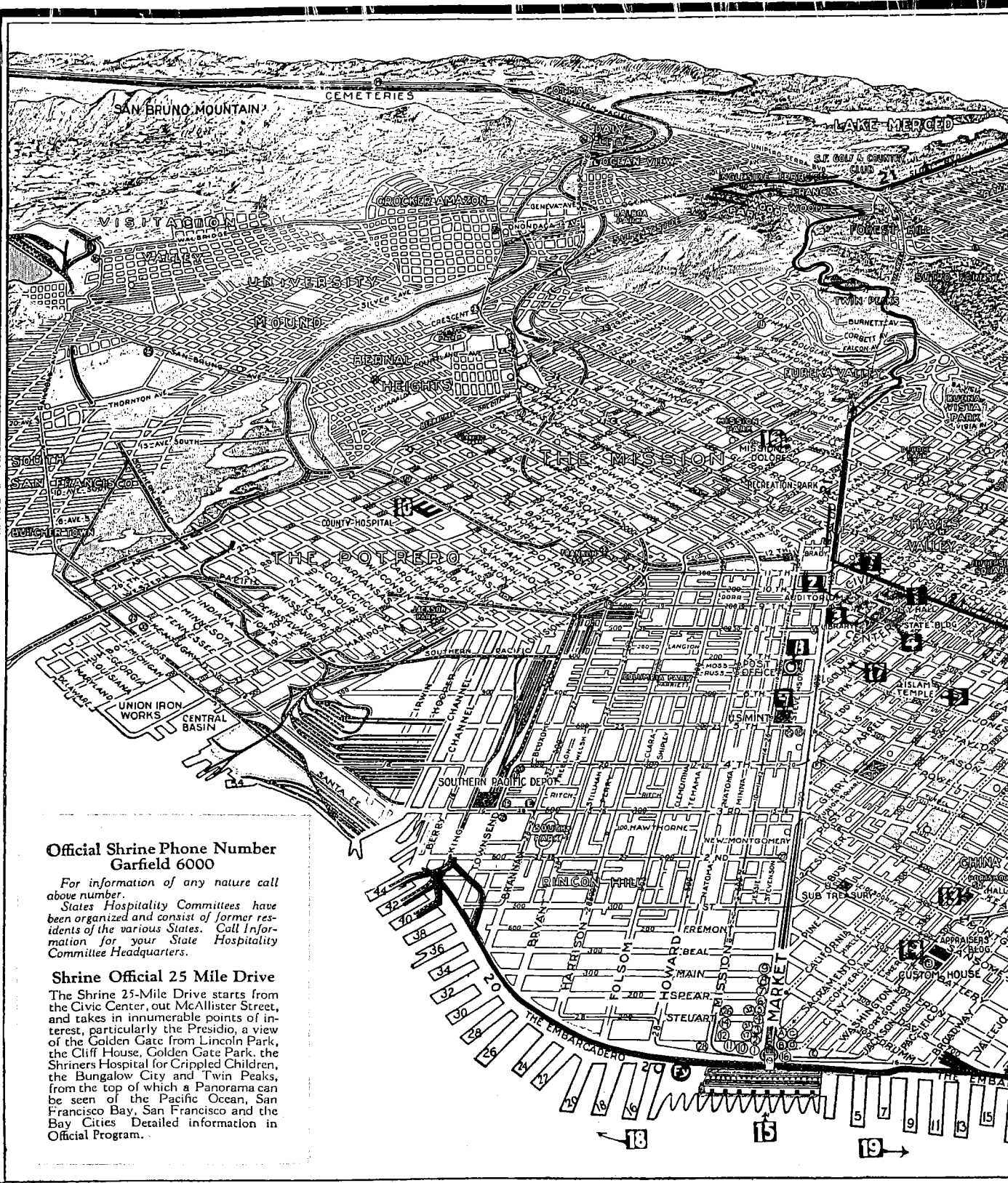
Date	Category	Business/Organization	Name	Address	Support	Neutral	Opposed
7/17/2017	SoMa Merchant	Bay Club SF Tennis	Spoke with Alto at front desk.	645 5th Street			
7/17/2017	SoMa Merchant	Academy of Art	Spoke with Zeprina at the front desk.	601 Brannan Street.			
7/17/2017	SoMa Merchant	Performance Bicycle	Spoke to manager Ron	635 Brannan Street.			
7/17/2017	Soma Tech Firm	Pinterest	Spoke to front desk.	651 Brannan Street.			
7/17/2017	SoMa Merchant	Ritual Hot Yoga	Spoke with Rachel	586 6th St.	x		
7/19/2017	All Neighbor's within a 300' radius of project site.	Community open house	Access SF	761 Bryant St.	x		
7/20/2017	SoMa Non - Profits	Eur-Asia Motors		645 Bryant St.	x		
7/24/2017	SoMa Non - Profits	ABC Imaging		679 Brannan			
7/27/2017	SoMa Non - Profits	Kultivate Labs	Desi Dangana	Covo, 981 Mission St	x		
7/31/2017	SoMa Resident		Bruce Agid		x		
8/2/2017	SoMa Non - Profits	Artspan	Joen Madonna	934 Brannan	x		
8/3/2017	SoMa Non - Profits	3 energies massage & Bodywork		330 Townsend			
8/3/2017	SoMa Non - Profits	California Chiropractic Center		242 Townsend			
8/3/2017	SoMa Non - Profits	Ritual Hot Yoga		6th St.	x		
8/3/2017	SoMa Non - Profits	Intuitive Coaching and somatics	Shahara	49 zoe st		x	
8/3/2017	SoMa Non - Profits	Raven Fitness		321 7th st			
8/8/2017	SFPD	SFPD Southern Station	Front Desk	1251 3rd St, San Francisco, CA 94158			x
8/8/2017	SFPD	SFPD Southern Station	Front Desk	1251 3rd St, San Francisco, CA 94158			x
8/9/2017	SFPD	SFPD Southern Station	Acting Captain Lt. William Escobar	1251 3rd St, San Francisco, CA 94158			x
8/18/2017	SoMa Non - Profits	United Playaz	Rudy Corpuz Jr.	1038 Howard St, San Francisco, CA 94103	x		
8/19/2017	Community Meeting - Educational Presentation about Cannabis & Cannabis Businesses	BRITE	various neighbors	5075 3rd St			X
8/21/2017	SFPD	SFPD Southern Station	Captain Daryl Fong	1251 3rd St, San Francisco, CA 94158			x

Response	Project Activities and Milestones	Notes
x	Continued Outreach efforts with neighbors. In person visits by Quentin Platt (Project Sponsor)	Dropped off Community Meeting / Open House Invite and Project Info & Community Book. Delivered in person. Alto will deliver to Manager James Lent
x	Continued Outreach efforts with neighbors. In person visits by Quentin Platt (Project Sponsor)	Dropped off Community Meeting / Open House Invite and Project Info & Community Book. Delivered in person. Zeprina will deliver invite and project book to Ray Gavida in the executive office.
x	Continued Outreach efforts with neighbors. In person visits by Quentin Platt (Project Sponsor)	Dropped off Community Meeting / Open House Invite and Project Info & Community Book. Delivered in person.
x	Continued Outreach efforts with neighbors. In person visits by Quentin Platt (Project Sponsor)	Dropped off Community Meeting / Open House Invite and Project Info & Community Book. Delivered in person.
	Continued Outreach efforts with neighbors. In person visits by Quentin Platt (Project Sponsor)	Dropped off Community Meeting / Open House Invite and Project Info & Community Book. Delivered in person. Rachel was very supportive and will write a letter of support. We hope to coordinate and work together in the future with Ritual Hot Yoga to help our patients.
	Held a community open house. Attended by United Playaz members and ED in addition to westbay ED and Soma Pilipinas member Desi Danganan as well as Raphael representing Supervisor Jane Kim's Office . Also had neighbors from Shared Co-working and the Condos next door.	Invite mailed to all residents, merchants, non profits within a 300' radius of the project site as well as key community groups and District 6 Supervisor Jane Kim . Great event with support from the community for the project. No Opposition attended.
	invited to open house, staff excited	
x	invited to open house	
	We are doing a matching grant to support SoMa Pilipinas Night Market Project. Desi is helping Soma Pilipinas organize and raise money.	
	Letter of Support sent to Michael Christensen. Bruce asked Michael to forward to the planning commissioners. Michael replied that it will be passed along.	Talked about the project and he is in support
	Helping to sponsor local artists	Purchased space in Artspan's publication to support Artspan and their mission.
x	Community Outreach Coordinator Joe Reiss stopped in, in person to discuss collaborating in the future to help our patients and sent follow up emails.	Local Organization we hope to partner with in the future to provide services to our patients. Services would be subsidized by Access SF to our patients.
	Community Outreach Coordinator Joe Reiss stopped in, in person to discuss collaborating in the future to help our patients and sent follow up emails.	Local Organization we hope to partner with in the future to provide services to our patients. Services would be subsidized by Access SF to our patients.
	Community Outreach Coordinator Joe Reiss stopped in, in person to discuss collaborating in the future to help our patients and sent follow up emails.	Local Organization we hope to partner with in the future to provide services to our patients. Services would be subsidized by Access SF to our patients.
	Community Outreach Coordinator Joe Reiss stopped in, in person to discuss collaborating in the future to help our patients and sent follow up emails.	Got email back from Shara she is out of town and wants to discuss partnering with us to help our patients. Local Organization we hope to partner with in the future to provide services to our patients. Services would be subsidized by Access SF to our patients.
x	Community Outreach Coordinator Joe Reiss stopped in, in person to discuss collaborating in the future to help our patients and sent follow up emails.	Community Outreach Coordinator Joe Reiss stopped in, in person to discuss collaborating in the future to help our patients and sent follow up emails.
	Called to inquire location of next Captain's Community meeting to be held on 8/16/2017.	August Captain's Community Meeting will not be held due to Captain Fong being out of town. Next Meeting is September 21st. Quentin will attend this meeting and all future meetings.
	Follow up emailed sent to Captain Fong to set up a meeting to discuss project and get feedback on our Security Plan.	Auto Email Reply From Capt. Fong's email account: I will be on vacation from August 2nd thru August 20th and will return to work on August 21st. During my absence, for immediate assistance, please contact Southern Station Acting Captain Lt. William Escobar at 415-575-6000 or william.escobar@sfgov.org.
x	Emailed Lt. William Escobar to see if I can meet with him in Captain Fong's Absence.	Continued efforts to keep lines of communication open with SFPD Southern Station, build trust and get feedback from SFPD on Security and community engagement.
	Met to discuss project again and upcoming community meeting scheduled for 8/22/2017	
	Q&A on MCDs with interested residents, and Supervisor Candidate	Educational presentation on medical cannabis, MCDs, and other cannabis related businesses. They requested that johnny speak again in a month or two.
	Meeting with Access SF and Captain Daryl Fong of SFPD Southern Station.	Emailed Captain Fong to follow up on scheduling a meeting to discuss security plan, community outreach and Access SF in general.

ed	No Response	Project Activities and Milestones	Notes
		Meeting with Access SF and Captain Daryl Fong of SFPD Southern Station.	Captain Fong responded to my email saying that he cannot meet this week as previously planned. Captain Fong said he could meet next week after our hearing.
		Held a community meeting at United Playaz Clubhouse.	Access SF and United Playaz worked together to schedule community meeting at United Playaz Clubhouse. Topics are: Access SF MCD, educational on medical cannabis and discuss Access SF's CannaStart Mentorship program and Q&A.
		30 minute phone call, she thanked me for taking the time. Just wants us to be good neighbors and get along with everyone on the block	Also concerned about lines, and I let her know that we have a large waiting area to ensure folks don't have to line up on the street.
		Called to set up a time to meet or discuss on the phone the email sent to Michael Christensen. Email expressed concerns about our project. We are trying to meet and address their concerns.	Was told by reception to email Lessy Benedith (MSC program director) to get a meeting or phone call to respond to St. Vincent De Paul Society concerns about our proposed MCD.
		Emailed Lessy Benedith to try to get a meeting or a phone call with her to address any concerns they have with our proposed MCD	In email I attached the Access SF community info / project info book

**Access SF Community Outreach Log (current through 8/23/2017)
Proposed Medical Cannabis Dispensary at 761 Bryant Street**

Date	Category	Business/Organization	Name	Address	Support	Neutral	C
8/21/2017	SFPD	SFPD Southern Station	Captain Daryl Fong	1251 3rd St, San Francisco, CA 94158		x	
8/22/2017	Community Meeting	United Playaz and Access SF	Rudy Corpuz Jr. and Access SF Team	1038 Howard St, San Francisco, CA 94103	x		
8/22/2017	Neighbor relations	Hart Productions	Vikki Hart	780 Bryant St		x	
8/23/2017	SoMa Non - Profits	St. Vincent DePaul Society	Spoke to Front Desk	525 Fifth St.		x	
8/23/2017	SoMa Non - Profits	St. Vincent DePaul Society	Lessy Benedith	525 Fifth St.			



**Official Shrine Phone Number
Garfield 6000**

For information of any nature call above number.

States Hospitality Committees have been organized and consist of former residents of the various States. Call Information for your State Hospitality Committee Headquarters.

Shrine Official 25 Mile Drive

The Shrine 25-Mile Drive starts from the Civic Center, out McAllister Street, and takes in innumerable points of interest, particularly the Presidio, a view of the Golden Gate from Lincoln Park, the Cliff House, Golden Gate Park, the Shriners Hospital for Crippled Children, the Bungalow City and Twin Peaks, from the top of which a Panorama can be seen of the Pacific Ocean, San Francisco Bay, San Francisco and the Bay Cities. Detailed information in Official Program.

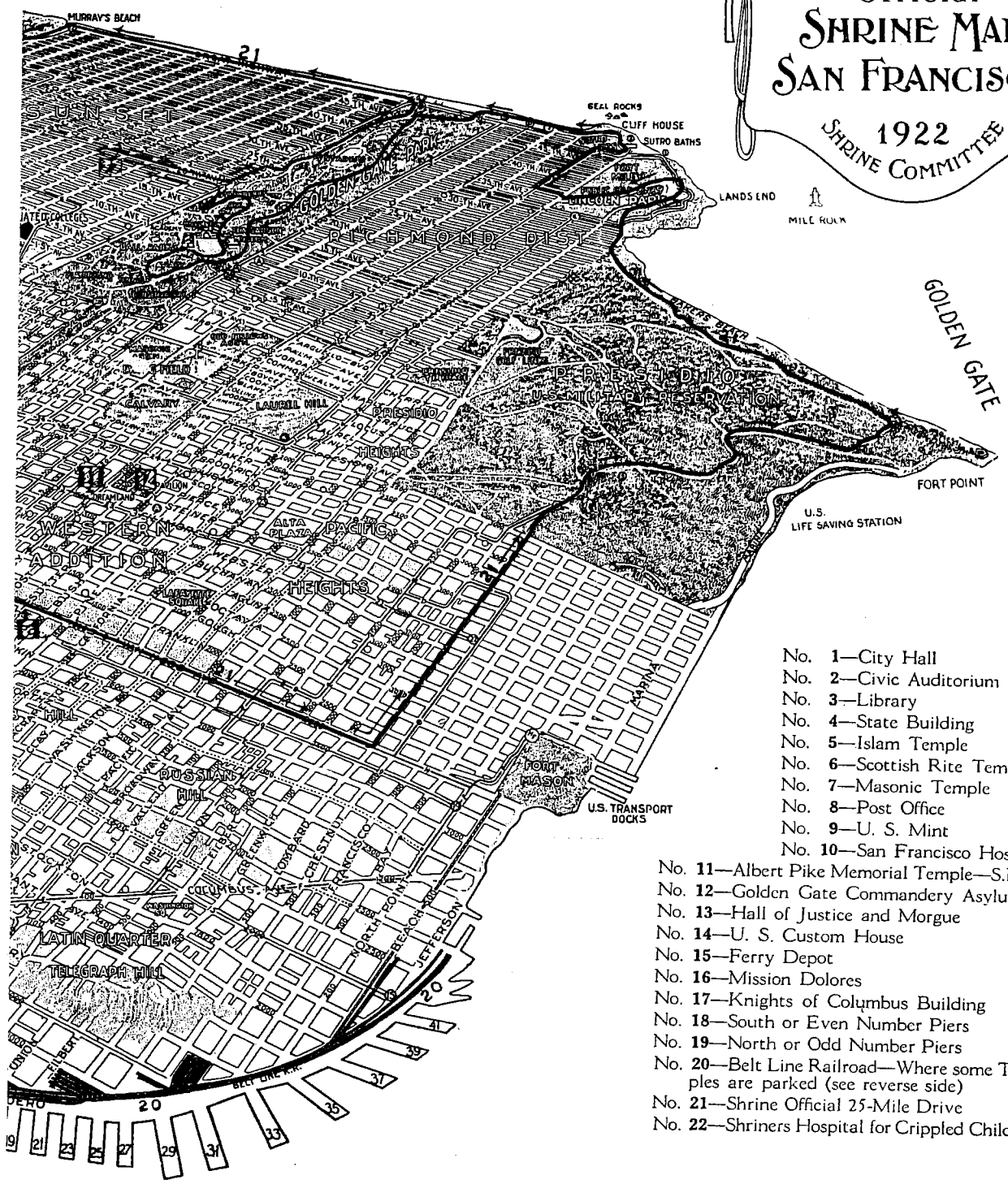
Received at CPC Hearing 8/24/17

R. Sherrin

Official SHRINE MAP SAN FRANCISCO

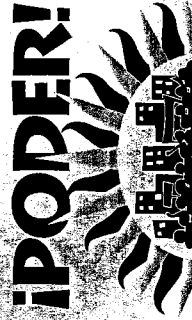
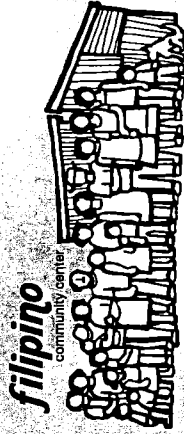
1922
SHRINE COMMITTEE

PACIFIC OCEAN



- No. 1—City Hall
- No. 2—Civic Auditorium
- No. 3—Library
- No. 4—State Building
- No. 5—Islam Temple
- No. 6—Scottish Rite Temple
- No. 7—Masonic Temple
- No. 8—Post Office
- No. 9—U. S. Mint
- No. 10—San Francisco Hospital
- No. 11—Albert Pike Memorial Temple—S.R.
- No. 12—Golden Gate Commandery Asylum
- No. 13—Hall of Justice and Morgue
- No. 14—U. S. Custom House
- No. 15—Ferry Depot
- No. 16—Mission Dolores
- No. 17—Knights of Columbus Building
- No. 18—South or Even Number Piers
- No. 19—North or Odd Number Piers
- No. 20—Belt Line Railroad—Where some Temples are parked (see reverse side)
- No. 21—Shrine Official 25-Mile Drive
- No. 22—Shriners Hospital for Crippled Children

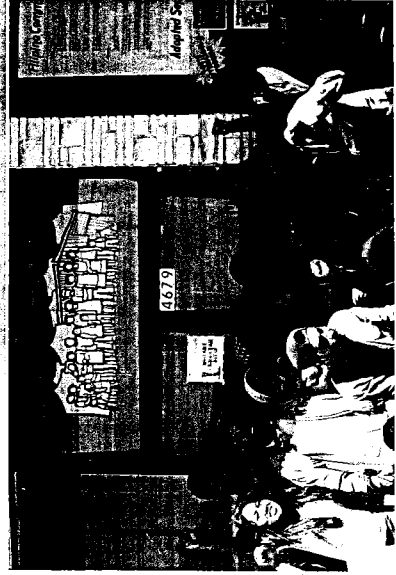
Communities United for Health and Justice



www.podersf.org
415.431.4210
jessie@podersf.org



BETTER NEIGHBOR- HOODS, SAME NEIGHBORS



PEOPLE POWERED PLANNING

Everyday people are organizing for equitable development in order to foster a thriving community and defend our neighborhoods against gentrification and displacement. We want to educate our officials and put developers on notice that our communities prioritize **peoples' needs over profits**. Through ongoing partnerships and community participation, the following sites can meet neighborhood needs, stabilize our community for low-income and working families, and promote culturally based place-making.

COMMUNITY MAPPING

Working across Spanish, Chinese, Tagalog, and English speakers, CUHJ organizations and community members hit the streets with clipboards and mapping tools. Together we explored opportunities to meet community development needs on various sites in our neighborhoods. Our mapping efforts identified over 30 sites across our District with the potential to implement equitable community based development.

TOOLS AND PARTNERSHIPS

We need creative strategies to bring residents, city officials, local businesses, and landowners to the table at every step of the way to build trust, develop local leadership, and invest in community scale planning. This requires our officials to prioritize and secure funds for long term investments in land banking, housing trust funds, and compensation and relocation assistance for local business owners willing to incentivize equitable development that stabilizes the neighborhood.

GET INVOLVED!

Join one of our three **Action Teams** and work with other residents to secure **Housing Justice, Economic Justice, and Youth Empowerment** in our District! Participate in neighborhood tours, community planning activities and fun informational workshops. Share and learn with your neighbors, friends and family! Sign up to receive calendars and updates. For more information, contact info@podersf.org or (415) 431-4210.



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h speakers, CUHJ organizations
and mapping tools. Together we
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sites across our District with the
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ials, local businesses, and land
st, develop local leadership, and
fficials to prioritize and secure
g trust funds, and compensation
ing to incentivize equitable



SITE LOCATIONS



Truly Affordable Housing

- Balboa Station Area Plan Sites:
Balboa Reservoir (PUC), Cameron
Beach (MTA), Assembly of God
- 4550 Mission – \$1 Only Store
- 300 Seneca – additional residential
floors above San Miguel CDC
(SFUSD)
- 5450 Mission – McDonalds
- 1800 Alemany – Midas
- 4100 Mission – Empty Lot
- 5098 Mission – Gas Station
- 2200 Alemany – Gas Station
- 2201 Alemany – Empty Lot
- 1798 Alemany – Gas Station
- 5060 Mission – Amazon Motel
- 950 Avalon – Swaminarayan Hindu
Temple
- 60 Beverly – Empty Lot
- 5025 Mission – Empty Lot
- 5897 Mission – Mission Auto Services
- 4298 Mission – Gas Station
- 2950 San Jose – Gas Station
- 5500 Mission – Empty Lot
- 5425 Mission – Empty Lot

Community Scale Economic Development

- Persia Triangle
- Mission & Onondaga
- Mission & Geneva
- Outer Mission Corridor
- Broad Corridor
- Randolph Corridor
- Bixbee & 19th Avenue Mini Plaza
- Oceanview Village



Vibrant Public Spaces

- Bright & Randolph – Mini Park (Rec
& Park)
- Orizaba & Farallones – Planters
- Bixbee & 19th Avenue – Mini Plaza
- 4650 Mission – Unique Automotive

- 4941 Mission – TD Auto Wholesale
- 50 Broad – Empty Lot
- Brotherhood & Head – Mini Park
(Public Works)
- 5694 Mission – Empty Lot
- 545 Geneva – Geneva Garden (Rec
& Park)
- Valmar Terrace – Walkway



Meeting Community Needs & Keeping CBOs Strong

- 35 Onondaga – Former Emergency
Hospital (Health Dpt)
- 45 Onondaga – Former Emergency
Clinic (Health Dpt)
- 2301 San Jose – Geneva Car Barn &
Powerhouse (MTA)
- 3995 Alemany – Oceanview Village
Shopping Center



Opposing Luxury Housing Development

- 65 Ocean – Little Bear & Crayon Box
Pre-schools
- 4320 Mission – Former Joes Cable
Car
- 5050 Mission – Former King of
Furniture & Mattress
- 4500 Mission – Former Chick N'
Coop Building



People Powered Community Development

- Crocker Amazon Farm – East Side of
Crocker Park
- 5000 Mission – Excelsior Works!
- Balboa Upper Yard – Future 100%
Affordable Housing
- Valente Marini Perata Mortuary –
Future 100% Affordable Housing
- 125 Excelsior – Bicis Del Pueblo



BETTER NEIGHBORHOODS



TRULY AFFORDABLE HOUSING

Whether you are an elder on a fixed income, a janitor or cook earning minimum wage, or a starting teacher earning \$24 an hour, affordable housing must be accessible at a range of incomes. Public investment to acquire and develop these sites is critical to ensure our neighborhood remains affordable, economically diverse, and stable against the forces of displacement.

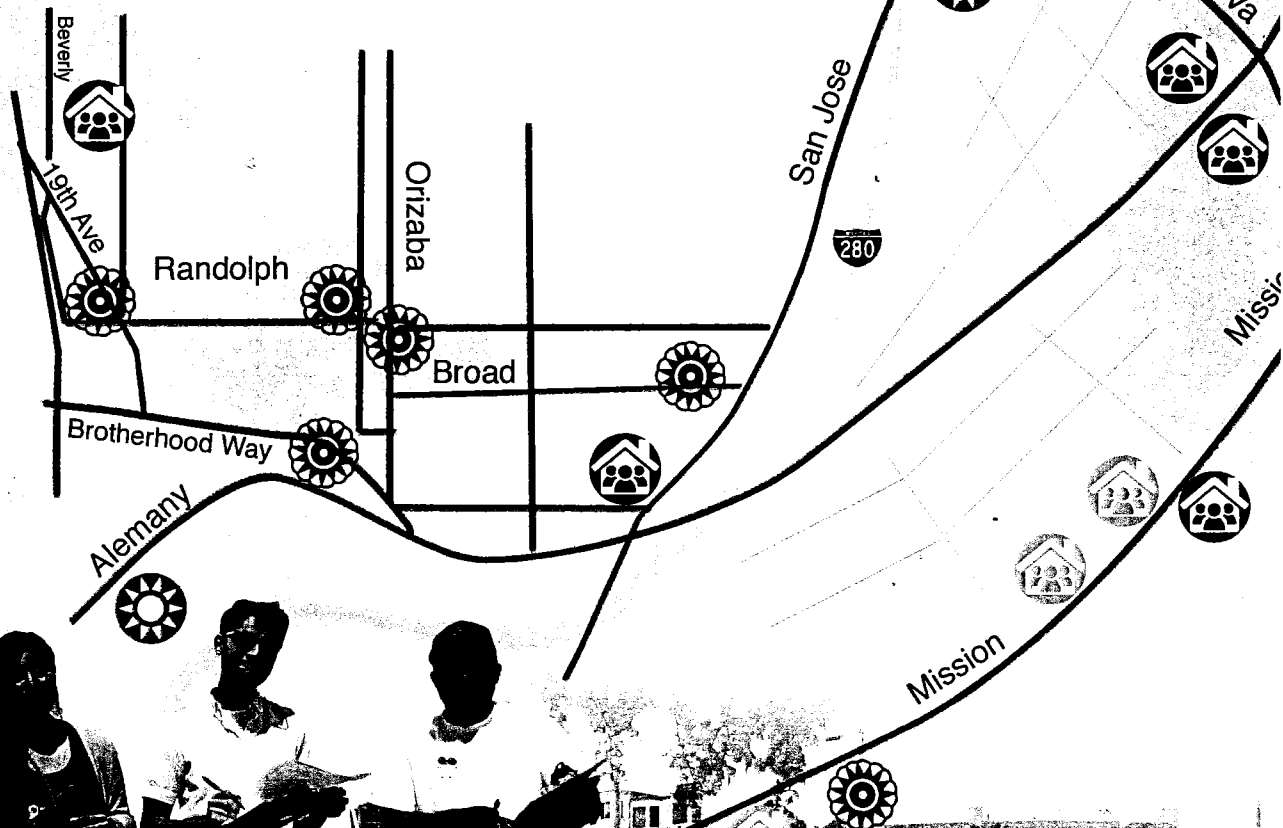
Current Use

- existing use
- empty lots
- place of worship
- gas stations

COMMUNITY SCALE ECONOMIC DEVELOPMENT

Throughout our thriving corridors, new retail businesses should create equality opportunities for people that are already here and not just cater to high-end consumers. This means culturally relevant financial planning and supportive services, affordable long term leases, loans for rooted and new businesses, and opportunities for low-income entrepreneurs to launch community-serving businesses and worker owned cooperatives. New businesses must provide dignified and fair pay at every job, and meet consumer needs such as family entertainment venues, at price points that are affordable to area incomes.

Map not to scale



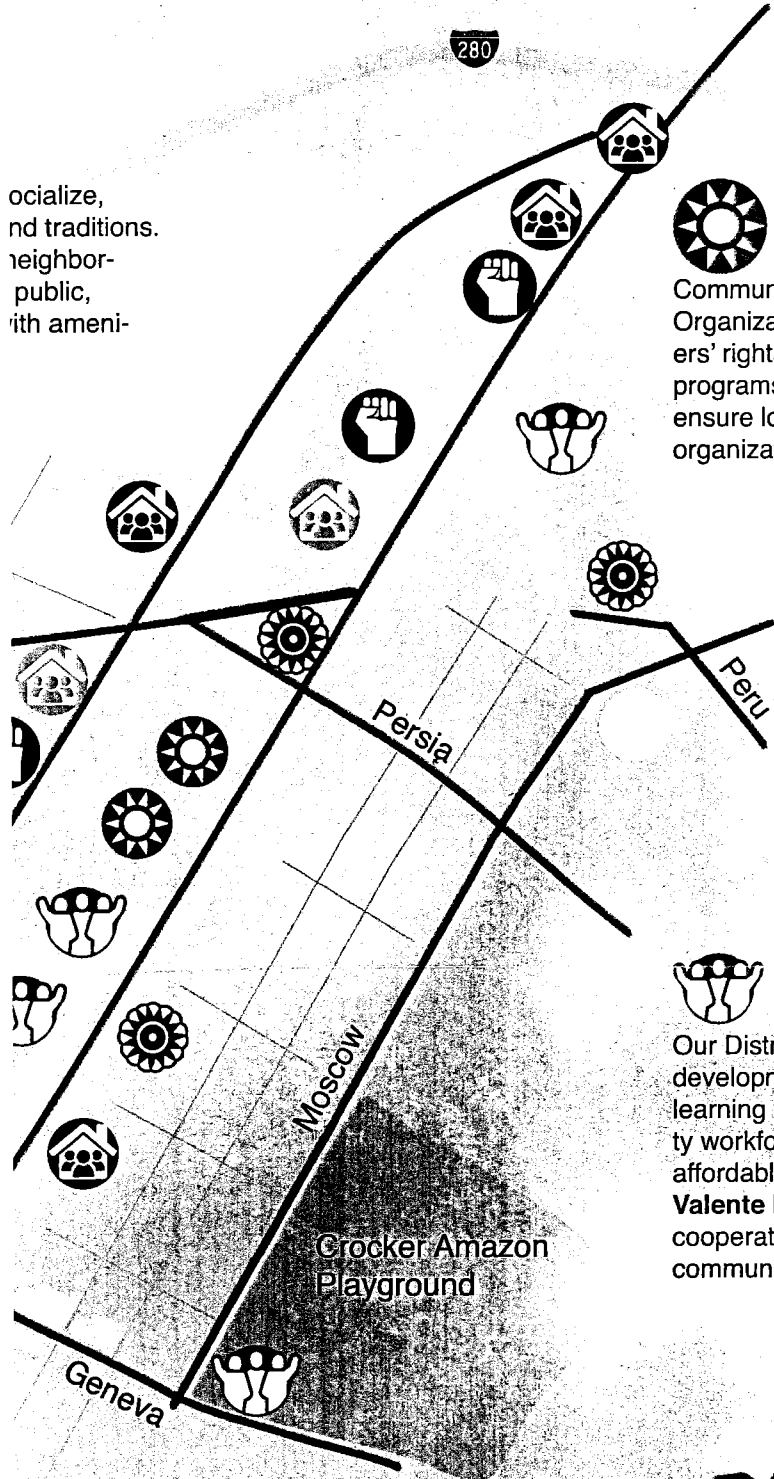
VIBRANT PUBLIC SPACES

Healthy communities require public places to play, tell stories, share, learn and regenerate. There are numerous under-utilized spaces throughout the neighborhood where our City and community can partner to create vibrant, green, comfortable, and inviting recreational spaces for recreation, art and community programming.



IS, SAME NEIGHBORS

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MEETING COMMUNITY NEEDS & KEEPING CBOS STRONG

Community based development is about meeting peoples' needs. Organizations in our district provide childcare, health services, workers' rights education, job search assistance, English classes, and arts programs, just to name a few. Our City and community can partner to ensure long term, stable and affordable spaces for existing and new organizations to meet the needs of neighborhood residents.



OPPOSING LUXURY HOUSING DEVELOPMENT

All housing that is developed in District 11 should be affordable to the people that live here now, today. That means we say no to development that gentrifies our neighborhoods or prioritizes profits over peoples' needs. We must hold all development accountable to true affordability and stop the displacement of our communities.



PEOPLE POWERED COMMUNITY DEVELOPMENT

Our District is advancing numerous equitable community based development initiatives. Whether it be a new cooperative urban learning farm by **Crocker Amazon Park**, launching a community workforce center, **Excelsior Works!**, moving two new 100% affordable housing projects at the **Balboa Upper Yard** and the **Valente Marini Perata Mortuary**, or sustaining a community cooperative, **Bicis del Pueblo**, we want to promote places for community to lead, thrive, and do much more!



PEOPLE POWERED PLANNING

Everyday people are organizing for equitable development in order to foster a thriving community and defend our neighborhoods against gentrification and displacement. We want to educate our officials and put developers on notice that our communities prioritize **peoples' needs over profits**. Through ongoing partnerships and community participation, the following sites can meet neighborhood needs, stabilize our community for low-income and working families, and promote culturally based place-making.

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TOOLS AND PARTNERSHIPS

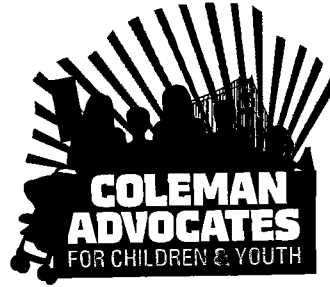
We need creative strategies to bring residents, city officials, local businesses, and landowners to the table at every step of the way to build trust, develop local leadership, and invest in community scale planning. This requires our officials to prioritize and secure funds for long term investments in land banking, housing trust funds, and compensation and relocation assistance for local business owners willing to incentivize equitable development that stabilizes the neighborhood.

GET INVOLVED!

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Communities United for Health and Justice



www.podersf.org
415.431.4210
jessie@podersf.org

Design by Design Action Collective, a worker-owned, unionized cooperative

Item 22 - Support

Received at CPC Hearing 8/24/17
N. Foster
Patrick Goggin <patrickdgoggin@gmail.com>

M Gmail

my letter

1 message

Brian Goggin <briangoggin@yahoo.com>
To: goggin patrick <patrickdgoggin@gmail.com>

Thu, Aug 24, 2017 at 3:32 PM

Dear Planning Commission,

In 1997 I started to become aquatinted with the South of Market Area when I worked with a group of friends, including many local residents, to create "Defenestration" a site-specific temporary sculpture on the side of the old Hugo Hotel on Sixth and Howard. That's right... the art installation with all the furniture hanging out of the building. I came to know the area and its community. We supported each other through mutual respect and an interest in keeping the neighborhood safe and clean. We also lifted each others spirits with a positive attitude and an appreciation for all people.

Recently, I had the honor to be selected, along with my collaborator, Arts Commissioner Dorka Keehn, to create a new permanent Public artwork on the side of the apartment building at 55 9th Street, SF. While designing and installing that piece over the course of two years I worked in the neighborhood where the Vapor Room would like to open a dispensary. I saw it day and night while installing over the course of three months. As you well know it is active and sometimes challenging, but the people in the area care about their neighborhood and community. It seems the Vapor Room would fit in and have an uplifting influence.

I had the opportunity to see the Vapor Room in business when it was on the Haight. It had a welcoming community with many programs focused on health healing and community outreach to have a thoughtful and caring influence on the neighborhood cleaning the streets of litter and garbage. It was a dynamic part of their presence in the neighborhood and we all appreciated their efforts. I have personal confidence the Vapor Room has shown a good track record and the Vapor Room will have a sensitive and compassionate influence on the neighborhood. I hope you will feel the same. I look forward to seeing how they do as I check in on the sculpture to make sure the lights are working properly.

Thank you for taking my thoughts into consideration.

Sincerely,

Brian Goggin

for more on this guy:
www.metaphorm.org

8/24/17

N. Foster

San Francisco Planning Commission
% Jonas P. Ionin, Commission Secretary
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Attn: Nicholas Foster, Planner
Re: Vapor Room Collective Permit Application

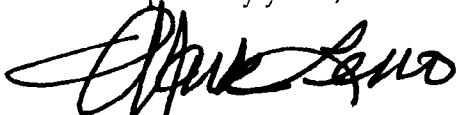
Dear Commissioners:

I write this letter in strong support of the Vapor Room Cooperative (VRC) permit application proposed for 79 9th Street. I am very familiar with the VRC's history and track record having supported their original permit application in the Lower Haight in 2006. The VRC has a rich history in San Francisco as one of the original, model medical cannabis dispensaries (MCD) in California and one of the first to advocate for the City's adoption of regulations in 2005 that legitimized MCDs. I know the VRC and its professional staff to be dedicated good neighbors, including co-founding the Lower Haight Resident and Merchant Association in 2006 that brought the community together to beautify the neighborhood and revitalize the small business community.

Most notable is the VRC's commitment to its member patients that is reflected in their community-based business model. They offered robust compassion programs providing free cannabis to members most in need, life skills classes, computer skills workshops, resume writing workshops, and holistic health services such as yoga and nutritional counseling. All of these services were offered for free to the larger community in partnership with the San Francisco Recreation and Parks Department and Harvey Milk Art and Cultural Center. Additionally, three members of the VRC team, Martin Olive, Stephanie Tucker, and Patrick Goggin, served on the San Francisco Medical Cannabis Task Force from 2008-2011 providing guidance and leadership on important policy issues including permitting, best practices, and testing.

Unfortunately, in 2012, California's U.S. Attorneys coordinated a crackdown on MCDs unfairly targeting many leading, model MCDs in the City and throughout the state. At the time, the VRC made the hard, but responsible, choice to close its doors, rather than subject its landlord's property to a forfeiture action by the U.S. Attorney. I'm thrilled the VRC has finally found a new home and I respectfully urge the Commission to approve its proposed project thereby following through on the City's assurances in 2012 to help the VRC reopen.

Respectfully yours,



Mark Leno



California Chapter of the National Organization for the Reform of Marijuana Laws
2261 Market St. #278A, S.F., CA 94114 - www.canorml.org - (415) 563-5858 / (510) 540-1066

Aug 4, 2017

San Francisco Planning Commissioners
% Jonas P. Ionin, Commission Secretary San Francisco Planning Department 1650
Mission Street, Suite 400 San Francisco, CA 94103

Re: Vapor Room Cooperative Medical Cannabis Dispensary (MCD) Application Case
No: 2017-002757DRM Project Address: 79 9th Street, San Francisco

Dear Commissioners:

I am writing to you in strong support of the medical cannabis dispensary application of the Vapor Room Cooperative at 79 – 9th St.

The Vapor Room earned an outstanding reputation at its prior location on Haight Street. They were noted for their membership health and support services, community engagement, and compassionate assistance program for needy members.

They won “Best of the Bay” dispensary awards from SF Weekly and the Bay Guardian.

They were wrongfully forced to close by the U.S. Attorney in 2012 on specious grounds despite nine years of problem-free service.

Based on their record, I can think of no group more deserving of a new MCD permit.

Sincerely,

A handwritten signature in black ink, appearing to read "Will G. [unclear]", written over a horizontal line.

Director, Cal NORML
2261 Market St. #278A
San Francisco, CA 94114
(415) 56305858

From: [Martin Olive](#)
To: [Foster, Nicholas \(CPC\)](#)
Subject: Fwd: Pinnington, Calvin Letter of Support
Date: Thursday, August 17, 2017 12:07:49 PM

Hey Nicholas,

This letter of support just came in from a neighbor and original member. I dont want to burden you with individual emails but figured since he's a neighbor to our new location, homeowner resident and in support, that I should send it your way. Hope it gets to the commissioners as well.
Thanks.

Martin

Begin forwarded message:

From: The Vapor Room Cooperative <social@vaporroom.com>
Date: August 17, 2017 at 9:49:56 AM PDT
To: social@vaporroom.com
Subject: **Pinnington, Calvin Letter of Support**

Dear Commissioners,

I am a homeowner in the 9th/Mission neighborhood since 2005.
Previously I lived in the Lower Haight neighborhood since 1994

I am very much in support of the Vapor Room Cooperative opening a storefront at 79 9th Street

I saw what an asset the Vapor Room Cooperative was to the Lower Haight and what a shame it was when they were forced to close their doors, Lower Haight was certainly not the same without them

The Vapor Room Cooperative was one of the first dispensaries in San Francisco and was an example of a well run establishment, providing compassionate medicine free to those that needed it and a premium service for those that could afford it

I think the Vapor Room Cooperative would be a perfect fit for SOMA and the neighbourhood would greatly benefit

Calvin Pinnington
1328 Mission St
SF, California 94103
shrouk@mac.com
(415) 298-4926

Vapor Room Cooperative Letters of Support collected after August 11th submission deadline.

Dear Commissioners,

As a Licensed Clinical Social Worker (LCSW) working in the lesbian, gay, bisexual and transgender (LGBT) senior community, I strongly support your approval of this needed medical dispensary in our mid-Market community. The city's seniors deserve access to a community-based and safe access site for care of their medical needs. I have worked as a social worker and clinician in this community for almost eight years. My work has included psychotherapy, case management, and group work with hundreds of our cities LGBTQ older adults. Time and again I have worked with seniors who have disclosed that medical cannabis has helped them maintain their health, decrease chronic pain and combat insomnia. They tell me it has helped them remain independent and afforded them medical options and the ability to stay off of opiod pain medication. Seniors engaged in chemotherapy have reported significant pain relief with use of medical cannabis as well as increased appetite. Moreover, thousands of HIV+ seniors in our community, who experience symptoms like nausea due to multiple medications, have found relief with cannabis.

One such client, a 74 year-old woman I work with, went through three major surgeries within two years including the fusion of her spine, a hip and knee replacement. She was prescribed over 15 daily prescriptions including several opiod medications for pain management. Said client shared expressed her deep dissatisfaction with her regimen including an overwhelming fear that she would damage her kidneys—(She had lived through the pain of caregiving for a partner on dialysis for many years), as well as severe social anxiety due to her fear of appearing "drugged." As a former user of opioids (in her twenties) and a self-proclaimed 'addict,' she feared getting hooked on prescription drugs. Her goal was to get through the pain of her recovery from surgery so that she could return to her volunteer work as a "big sister." She feared that the side effects of opiod medication would prevent her from being clear-headed enough to return to her volunteer work and would further impact her already significant feelings of social isolation.

At the same time, she was living with intense and persistent physical pain and taking nothing was not an option. According to my client, it was only after trying an oral THC/CBD medication that she found relief. She is now proudly "weaned off" off all opiod medications and she is again able to participate in ongoing social support programs for LGBT seniors. She sees her "little sister" each week and she is able to further her volunteer work as a reader at her local library. She attributes her ability to heal and return to her life in the community to her access to medical cannabis. After many years of chronic pain and countless drug-cocktails she exclaimed, "I guess I was born at the right time because something that works is finally legal and safe!"

This is but one example. I could share many more. The case for accessible, safe, community-driven spaces that are designed to provide needed medicine to our communities

cannot be overstated. Simply put, we have a Walgreens on “every corner;” Our seniors deserve access so that they can pursue their legal right to medical cannabis as well.

Last, I want to share one more professional experience in my work at a local community based agency. Every month we host “Health and Wellness” seminars. The topics range from blood pressure to depression to medical cannabis. Bar none—in my almost seven years with our agency—we have never hosted such a popular health and wellness seminar as our talk on cannabis for pain relief. The response from our LGBT and HIV+ senior community was so overwhelming we had to rent a larger room. When it was said and done we had welcomed almost 50 seniors to a Friday afternoon talk—about 5X a typical seminar.

Unfortunately many of the seniors who benefit from medical cannabis simply cannot be present for this hearing. I write this with their support and under their advisement. Now, the vapor room needs your support to continue their critical work providing medical access to our city’s senior community.

Sincerely,

Fairley Parson, Licensed Clinical Social Worker (LCSW)

Fairley Parson
65 Laguna St.
San Francisco, California 94102
fairley@openhouse-sf.org
(415) 971-7184

Dear Commissioners,

The vapor room in its prior location was one of the best dispensaries in San Francisco. They had a commitment to customer service and support that put the customer first. With a wide selection of medicinal strains providing help to those with many ailments ranging from insomnia to cancer. Their consultations and knowledge of the application of their products would offer clients what works best for their needs on what type of medical marijuana they needed. They offered compassion to the community and I have witnessed it first hand. Aside from the amazing decor and presentation of their operations they were always kind, respectful, and accommodating to the needs of their clientele. In short I think it would be a benefit to the community given the chance for them to reopen in a new location. In my opinion they are in the top tier of medicinal apothecaries in California. They have upheld strong dedication to Professionalism, quality products, great relationships with their customers and their community. I back them and hope to see them succeed in this endeavor.

Sean Somers
3409 23rd st
San Francisco, California 94110
oldtowntattoosf@gmail.com
(360) 731-1725

Dear Commissioners,

I don't like to leave my neighborhood (inner sunset)
When the Vaporoom was open on Haight street, I had no problem taking Muni to the Vaporoom.
They provided a safe comfortable environment where I could interact with other people.
If you let the Vaporoom open a facility in the Market st corridor, I am certain that they will make a positive impact on the neighborhood.

James Richard
1377 18th ave. #3
San Francisco, California 94122
jamessoai@sbcglobal.net
(415) 933-9605

Dear Commissioners,

We are the Seniors of the Haight Ashbury - we created the Summer of Love that started us down this journey to legal cannabis yet our needs are ignored. It's just not right!
I am the founder of Haight Ashbury Seniors. We meet monthly at Park Branch sfpl, Building community, staying informed.
Our next, September 26th, topic and speaker will be " MEDICAL CANNABIS - From Pot to Medicine".
Octavia Wellness, geared to seniors, will be explaining CBD's, tinctures, edibles, etc.
It's a whole new landscape!
My own past experience with Vapor Room as a member, is that their kindness and expertise is invaluable.

Currently it takes 2 buses for most of us to reach the nearest dispensary which is not as organized as Vapor Room.

Please - serve us Haight Ashbury seniors - return the Vapor Room to us.

Thank you,

Cosi (Lee) Pavalko

haightashburyseniors@gmail.com

Lee (Cosi) Pavalko

909 Ashbury #1

San Francisco, California 94117

cosifabian@mindspring.com

(415) 564-2275

Dear Commissioners,

As a prior member of the Vapor Room Collective when they were on Haight Street, I can substantiate how deserving they are of this permit to operate at this new location.

Before Community became a hit TV show, the Vapor Room was actively building community in the Lower Haight. In 2005, they cofounded the Lower Haight Resident & Merchant Association as well as the Lower Haight Art Walk, both of which were very beneficial in enriching the neighborhood. With a full-time Community Liaison on staff, they sponsored over 50 neighborhood clean up days, offered free meals and medication to low income members and cared for terminally ill individuals in hospice programs. Moreover, all neighborhood concerns were addressed immediately which includes the additional lighting that was installed on their dark block for added safety. With the many community alliance programs that benefited both members and neighbors, it was clear that their passion and compassion helped the neighborhood thrive.

Their professionalism made them stand out from other dispensaries in the city and throughout the Bay Area. Not only were they permitted, they were also a model and exemplary dispensary that operated ethically and in full compliance with City and State Laws. Not many dispensaries can attest to that. Because of their high regards in the industry, they were asked to submit their best practices in Operational Standards which was used as the foundational template for Article 33, the Medical Cannabis Act of 2005.

Furthermore, their innovative designs were refreshing in an industry that's been slow progress and adapt. The interior of their dispensary was beautifully crafted which allowed for a clean,

comfortable and welcoming space for patients to enjoy. From the moment you set eyes on their storefront, you could tell a lot of thought went into creating the space and environment.

To be quite honest, the Lower Haight hasn't been the same since the Vapor Room left in 2012; it's as if the heart and soul of the neighborhood has been ripped out and torn into pieces. It feels much like a ghost town. However, that was the past, we must move on and make things right for Martin and the Vapor Room. I have no doubt in my mind Martin and his team will do for SOMA as they did with the Lower Haight. He will bring authentic community and value to an area that really needs it. Please approve their permit application. It will be a huge win for our City. Thank you very much.

Natalie Tran
5A Woodward Street
San Francisco, California 94103
ngocntran@gmail.com
(415) 205-0916

Dear Commissioners,

To whom it may concern,

As 2018 approaches, the face of our cannabis community will soon change forever. Big money will come through and will reap the benefits of all the years of, positioning, advocacy, breaking down stigmas and education that helped build the ground work that helped create the medical cannabis community that we see today. Vapor Room is responsible for helping set this standard in the bay area of what a legitimate provider of clean safe medicine looks like. It is absolutely paramount to give opportunities to grass root business owners to hold the integrity of the future of cannabis in California. Vapor Room deserves a fair chance to continue this vision.

With Vapor Room first collective in the Lower Haight location since 2004 they provided so many beneficial contributions to that neighborhood, such as Co-founding the lower Haight art walk and neighborhood clean up. Within their collective they providing holistic health services, yoga, support groups, offering meals and resume and computer workshops. They're not just a provider of medicine but a community movement. Now that they're applying for a dispensary at 79 9th Street, I truly believe Market and Soma neighborhood could greatly use this healing energy and these positive resources.

I strongly support this addition and want to see the Vapor Room community thrive and feel they can do so with you help.

Thank you for your time to hear my voice on the matter.

- Courtney Waldock

Courtney Waldock
2231 32nd Ave
San Francisco, California 94116
Courtney@cbd.org
(206) 313-6779

Dear Commissioners,

I have written and re-written this letter numerous times in the last few weeks. There is so much I would like to say about what the Vapor Room Cooperative means to me that I don't know where to begin, or end. I have been a member of VRC since 2011. I enjoyed and appreciated the former location to an extent that I have not found another location to replace them. I have visited other MCDs and none have given me the feelings of respect and compassion that I have received from VRC.

VRC made such a big contribution to the Lower Haight community and I was shocked when they were forced to leave. I can only imagine the positive impression they will make at 79 9th Street. This address is in an area that could use a bit of "TLC". For VRC to open an MCD at 9th St. and Mission is a brave move that can only help this community.

VRC has a history with San Francisco that future generations deserve to be able to be a part of and continue the legacy. Let's reward their hard work and dedication by granting them a new home.

Thank you,
Melissa Burkart

Melissa Burkart
1363 Noe Street
San Francisco, California 94131
mburkart4@gmail.com
(415) 250-7764

San Francisco Planning Commissioners
% Jonas P. Ionian, Commission Secretary
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Attention: Nicholas Foster, Planner

Dear Commissioners:

Thank you for your time and consideration. I write today on behalf of the Stud Cooperative, a worker owned Legacy business that's been serving the LGBTQ San Franciscans for 50 years in SOMA.

The Stud strongly supports the Vapor Room Cooperative re-opening their doors in our wonderful neighborhood. The Vapor Room's community-based business model is a perfect fit with other like-minded businesses in SOMA. At their last location, they offered an array of holistic health classes and workshops for the community. They organized frequent neighborhood clean ups, and were very involved in community. We feel confident, based on their track record that the VRC has been, and will continue to be, an upstanding, valuable member of the community and a very responsible, good neighbor that will benefit the neighborhood. We look forward to collaborating on neighborhood and community building activities.

Please approve the VRC's project at 79 9th Street.

Respectfully yours,
Dottie Lux
Owner, Stud Co-op
399 9 th Street

8-23-17(W)

79-9th St
3701/023
G-3-G/120-X

2017-002757DRM
2017-03-07-0857
Martin Olive

In reference to the new Medical Cannabis Dispensary (M.C.D. / "Vapor Room Collective"), I am interested in how the smoke and vapors will be released ~~into~~ the surrounding environments, via the building ventilation system. Will the fumes/smoke and vapors be filtered?

Attn: Nick Foster

RECEIVED

AUG 23 2017

CITY & COUNTY OF S.F.
DEPT. OF CITY PLANNING
ADMINISTRATION

August 3, 2017

San Francisco Planning Commissioners
Nicholas Foster, Planner, San Francisco Planning Department
City Hall, Commission Chambers - Rm 400
1 Dr. Carlton B. Goodlett Place
San Francisco, CA. 94103

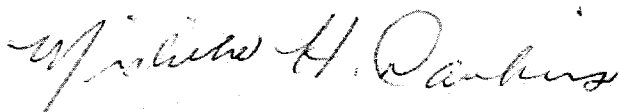
Re: Vapor Room Cooperative Medical Cannabis Dispensary (MCD) Application Project Address:
79 9th Street, San Francisco, 94103

Dear San Francisco Planning Commissioners,

My name is Michiko Dawkins. I am a 5th generation San Franciscan and I'm writing today to express my strong support for Tina Gordon, a co-applicant for the Vapor Room Cooperative Medical Cannabis Dispensary permit, located on 9th St. I have known Tina for over 5 years and know her incredible dedication, and passion for her craft, which is farming, community and the environment. She has been and will continue to be, a testament to women, minorities, and the power of community. For the last 10 years Tina has operated an organic farm in Southern Humboldt County, using natural farming methods. Her farm specializes in sun grown, and organically grown and processed cannabis high CBD flowers, as well as other medicinal and culinary herbs. Tina's farm and collective are dedicated to land stewardship, providing medicine to its members, teaching life skills, and contributing to communities in both Southern Humboldt and San Francisco. I believe she will be an amazing operator, good neighbor, huge asset to the City of San Francisco, and blessing to the medical cannabis community.

Please approve the Vapor Room Cooperative's permit today. Thank you.

Respectfully yours,



Michiko Dawkins
434 Arguello Blvd.
San Francisco, CA 94118
mich@miquity.com
(415) 726-3578

8/24/17

POTRERO BOOSTERS *M. Hue*
NEIGHBORHOOD ASSOCIATION
SERVING THE HILL SINCE 1926

August 23, 2017

Rich Hillis, Commission President
Dennis Richards, Commission Vice President,
Rodney Fong, Commissioner
Christine D. Johnson, Commissioner
Joel Koppel, Commissioner
Myrna Melgar, Commissioner
Kathrin Moore, Commissioner
San Francisco Planning Commission
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: Pier 70 FEIR and Related Approvals

Via Email and Hand Delivery

Dear Commissioners:

In the February hearing for the Pier 70 Draft Environmental Impact Report ("DEIR"), I testified on behalf of the Potrero Boosters Neighborhood Association (the "Boosters") with an optimism that issues related to the impacts of the Pier 70 project ("Pier 70") would be adequately addressed prior your approval of the Final Environmental Impact Report ("FEIR"). Unfortunately, that optimism has yet to bear out.

This letter outlines three continuing concerns related to the Pier 70 FEIR and the related approvals before you. The first two concerns relate to deficiencies in the FEIR. The final concern relates to implementation of the Design for Development document. In each case, we provide suggested solutions that would sufficiently address the cited concern.

Additional public transit resources necessary to mitigate the impacts of Pier 70, particularly in light of the cumulative effects of development in the vicinity, should be committed prior to approval of the FEIR.

The City has committed approximately \$90 million in funding to provide new multi-modal connections to the Central Waterfront from fees related to Pier 70 and the Mission Rock project. The City should now seize the opportunity to mitigate the cumulative impacts of development by expanding transit options in the vicinity.

Unfortunately, the SFMTA has yet to commit to any real expansion of bus routes to the neighborhood. The project sponsor refers two key transit lines in its documentation describing their transportation planning: the "XX" (the temporary designator for a replacement for the 22 Fillmore, which is scheduled to move from its alignment into Dogpatch to serve Mission Bay via 16th Street) and the 11 (a new line still in planning with the SFMTA). Attached as Exhibit A is a diagram of a July 2017 routing proposal from SFMTA that includes these lines.

The proposal fails in two key respects. First, the XX maintains the 22's existing alignment in the short term, prior to expansion into the Pier 70 site via 20th Street, rather than providing additional connectivity to regional transportation (particularly, the 22nd Street Caltrain Station) and growing portions of Dogpatch along Indiana and south of 22nd Street. Second, the II completely fails to serve Dogpatch and Pier 70.

Exhibit B shows how modest extensions to these transit lines can achieve several transit goals. Extension of the XX can be used to reduce the number of cars entering and exiting the vicinity of Pier 70 on a daily basis—in particular, by providing a real transit connection from the north slope of Potrero Hill to 22nd Street Caltrain. The FEIR identifies an impact to the 48 Quintara/24th Street arising from Pier 70, which we believe is a result of the bus line's providing a southern connection to Caltrain, which generates significant ridership. Currently, Caltrain users from the north arrive via automobile, whether private or through a transportation network company ("TNC"). An extension of the XX would also provide service to large residential buildings along Indiana Street and on 23rd Street, and connect well to both Pier 70 and the soon-to-develop Potrero Power Plant.

Extension of the II into Dogpatch would provide an alternative route between the Central Waterfront and the Financial District. Such an alternative is necessary due to the operational stresses on the T Third—while the opening of the Central Subway should expand the capacity of the T, such capacity will continue to be constrained during events at AT&T Park, and will be further constrained by events at the Chase Arena. Such an expansion would also provide better connections between neighborhoods and services, including the schools, groceries, and library on 20th Street in Potrero Hill and the growing offerings in Mission Bay.

Our proposed routing in conceptual, yet achieving these concepts in some form is necessary to meet the cumulative transit impacts of Pier 70 and other developments in the Central Waterfront. In analyzing these impacts, the FEIR is deficient. The FEIR glosses over comments regarding cumulative impacts, alternating between regional and local growth numbers at its convenience. Its transit analysis defies logic, save that the one significant impact it identifies is on the only route that currently runs adjacent to the Pier 70 site (i.e., the 48); perhaps if there was other real transit to the Pier 70 site, it would likewise be impacted. And, glaringly the impact of TNCs is omitted in its entirety.

Regardless, our technical concerns with the FEIR can be overcome with practical transit solutions. We believe that there should be a firm commitment to those solutions prior to approval of the FEIR.

The Planning Commission should maintain approval authority over land use decisions as a means of mitigating Pier 70 impacts, or should otherwise approve a narrower, more residential project from band of outcomes analyzed in the FEIR.

The final mix of land uses at Pier 70 will determine its precise impacts. Two variants representing end-points on a band of outcomes are proposed, one maximizing office development; one maximizing residential development. The project sponsor proposes to have the authority to determine uses in real time as dictated by the marketplace, outside of the control of the City's

planning apparatus. Because of the dire need for housing in the City, and the more impactful nature of office development, we believe that it is vital that Pier 70 be more residential in nature.

We believe that this can be achieved in one of two different ways. First, the Planning Commission could maintain approval authority over land use decisions. The approval process should continue to involve public input, although it may be expedited so as to reduce excessive procedural burdens on the project itself. Such a system would provide optimal flexibility to the development over time; the Commission could balance the City's evolving needs against market forces in a public forum.

Alternatively, the approvals for the Pier 70 project could provide for a narrower range of office development opportunities, leaning the project towards a more residential nature. The narrower band of outcomes would provide a degree of flexibility to the project sponsor, but would ensure that necessary housing is built instead of additional office space, which would only induce the need for more housing.

The rationale for a broad, market driven band of outcomes has diminished as the project has moved towards approval. Office uses were intended to buffer residential uses from existing industrial uses. Today, the continued operation of the shipbuilding yards to the north of Pier 70 is unfortunately in doubt. The environmental clean-up of, and planning for development at, the Potrero Power Plant site to Pier 70's south is occurring at an unexpectedly rapid pace. Put simply, the funnel of outcomes for the conditions surrounding Pier 70 is far narrower than it was when planning for the site commenced. Prudence dictates that the funnel of outcomes for Pier 70 itself should be similarly restricted.

Several comments to the DEIR focused on the failure to adequately address impacts under the various land use scenarios analyzed, and the FEIR has failed to take those comments under full consideration. By ensuring a housing oriented, mixed use development at Pier 70, either through a continuing Planning Commission approval process, or through approval of a narrower band of development outcomes skewed towards the maximum residential concept analyzed in the FEIR, we believe these impacts can be adequately mitigated.

A process, which includes substantial community input, is necessary to ensure Pier 70 design meets the promise of the Design for Development.

Members of the community, the Boosters included, have been effusive in their support for the Design for Development (the "D for D"). The D for D provides a comprehensive set of guidelines for site-appropriate mixed-use neighborhood development and design, and reflects the project sponsor's exemplary process of community engagement.

To ensure that Pier 70 meets the promise of its D for D, we believe that there should be an ongoing process, involving community input, regarding the implementation of design. While we are open to the specific mechanics of the process, it is important that it have teeth—a check to ensure that design throughout Pier 70 does not become compromised for the sake of expediency at a later date.

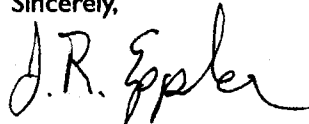
Pier 70 expects a fifteen year build-out. During that time, we can expect turnover in each of the project's stakeholders, whether at the project sponsor, the City's various departments, or in the

community. While the D for D will remain in place, its interpretation will be affected by these new eyes and the dynamic nature of Pier 70's setting. Continuing the engagement that generated the D for D is necessary to ensure that its implementation continues to reflect the evolving needs of stakeholders.

Commissioners, we are nearing the end of a long planning process and the beginning of a lengthy construction process. Our goal is a well-integrated and connected Pier 70 that feels like a natural extension of our growing neighborhood. And we're close to achieving that goal. We request that you help us take those last few steps, outlined above, that will help ensure a successful project.

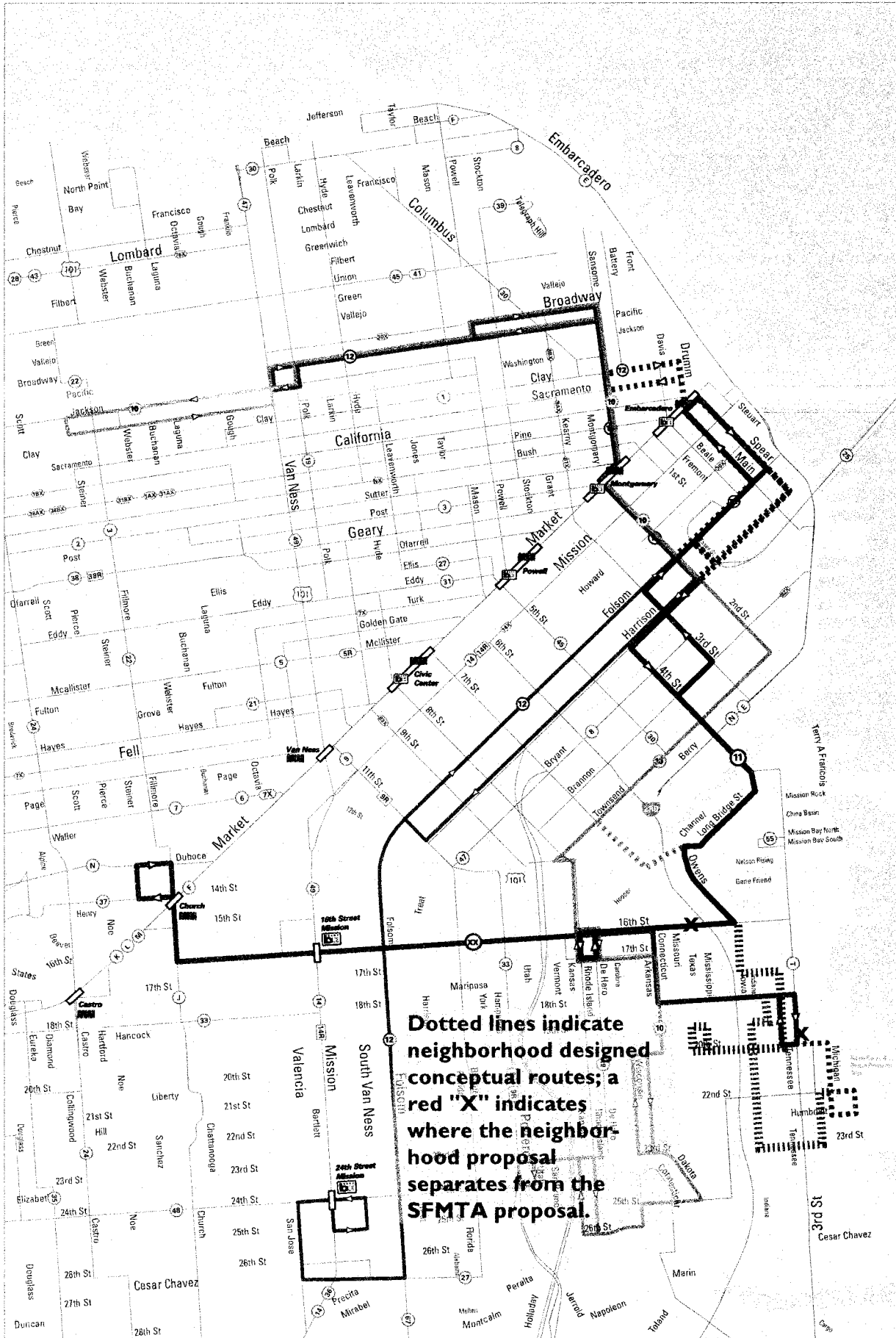
Thank you for your time and consideration.

Sincerely,



J.R. Eppler
President

Cc: Supervisor Malia Cohen
Yoyo Chan, Legislative Aide, Sup. Cohen's Office
Sophia Kittler, Legislative Aide, Sup. Cohen's Office
Ken Rich, Office of Economic and Workforce Development
Sarah Dennis-Phillips, Office of Economic and Workforce Development
David Beaupre, Port of San Francisco
Jonas Ionin, Secretary, Planning Commission



Dotted lines indicate neighborhood designed conceptual routes; a red "X" indicates where the neighborhood proposal separates from the SFMTA proposal.

Scale 1:20,000



By downloading this map, you are agreeing to the following disclaimer: "The City and County of San Francisco ("City") provides the following data as a public record and no rights of any kind are granted to any person by the City's provision of this data. The City and County of San Francisco ("City") makes no representation regarding and does not guarantee or otherwise warrant the accuracy or completeness of this data. Anyone who uses this data for any purpose whatsoever does so entirely at their own risk. The City shall not be liable or otherwise responsible for any loss, harm, claim or action of any kind from any person arising from the use of this data. By accessing this data, the person accessing it acknowledges that she or he has read and does so under the condition that she or he agrees to the contents and terms of this disclaimer."

8/24/17

M. Hue

To: Planning Commissioners
From: Alison Heath, Grow Potrero Responsibly
Submitted August 17, 2017
Re: FEIR Comments

The Final EIR (FEIR) fails to consider impacts from ride-sharing (TNC's) as a significant transportation mode.

Grow Potrero Responsibly commented on the issue in a letter dated February 21, 2017, with further comments made in a second letter dated July 20, 2017 (*attached*). In our original comment letter we noted that ride-sharing discourages people from using public transportation while increasing traffic impacts. Since the Draft EIR was published and after public comment was closed, new information was published by the San Francisco County Transportation Authority (SFCTA) validating our concerns. The impacts from TNC's were not acknowledged at all in the DEIR, nor was there a response in the Response to Comments document. Additionally we had no opportunity to comment on the Transportation Demand Management (TDM) Plan which was finalized July 24, 2017, well after the DEIR comment period closed, and similarly contains no mention of TNC's.

The Draft EIR should be updated with analysis of TNC impacts and re-circulated for public comment on these issues before it is certified. This is required under CEQA when, as here, *significant new information is added relating to a new environmental impact or a substantial impact in the severity of an environmental impact, or if a feasible project mitigation measure or alternative considerably different from others previously analyzed would clearly lessen environmental impacts and is not acceptable to the project proponents, or if the Draft EIR was so fundamentally inadequate that meaningful public review and comment were precluded.* (CEQA Guidelines § 15088.5.)"

The Design for Development Document was not available until after the Draft EIR comment period ended.

This document sets multiple Project parameters but was not published until March 9, 2017, precluding any opportunity for public comment on information relevant to potential impacts of the project. This information must be in the EIR and not buried in an appendix or other document referenced by, but not included in the EIR.

The Project Description is uncertain and the FEIR fails to adequately analyze potential impacts under various land use scenarios.

The Proposed Project is described as "conceptual" and will follow a phased program in which parcels would be developed as commercial, residential or parking uses. The exact uses would be determined after the EIR is finalized. Grow Potrero Responsibly provided very specific examples on how various land use scenarios would result in a myriad of impacts. For example we noted that, following the 2002 Transportation Impact Analysis Guidelines, a PDR use would have considerably less impact on traffic and transit than a restaurant use. Additional parking would encourage dependence on automobiles. A large office component would bring more workers who will need housing. Relying on RALI (Retail/arts/light-industrial) designation or a theoretical Maximum Residential or Maximum Commercial scenario doesn't allow an adequate analysis of impacts.

Despite the specificity of our comments, the FEIR states that, "*the comments do not identify what they believe is missing from these descriptions and analyses and how that could result in a change in the conclusions of the EIR.*" (4.A.6)

An accurate, stable and consistent project description is necessary to an adequate evaluation of the project's impacts; the project description should describe the physical development that will result if the project is approved; and the description should be sufficiently detailed to provide a foundation for a complete analysis of environmental impacts. (CEQA Guidelines § 15124.)

The FEIR fails in multiple instances to respond to public comment.

Responses should explain any rejections of the commenters' proposed mitigations and alternatives. Evasive, conclusory responses and mere excuses are not legally sufficient and a general response to a specific question is usually insufficient. The FEIR fails to conform to these requirements.

The FEIR fails to address comments about the inconsistencies between the cumulative impacts of growth from the Project and what was anticipated in the 2008 Central Waterfront Plan and other Plans.

The Project's inconsistencies with the Central Waterfront Plan, Plan Bay Area, Waterfront Land Use Plan and General Plan must be considered as part of the CEQA review and were not. In our comments, Grow Potrero Responsibly submitted specific evidence of significant *inconsistencies* that were not addressed in the Draft EIR. The DEIR states that conflicts with applicable plans "will continue to be analyzed and considered" (4.B.27) but fails to do even a minimal analysis of some of these potential conflicts and resulting impacts.

The DEIR did not address the inconsistency between growth projections in the Central Waterfront Area under the Eastern Neighborhoods Plan and what would occur with the Pier 70 project. Impact Evaluation under PH-1 goes so far as to claim that the Proposed Project would not induce substantial population growth in an area, either directly or indirectly.

In our comments we noted that, "the Central Waterfront Plan anticipated 2020 new residential units in the entire Area under the Preferred Project that was approved as part of the Eastern Neighborhoods Plan. As of the end of 2015, over 2704 units had already been constructed or were in the pipeline, with hundreds more submitted for review in 2016. But the Pier 70 project has the potential, with 3025 units, to exceed the entire anticipated total by 1005 all by itself. Combined with other development in the area, this is more than double what was projected under the Area Plan, and well beyond what was considered in the Eastern Neighborhoods PEIR."

The Project FEIR fails to address our comments that direct and cumulative population growth was inconsistent with what was anticipated. This growth is clearly significant and the physical impacts of that growth (transportation, air quality, public services, etc.) are not adequately considered.

The FEIR fails to adequately respond to our comments about the increased demand for housing under the Maximum Commercial Scenario. As a direct result of the proposed project there would potentially be adverse and direct physical environmental effects due to induced population growth throughout the region from a large commercial component. Relying on the City's Housing Element to address growing housing demand is not an adequate solution as we dig ourselves deeper into what has widely been declared a "crisis". The explanation under Response PH-4 fails to address the cumulative impacts of a large commercial development and only considers direct impacts of growth specific to the Project.

The FEIR fails to address comments regarding inadequate infrastructure, particularly public transit. Proposed mitigations for acknowledged transportation impacts are uncertain.

Many members of the public have spoken and written in detail about impacts to transportation and other infrastructure in the area, yet the FEIR generally claims that commenters have provided no substantial evidence for these assertions (4.C.9). The FEIR initially dismisses concerns broadly without considering many of the specific comments. Later, in another section (4.G.3) the FEIR acknowledges significant transportation impacts. Mitigations for these impacts are uncertain and some of the so-called "improvements" such as the rerouting of the 22 Fillmore to serve Mission Bay and the Mission Bay Loop will actually exacerbate impacts.

Grow Potrero Responsibly has repeatedly raised concerns about transportation impacts with 50.5% of person-trips projected to be by automobile, in conflict with the City's Transit First policy. Our February 21, 2017 comment letter states that, *"no changes to the MUNI system are approved or funded, and the 22 Fillmore will be rerouted away from Dogpatch to serve Mission Bay as part of the TEP (AKA Muni Forward). Adding an additional bus or car or two to existing lines will not correct the lack of east-west options. The network must be expanded to reduce dependence on automobiles and comply with the General and Area Plans... The DEIR fails to fully consider the impacts of the Pier 70 Transportation Plan itself. With multiple large projects on the horizon, a patchwork of unregulated private shuttles, rather than investment in public transit, will exacerbate traffic and related problems."*

Issues of traffic congestion as a result of dependence on automobiles as a primary transit mode and a .75 parking ratio are dismissed in the FEIR. Similarly the FEIR completely rejects legitimate concerns about physical impacts directly tied to congestion. These comments are characterized as being on the "merits of the Proposed Project and not related to the environmental impacts." As we've noted before, the Proposed Project will directly impact 30 or more intersections, bringing them to Level F. The level of traffic described in the LOS analysis will have a profound effect on the quality of life within the entire area and must be considered as an undeniably real environmental impact.

To: Lisa Gibson
Environmental Review Officer
SF Planning Department
lisa.gibson@sfgov.org

From: Alison Heath, for Grow Potrero Responsibly

Submitted July 21, 2017

Re: Additional Comments on the Draft EIR for Pier 70

Dear Ms. Gibson,

In our comment letter dated February 21, 2017, we raised concerns about impacts resulting from reliance on the use of private vehicles. We noted that ride-sharing discourages people from using public transportation while increasing traffic impacts. Since then, new information has been published by the San Francisco County Transportation Authority (SFCTA) validating our concerns.

SFCTA's June 2017 report, *TNC's Today*, states that approximately one-fifth, or 570,000, of total Vehicle Miles Traveled (VMT) citywide each day are by ride-share vehicles, while MUNI ridership has dropped. This represents a significant shift in transportation modes that cannot be ignored. Therefore additional review of impacts of ride-sharing on Transportation and Traffic, Emergency Vehicle Access and Air Quality should now be considered as part of the CEQA review for the Pier 70 project.

This information, which was not known and could not have been known at the time the Eastern Neighborhoods Plan EIR (PEIR) was certified as complete, is now available and indicates that the Pier 70 development may result in significant effects that were not previously considered and that significant effects previously examined may be more severe than previously shown. The Pier 70 Draft EIR (DEIR) also failed to evaluate these impacts, relying on outdated data and mode share projections.

VMT analysis contained in the Project DEIR failed to adequately account for the intensive use of ride-shares in San Francisco. The broad-brushed analysis used under now outdated VMT modeling concluded that the Project's location in a transit priority area would reduce the use of private vehicles. Recent evidence shows that, ironically, the areas with the best transit service are now the most heavily traveled by ride-share vehicles.

There is no indication that the Project DEIR or the *Pier 70 Transportation Impact Study* (TIS) even considered ride-sharing as a distinct transit mode. The DEIR relied on VMT analysis, using the SF-CHAMP model with data from 2010-2012. At

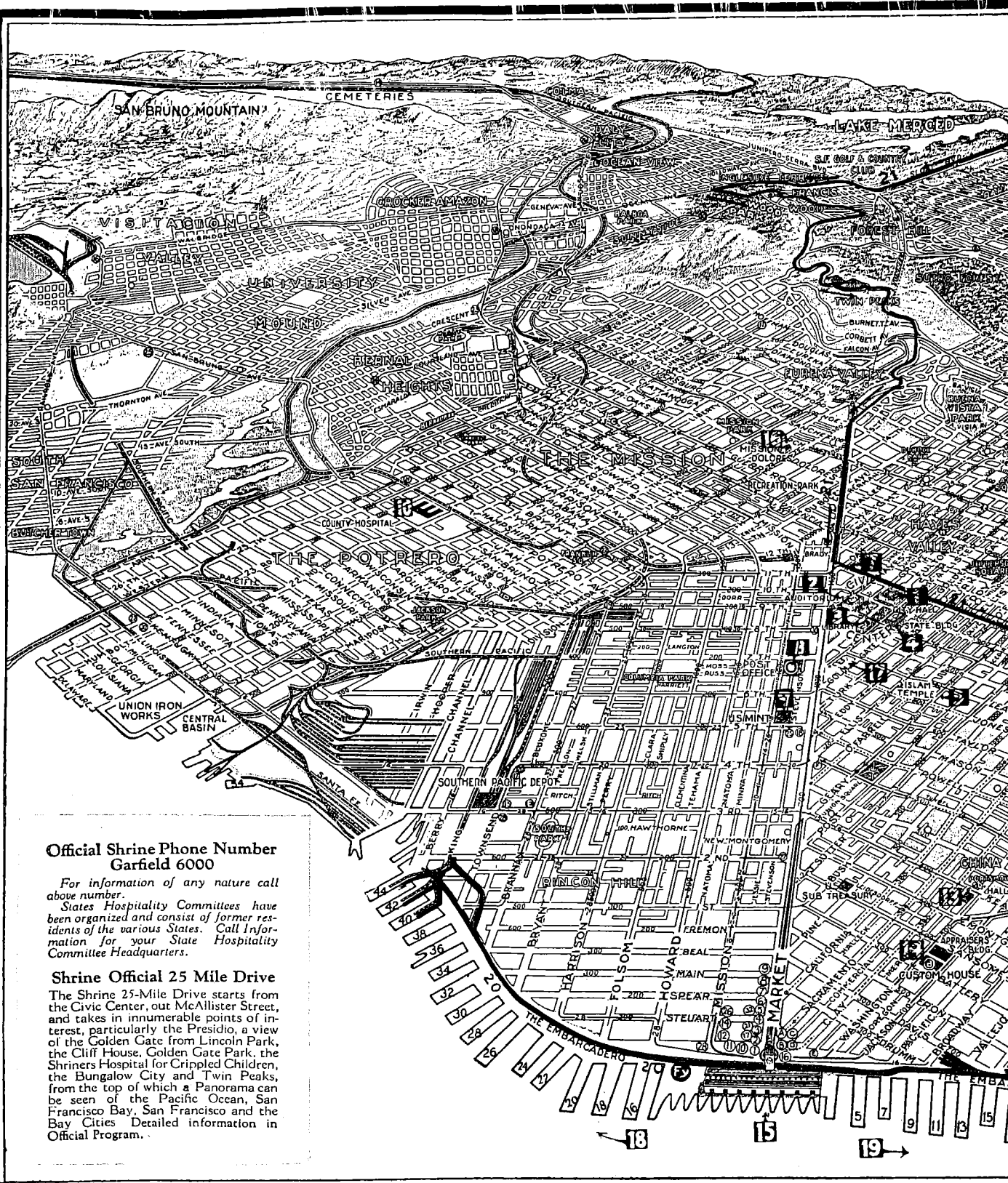
that time City planners still thought that "ride-shares" meant car-pools. Modal splits in the Pier 70 TIS (Section 4.3) used data from the *Transportation Impact Analysis for Environmental Review*, which was published in October 2002. Outside of the index page, the Pier 70 DEIR contains no mention of TNC's. This lack of attention to what is now recognized as a significant mode of transit ignored potentially substantive adverse environmental impacts.

- The impacts from changed circumstances that have occurred since the Eastern Neighborhoods PEIR was published and new information published since the publication of the Project DEIR must now be considered, along with mitigations, in the Final Project EIR.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Alison Heath". The signature is written in a cursive, flowing style with a long horizontal tail stroke at the end.



**Official Shrine Phone Number
Garfield 6000**

For information of any nature call above number.

States Hospitality Committees have been organized and consist of former residents of the various States. Call Information for your State Hospitality Committee Headquarters.

Shrine Official 25 Mile Drive

The Shrine 25-Mile Drive starts from the Civic Center, out McAllister Street, and takes in innumerable points of interest, particularly the Presidio, a view of the Golden Gate from Lincoln Park, the Cliff House, Golden Gate Park, the Shriners Hospital for Crippled Children, the Bungalow City and Twin Peaks, from the top of which a Panorama can be seen of the Pacific Ocean, San Francisco Bay, San Francisco and the Bay Cities. Detailed information in Official Program.

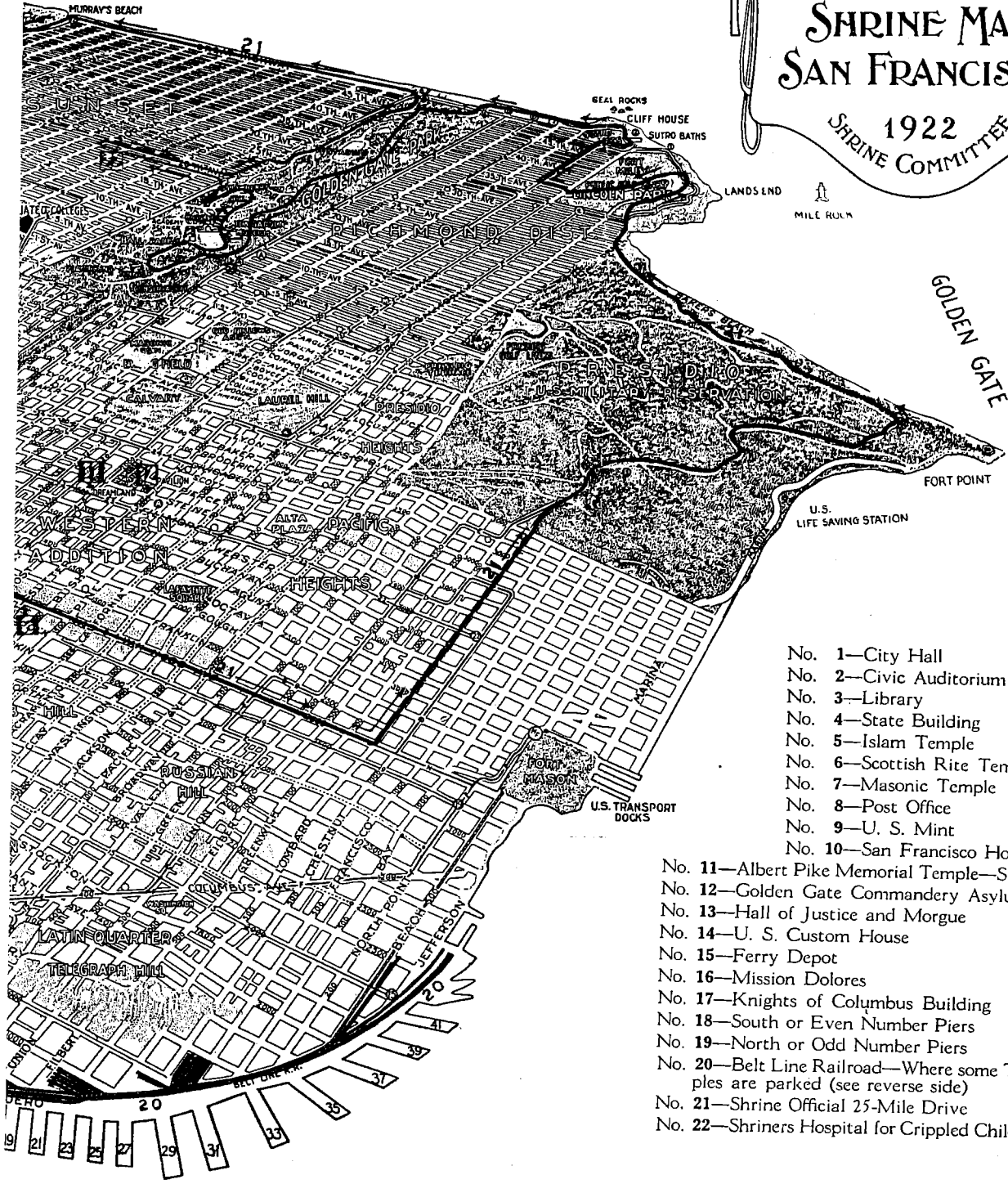
Received at CPC Hearing 8/24/17

R. Shriners

Official SHRINE MAP SAN FRANCISCO

1922
SHRINE COMMITTEE

PACIFIC OCEAN



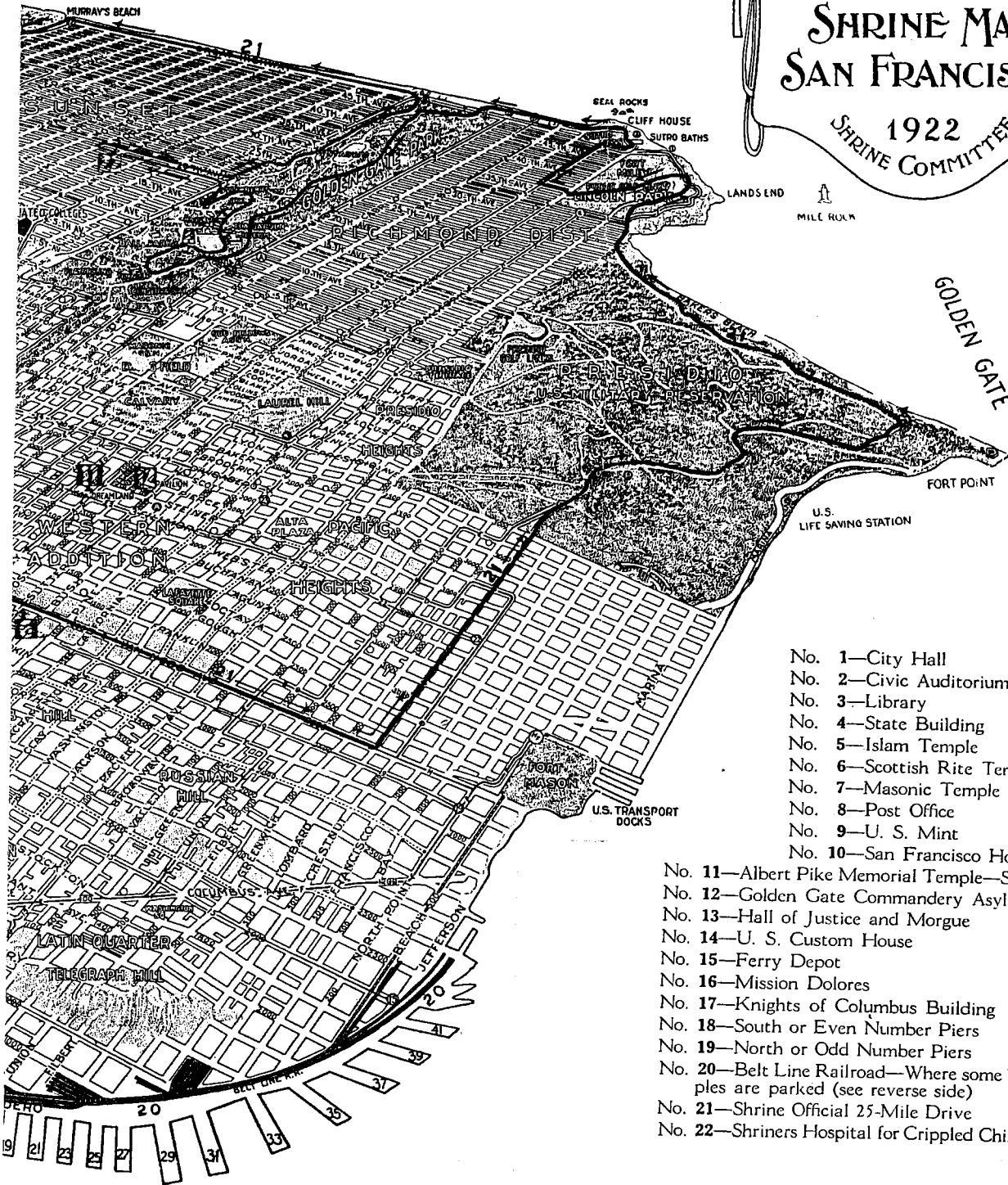
- No. 1—City Hall
- No. 2—Civic Auditorium
- No. 3—Library
- No. 4—State Building
- No. 5—Islam Temple
- No. 6—Scottish Rite Temple
- No. 7—Masonic Temple
- No. 8—Post Office
- No. 9—U. S. Mint
- No. 10—San Francisco Hospital
- No. 11—Albert Pike Memorial Temple—S.R.
- No. 12—Golden Gate Commandery Asylum
- No. 13—Hall of Justice and Morgue
- No. 14—U. S. Custom House
- No. 15—Ferry Depot
- No. 16—Mission Dolores
- No. 17—Knights of Columbus Building
- No. 18—South or Even Number Piers
- No. 19—North or Odd Number Piers
- No. 20—Belt Line Railroad—Where some Temples are parked (see reverse side)
- No. 21—Shrine Official 25-Mile Drive
- No. 22—Shriners Hospital for Crippled Children

Received at CPC Hearing 8/24/17
R. Sauer

PACIFIC OCEAN

Official
SHRINE MAP
SAN FRANCISCO

1922
 SHRINE COMMITTEE



- No. 1—City Hall
- No. 2—Civic Auditorium
- No. 3—Library
- No. 4—State Building
- No. 5—Islam Temple
- No. 6—Scottish Rite Temple
- No. 7—Masonic Temple
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- No. 16—Mission Dolores
- No. 17—Knights of Columbus Building
- No. 18—South or Even Number Piers
- No. 19—North or Odd Number Piers
- No. 20—Belt Line Railroad—Where some Temples are parked (see reverse side)
- No. 21—Shrine Official 25-Mile Drive
- No. 22—Shriners Hospital for Crippled Children

Received at CPC Hearing 8/24/17
R. Sore

PIER 70 MIXED-USE PROJECT



SAN FRANCISCO
PLANNING DEPARTMENT

Planning Commission Hearing
August 24, 2017

Introduction

Certification of the Final EIR

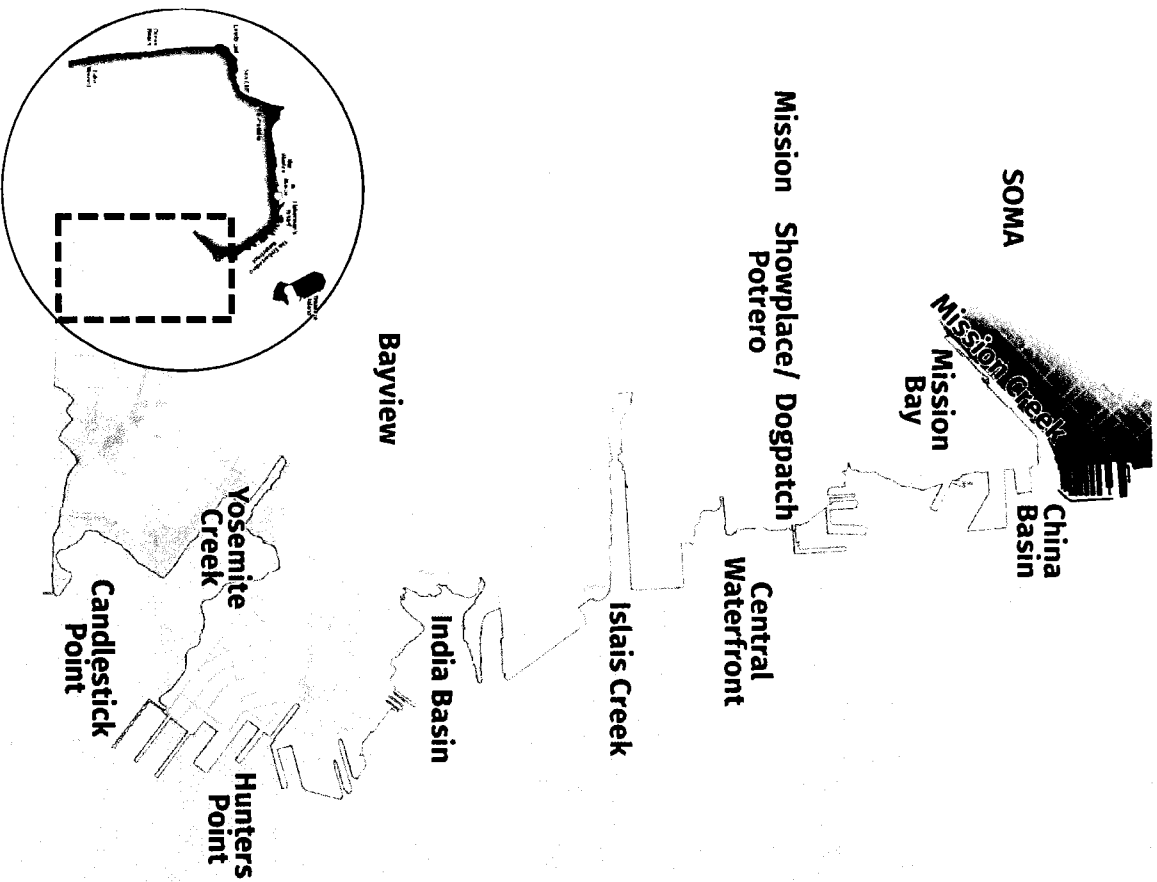
Project Approvals

Southern Bayfront Strategy

Jobs-Housing Balance

Pier 70 Mixed-Use Project Overview

Project Updates

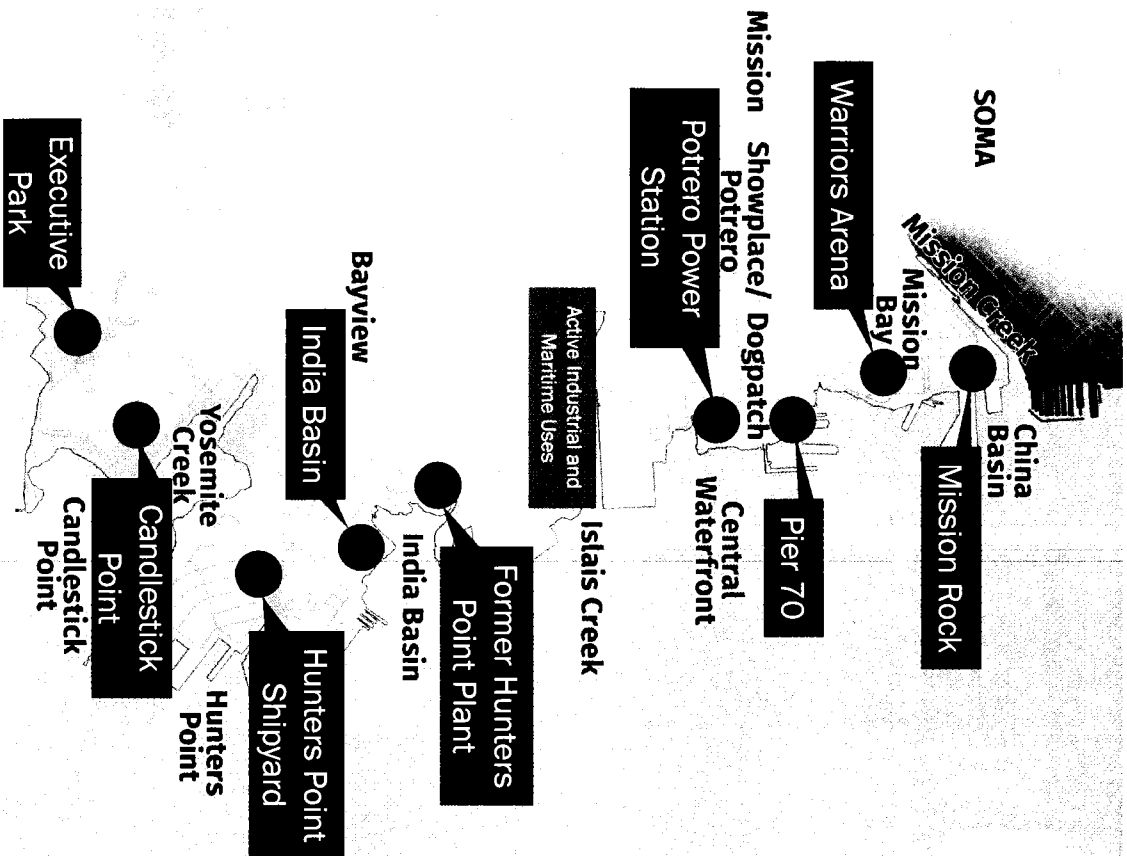


Southern Bayfront

36,000	23,000
People Already Live Nearby	People Already Work Nearby

This framework focuses investment to address needs of the diverse communities within the Southern Bayfront, while also serving the needs of our growing City

City Family Partners: OEWD, Planning, Port of SF, Recreation and Parks, SFMTA, OCII



Southern Bayfront

20,000 New Households

Over 40,000 new residents

6,700 Affordable Units

33% of new households to be affordable

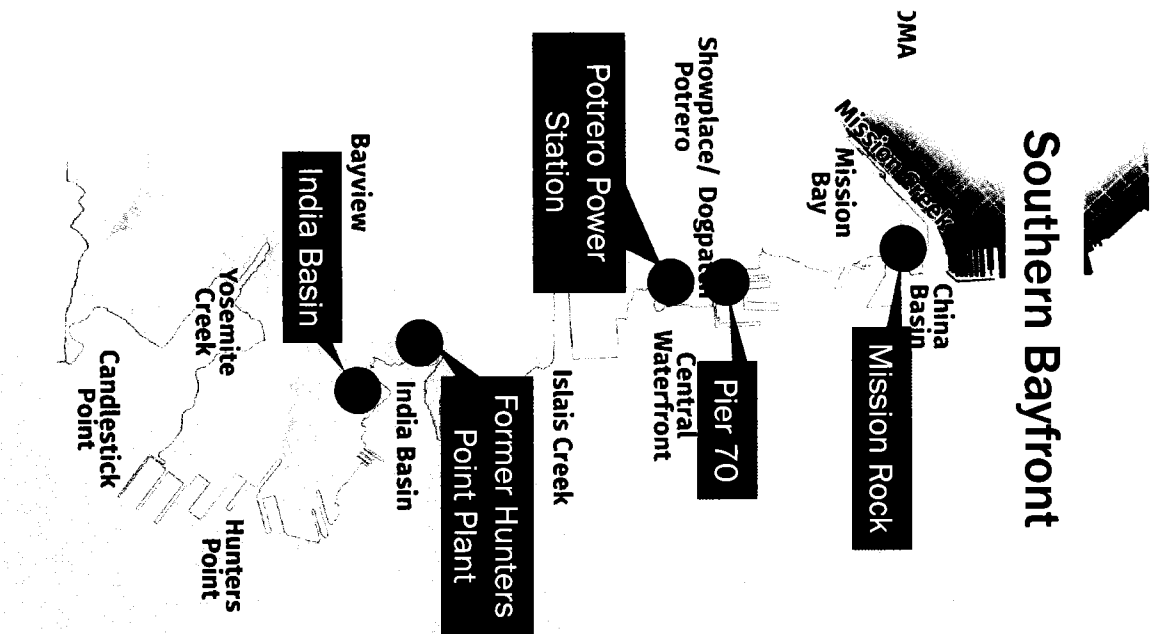
38,000 New Jobs

Office, PDR and retail

520+ New and Renovated Acres of Open Space

Half the size of Golden Gate Park. Nearly all of new public open space in the City

Southern Bayfront



Housing Affordability

33% of all new units will be affordable below 150% AMI

Transportation

Enhance transit networks locally and citywide

Sustainability

Use centralized utility systems to reduce resource consumption

Sea Level Rise

Build resilient communities and fund future protection projects

Negotiation Framework

Community Facilities

Reserve storefront space for public and nonprofit services

Open Space

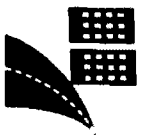
Create a network of public waterfront parks and recreation

Workforce Development

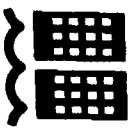
Create project-specific employment opportunities



RESTORATION
OF HISTORIC
BUILDINGS



INFRASTRUCTURE
IMPROVEMENTS



WATERFRONT SITE
RESILIENCY
AND ADAPTIVE
MANAGEMENT

9 AC

WATERFRONT PARK
NETWORK

30%

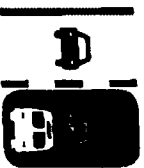
AFFORDABLE
HOUSING UNITS

17%

LOCAL BUSINESS
ENTERPRISE GOAL



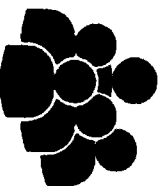
PRIORITIZE
BICYCLISTS AND
PEDESTRIANS



SITEWIDE
TRANSPORTATION
DEMAND MANAGEMENT
PROGRAM



ARTS, CULTURE,
MANUFACTURING, AND
LOCAL RETAIL



NOONAN COMMUNITY
PRESERVED IN NEW
ONSITE SPACE

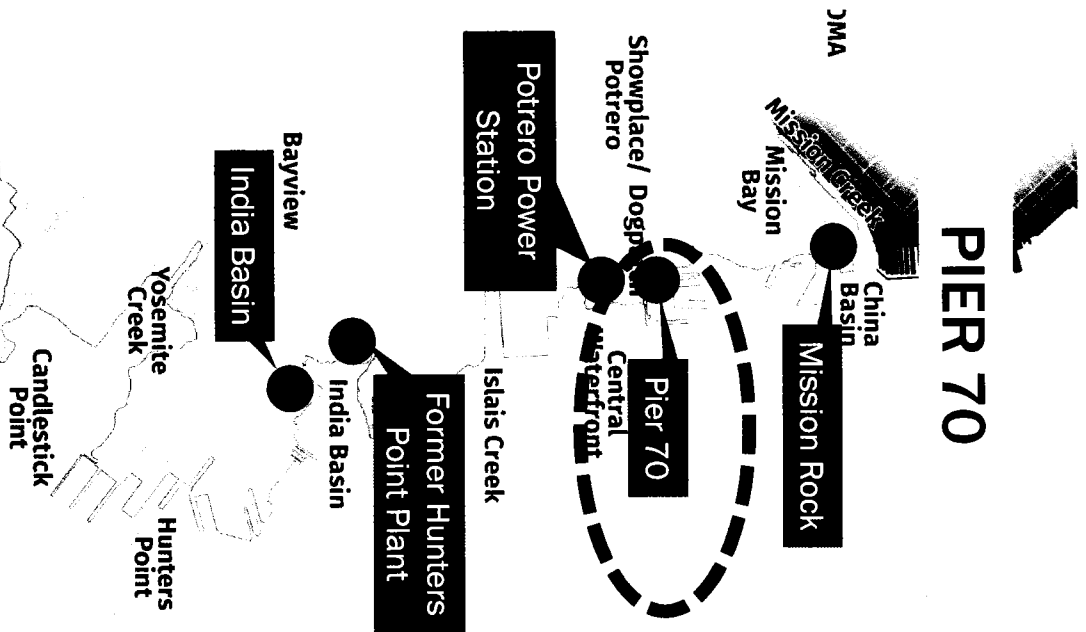


JOB CREATION
AND WORKFORCE
PROGRAMS



LOCAL SMALL
BUSINESS MARKETING
PROGRAM FOR RETAIL

PIER 70



Housing Affordability

30% of all new units will be affordable at or below 80% AMI; Units & marketing focused towards D10

Historic Resources

Union Iron Works District
Historic Building Rehab
Irish Hill commemoration

Transportation

\$45M (\$90M total) to pay for specified transit, bike and ped connections.

Community Facilities

Arts & Culture Building
On-Site Child Care
\$2.5M towards ngd ctr

Sustainability

Grey-blackwater system
LED/efficient st lights
Thermal water system

Open Space

9 acres total
-1 acre playground
-Irish Hill experience
-Bay Trail connections

Sea Level Rise

Accommodates 66" rise plus 100 yr flood
CFD provides over \$2B for shoreline protection

Workforce Development

30% Local Hire req'd
Local Business (LBE)
First Source- Retail, Off
Small Business Plan

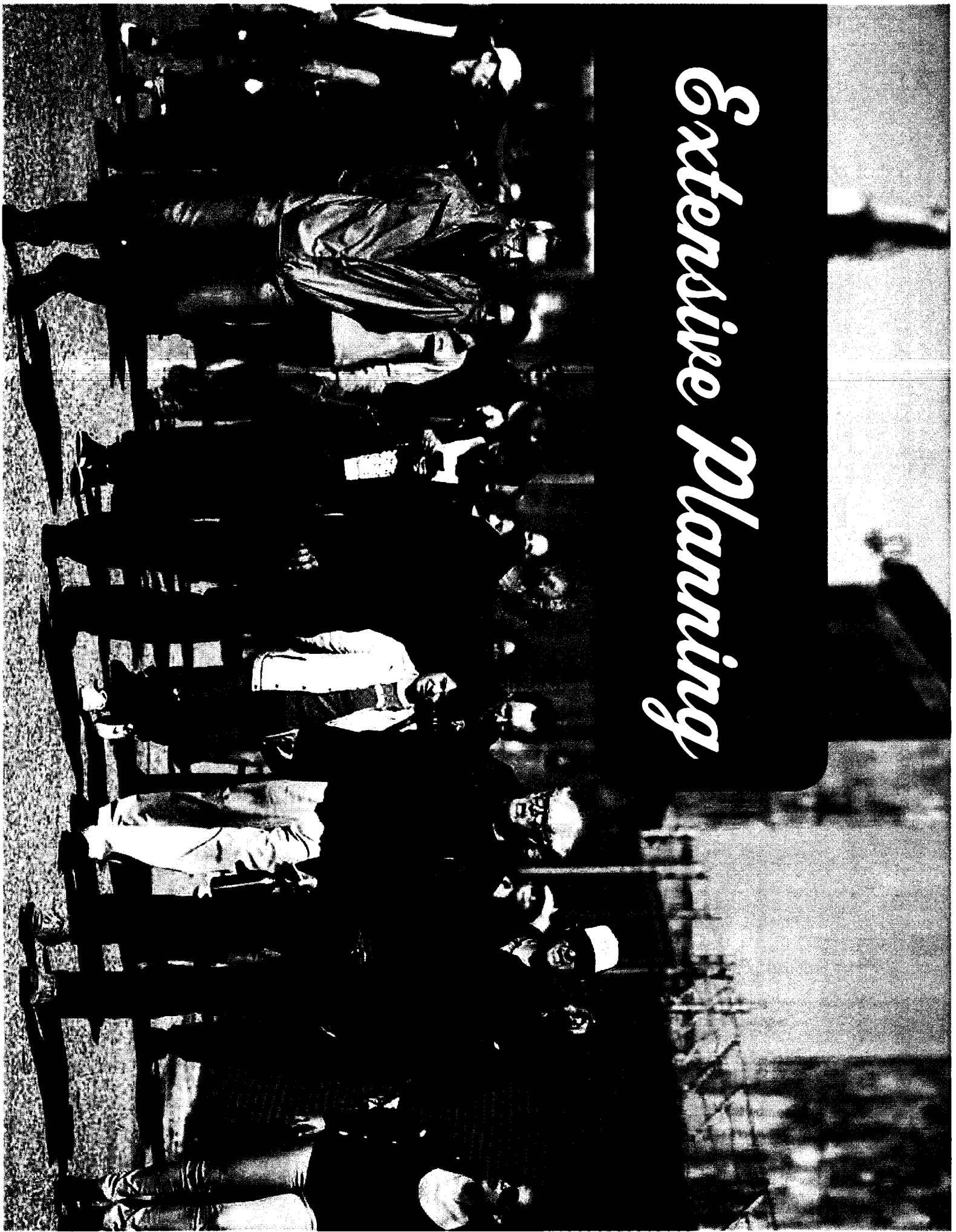


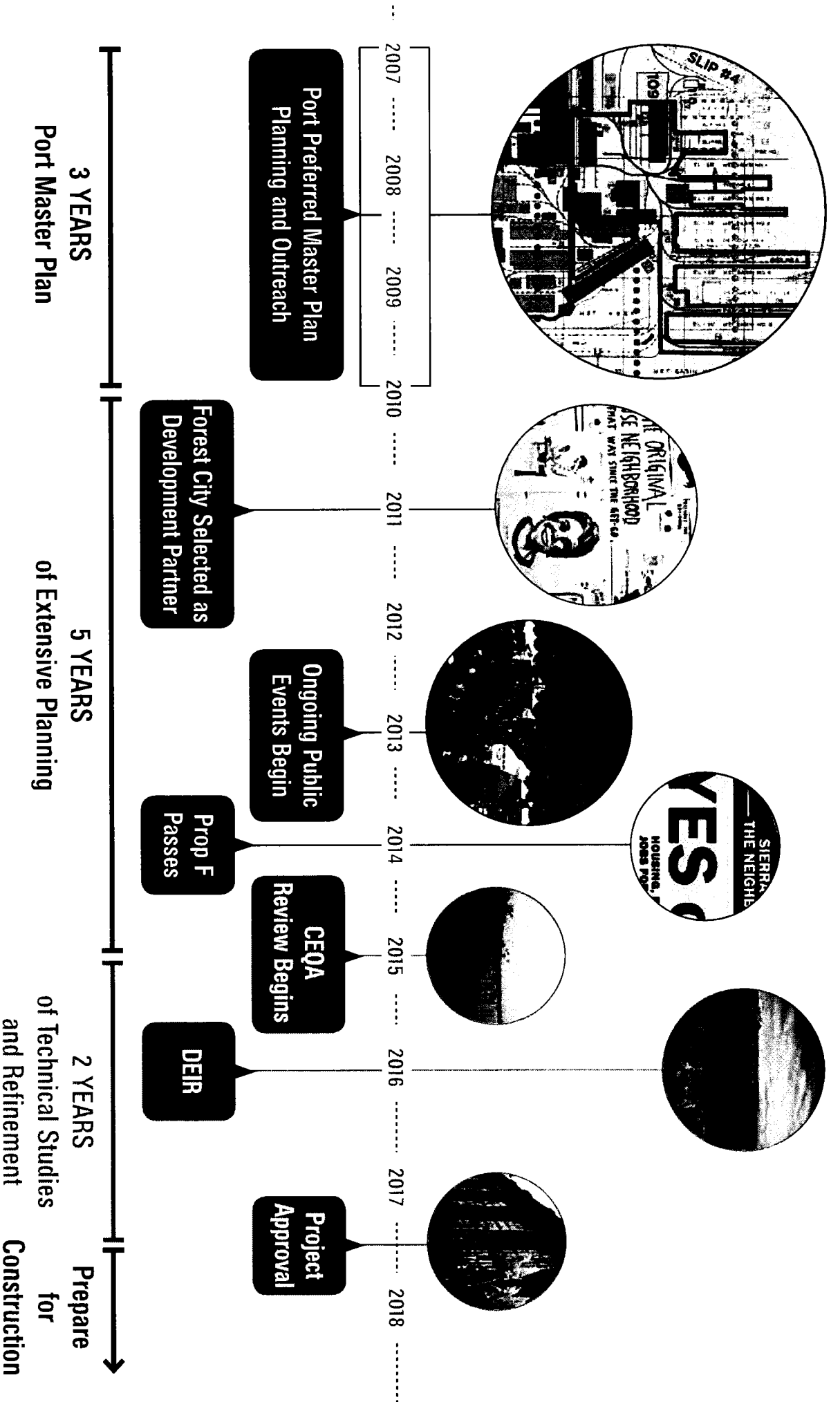
+ PIER 70

**PLANNING COMMISSION
HEARING**

August 24, 2017

Extensive Planning





GATHERINGS

community meetings

workshops

artist narratives

photo journal

open houses

events

STAKEHOLDERS

residents

artists/artisans

community stakeholders

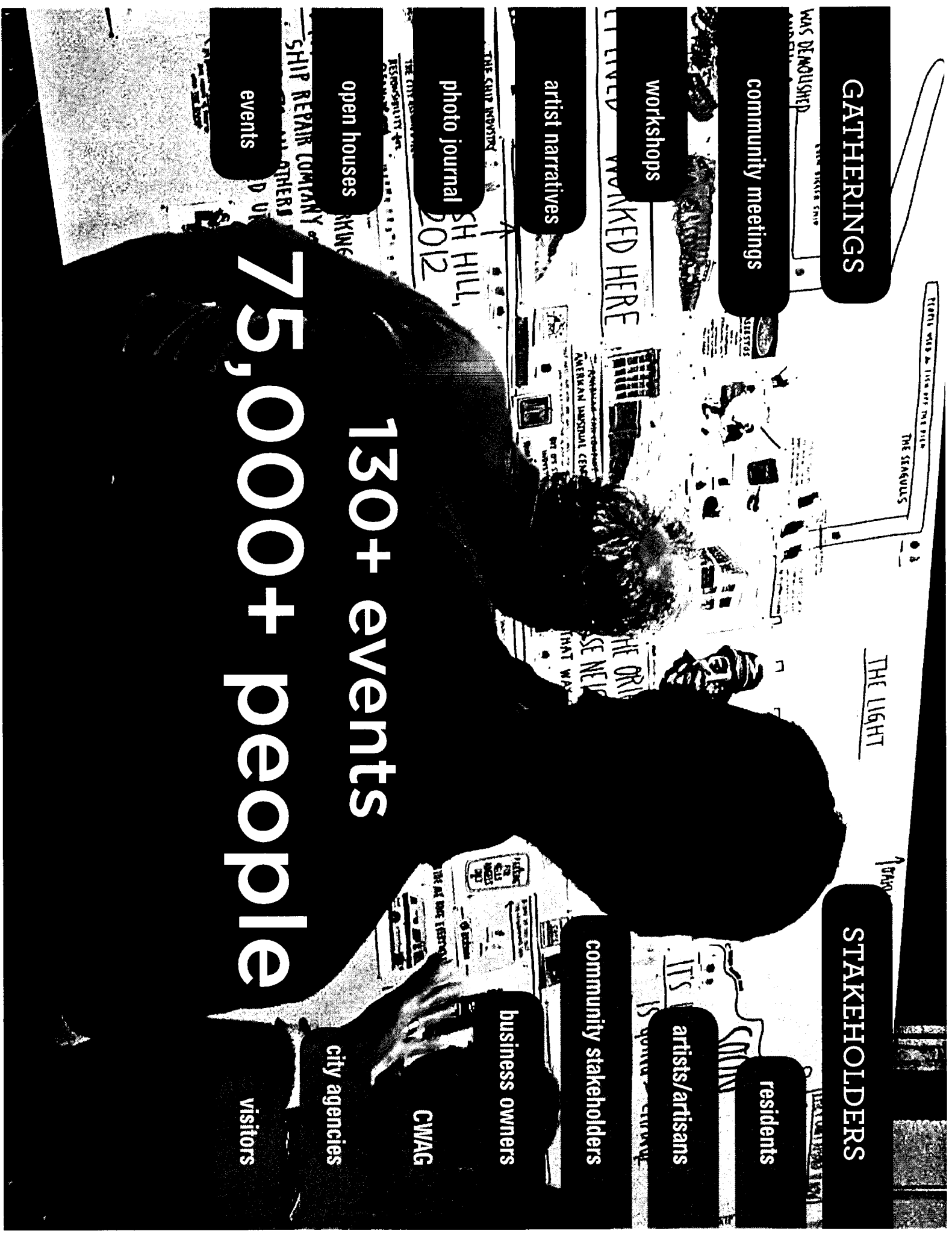
business owners

CWAG

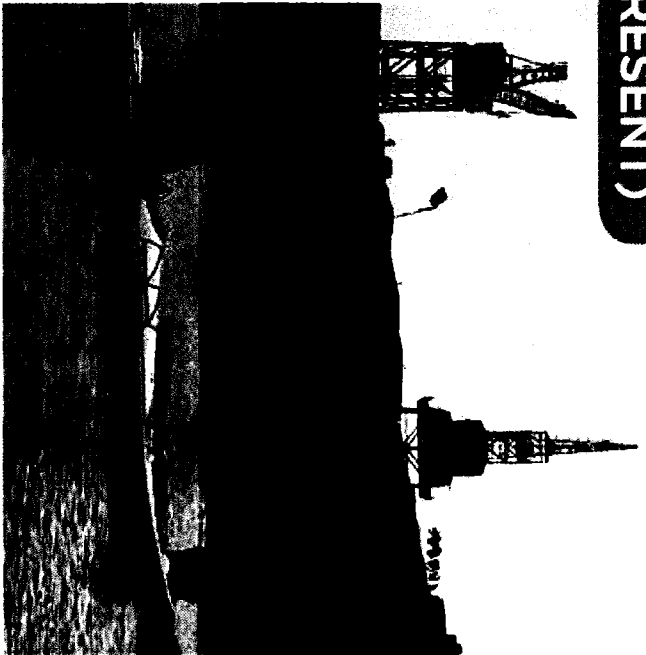
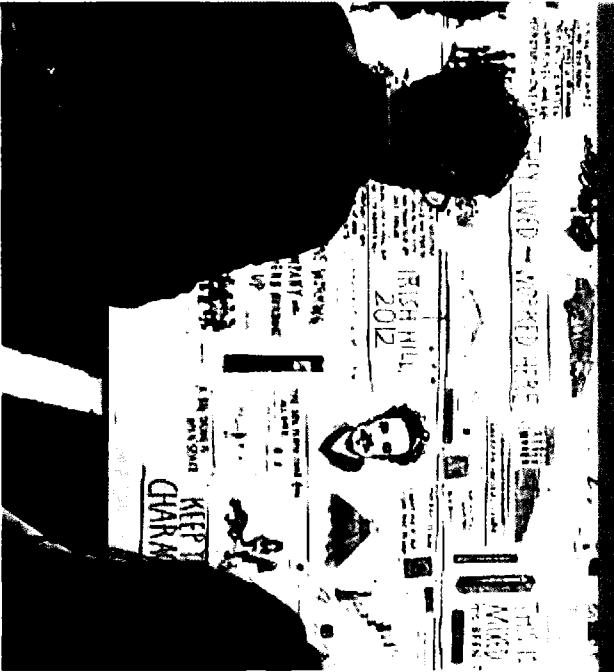
city agencies

visitors

130+ events
75,000+ people



PIER 70 EVENTS (2013-PRESENT)



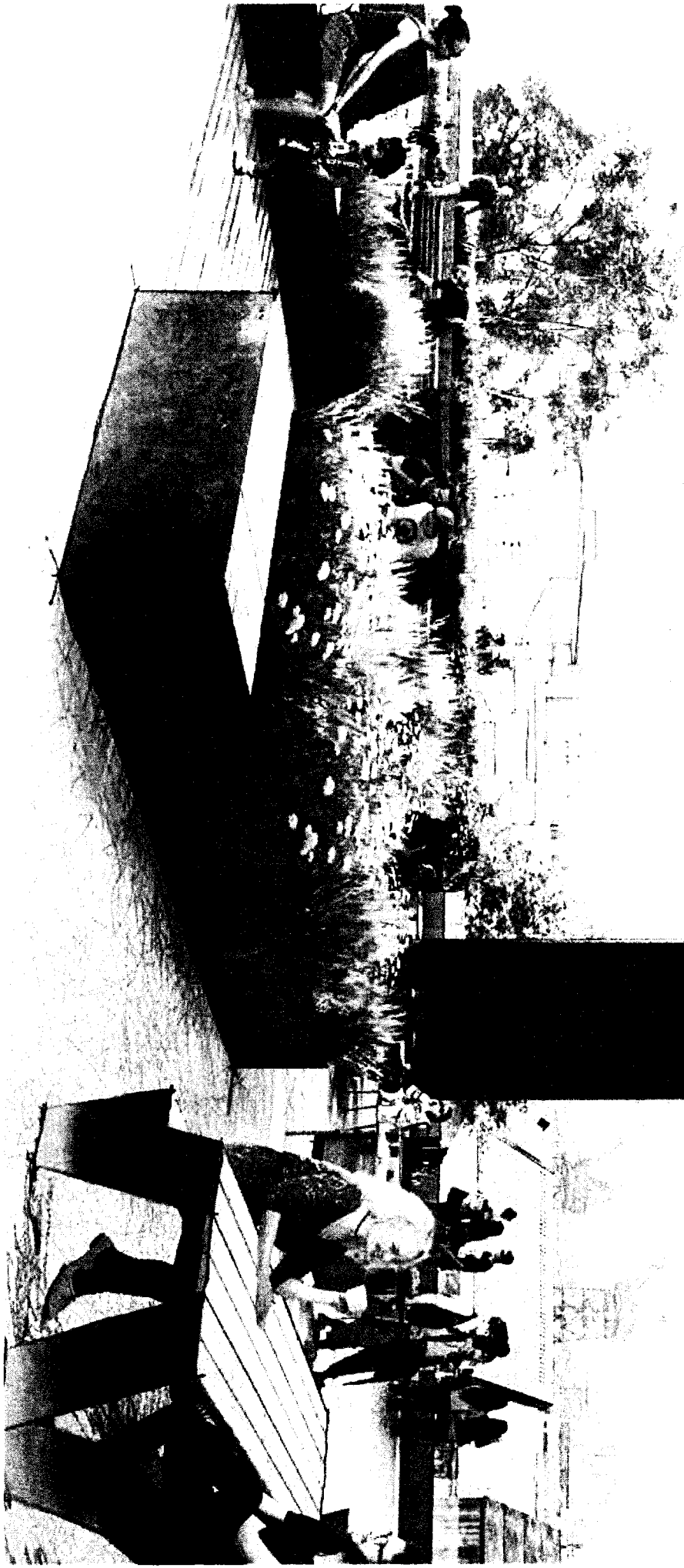


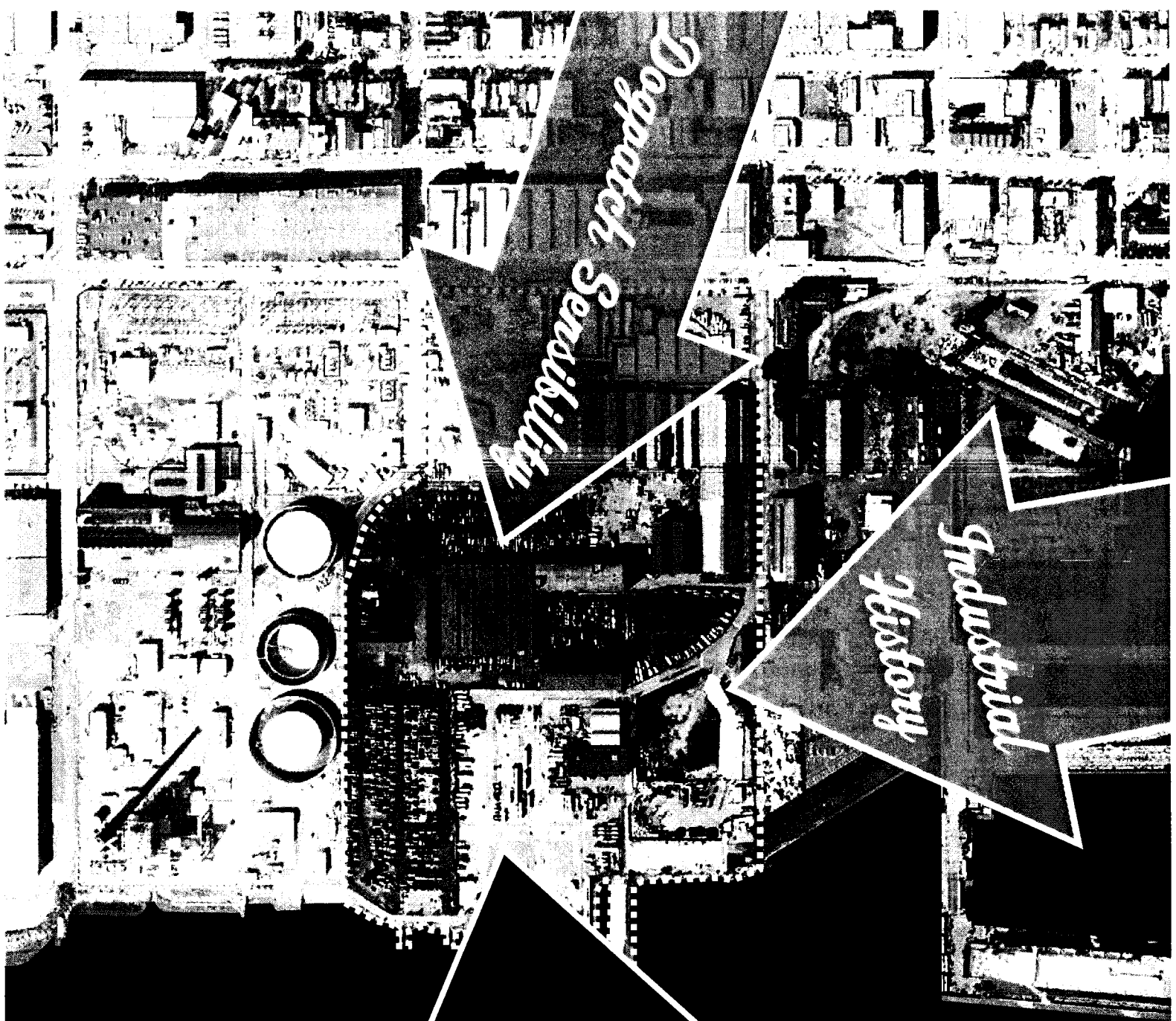
PROP F (2014)

Passes with
73% support

- ↘ 90' MAXIMUM HEIGHT
- ↘ NINE ACRES OPEN SPACE
- ↘ 30% AFFORDABLE HOUSING
- ↘ LOCAL HIRE COMMITMENT
- ↘ REHABILITATE HISTORIC BUILDINGS
- ↘ NOONAN ARTISTS COMMUNITY PRESERVED
- ↘ 1-2 MILLION SF COMMERCIAL SPACE
- ↘ 1,000-2,000 RESIDENTIAL UNITS

*Making a
Great Place*





Dogpatch Sensibility

Industrial History

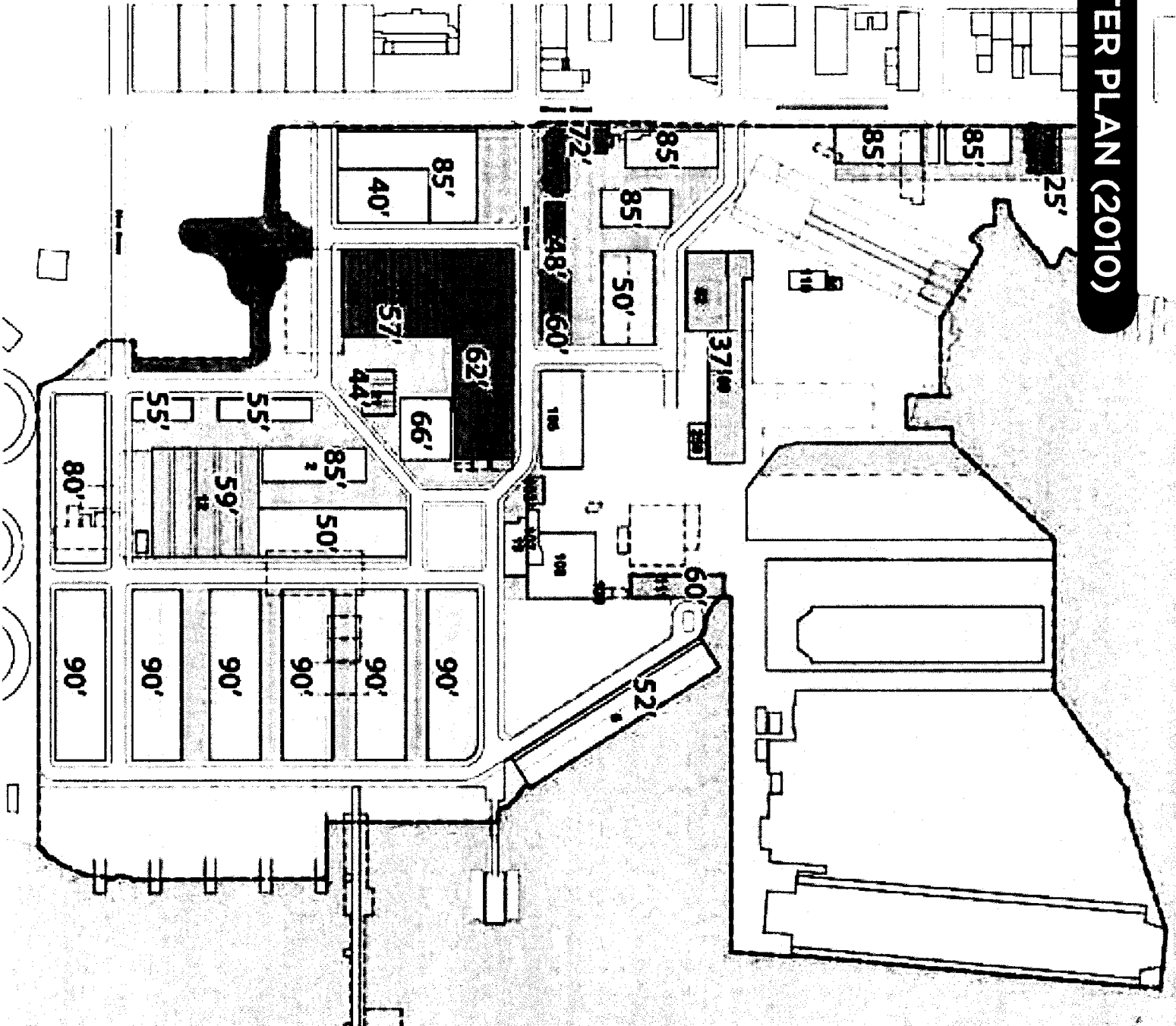
New Urban Waterfront

Pier 70 ...where
industrial history and
Dogpatch sensibility
meet at the water

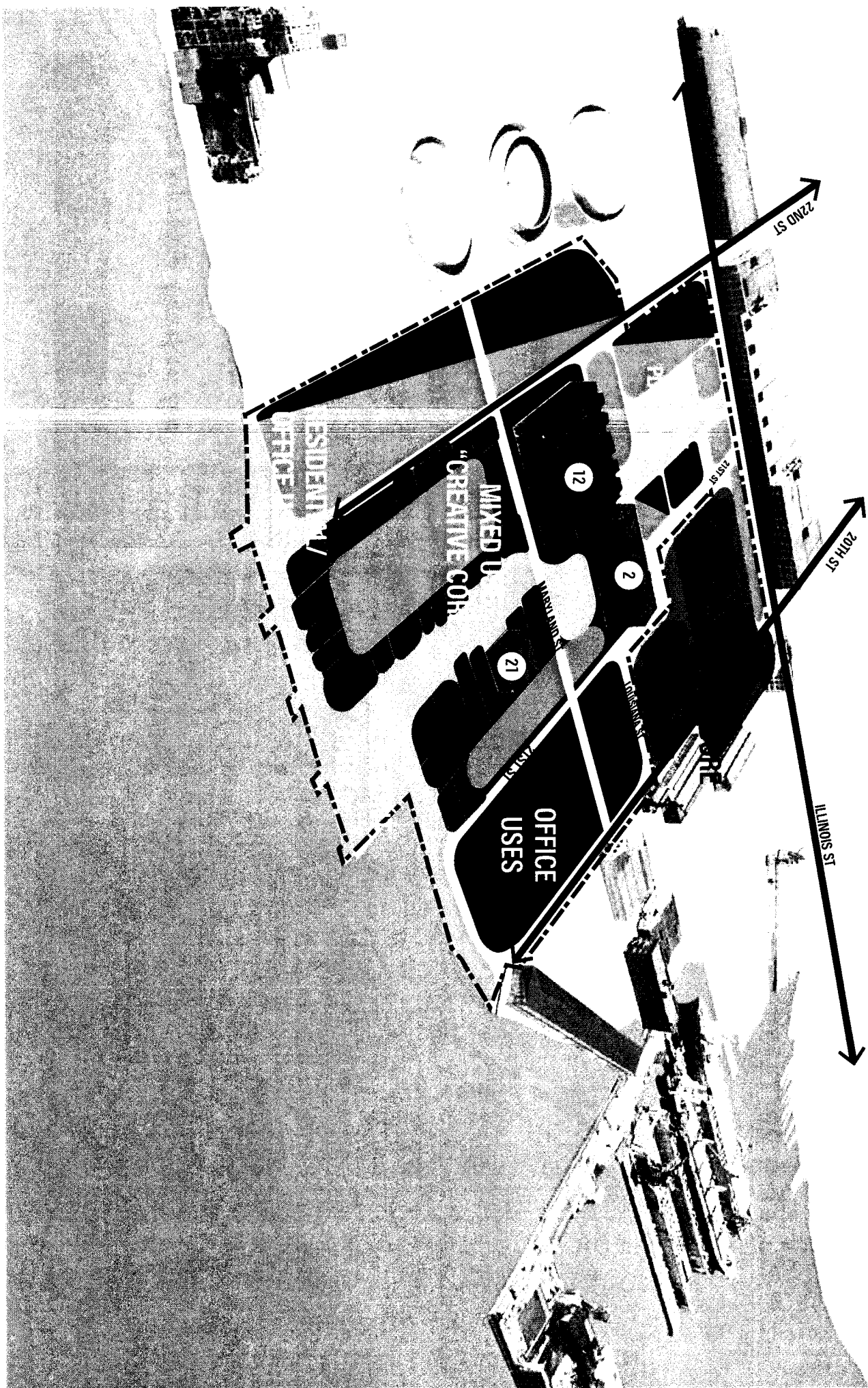
PORT PREFERRED MASTER PLAN (2010)

Guidance Regarding Waterfront Site

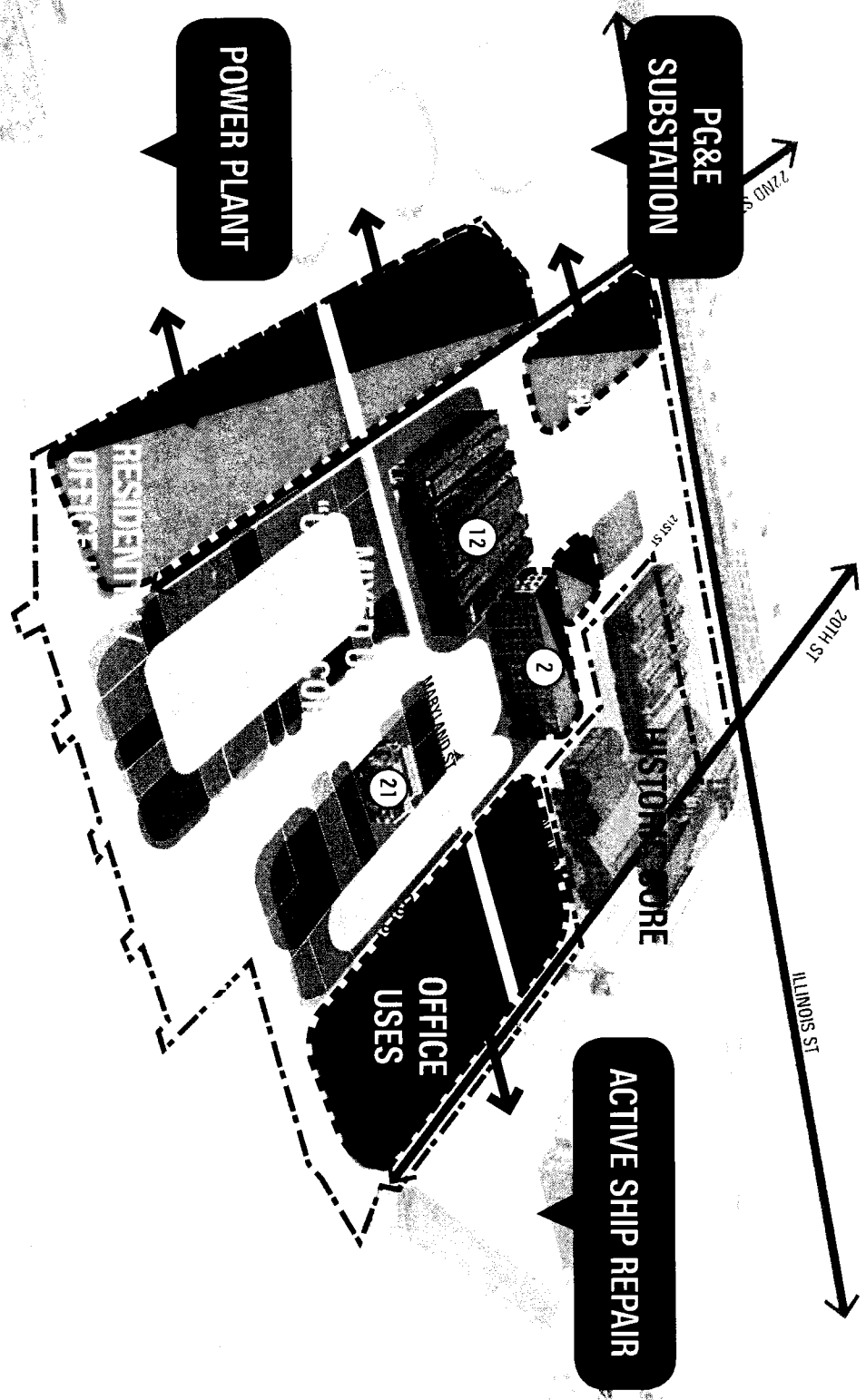
- ➔ All Commercial Buildings
- ➔ No Residential Component
- ➔ Row of 90' Buildings
- ➔ Limited Arts or Production Distribution and Repair
- ➔ Linear Waterfront Open Space



CONCEPT FRAMEWORK

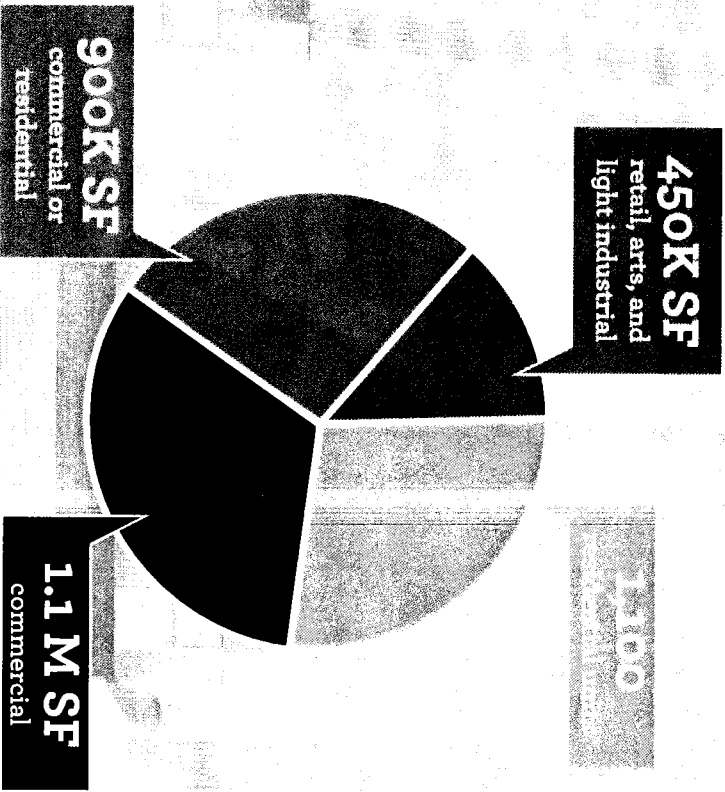


CONCEPT FRAMEWORK

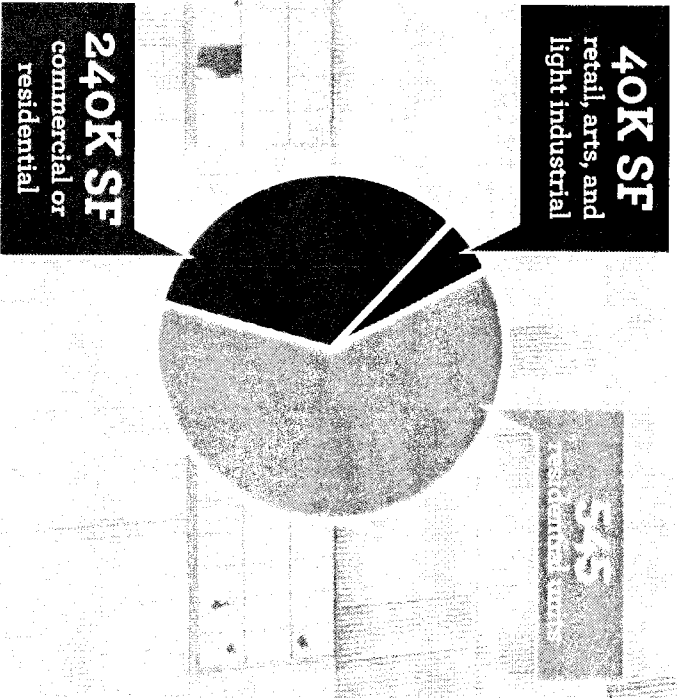


PROGRAM OVERVIEW

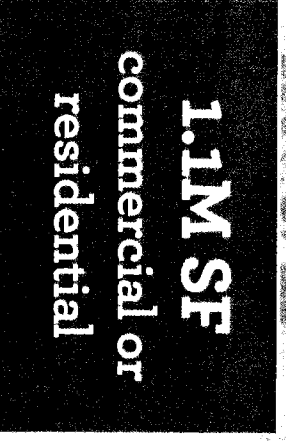
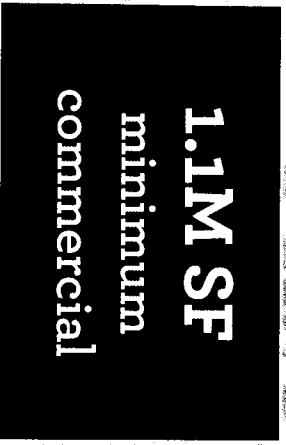
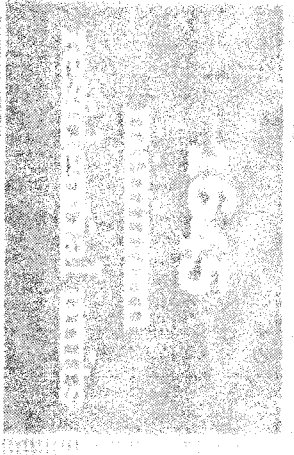
Waterfront Site



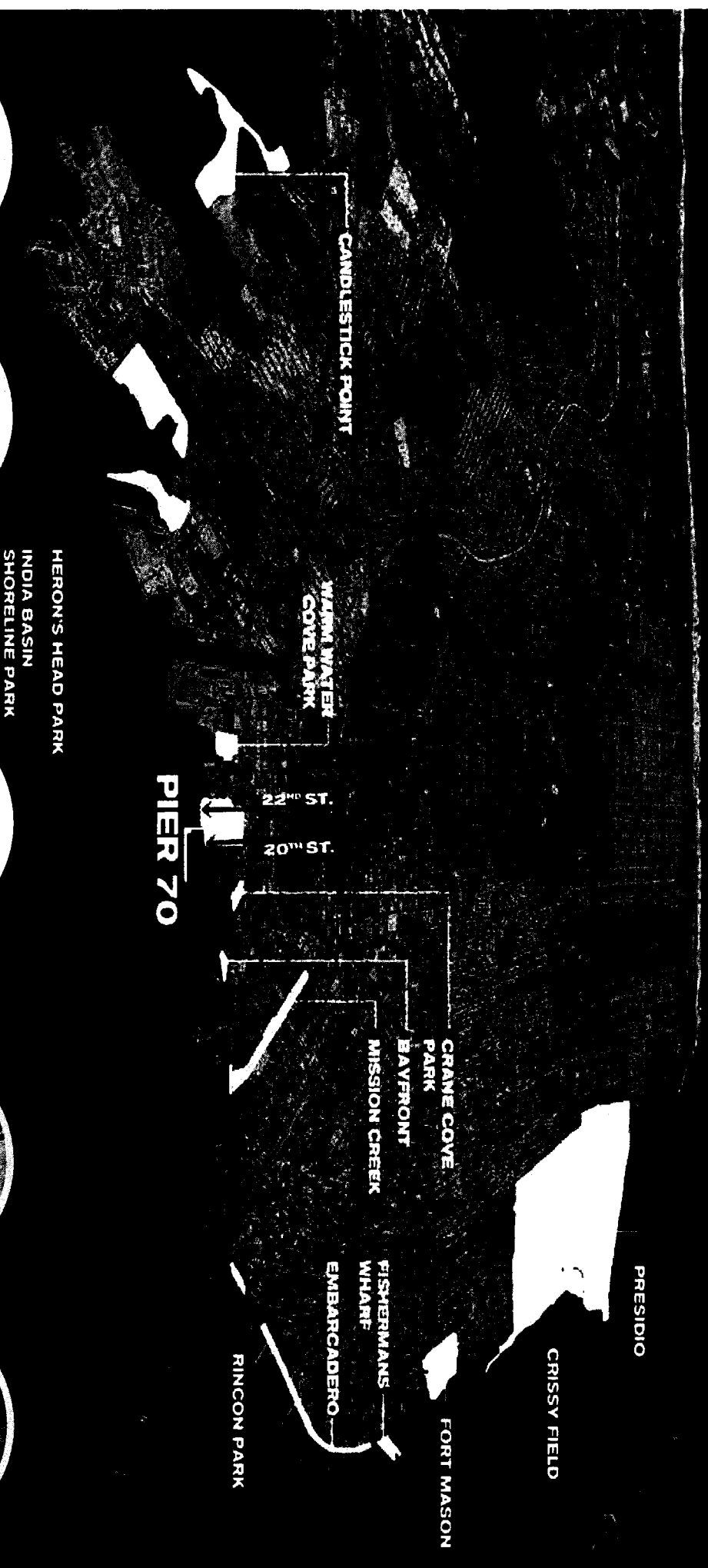
Illinois Parcels



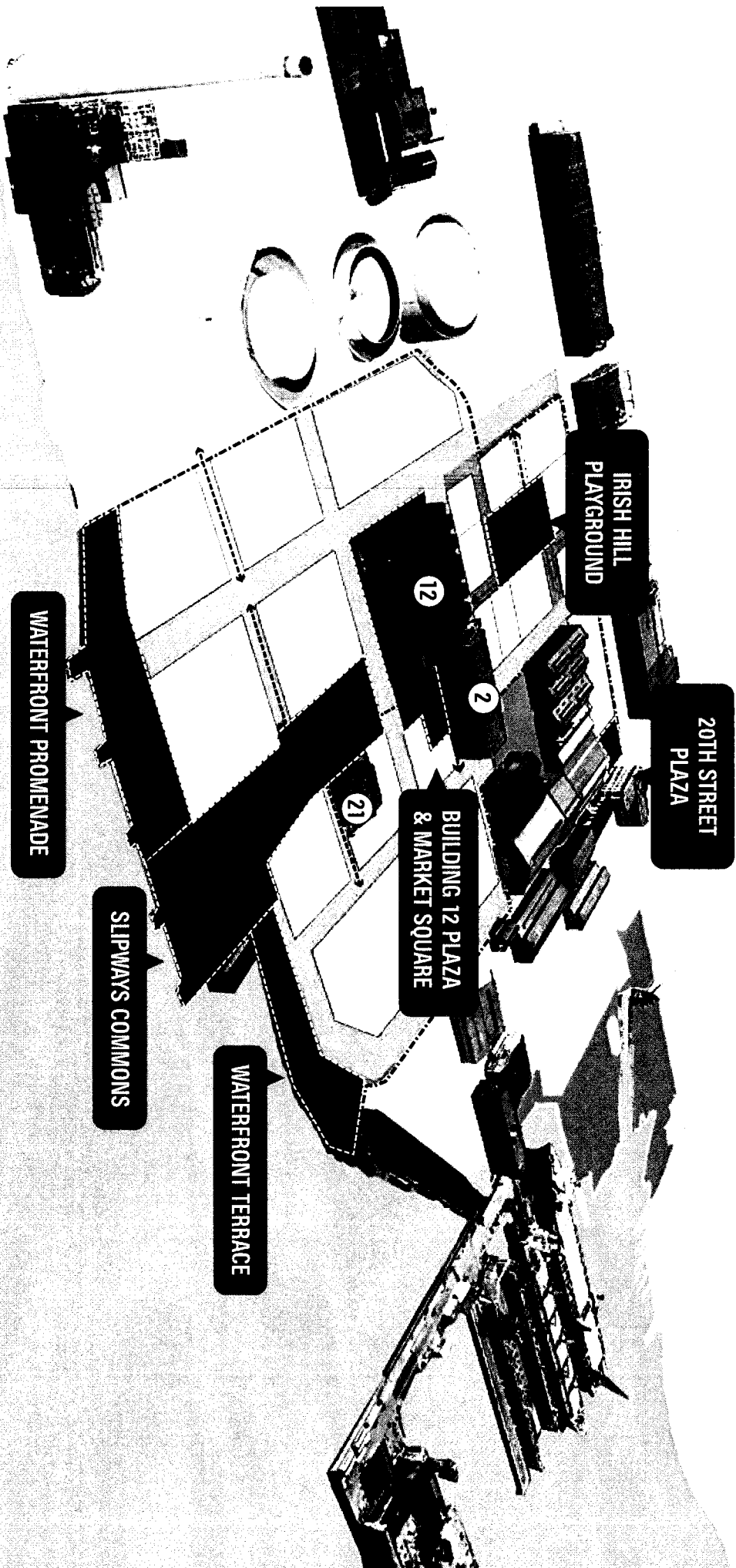
Total SUD Program:



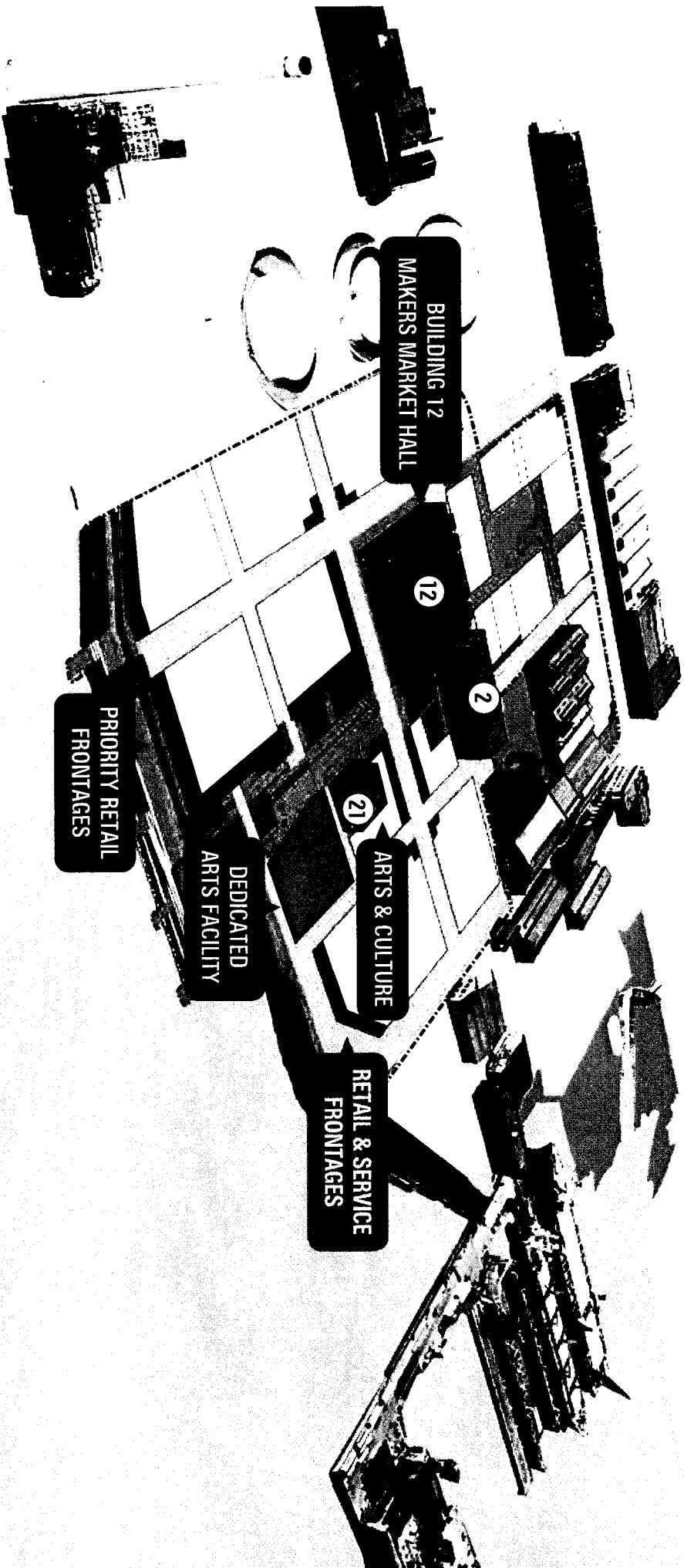
Local post-industrial waterfront at Pier 70....

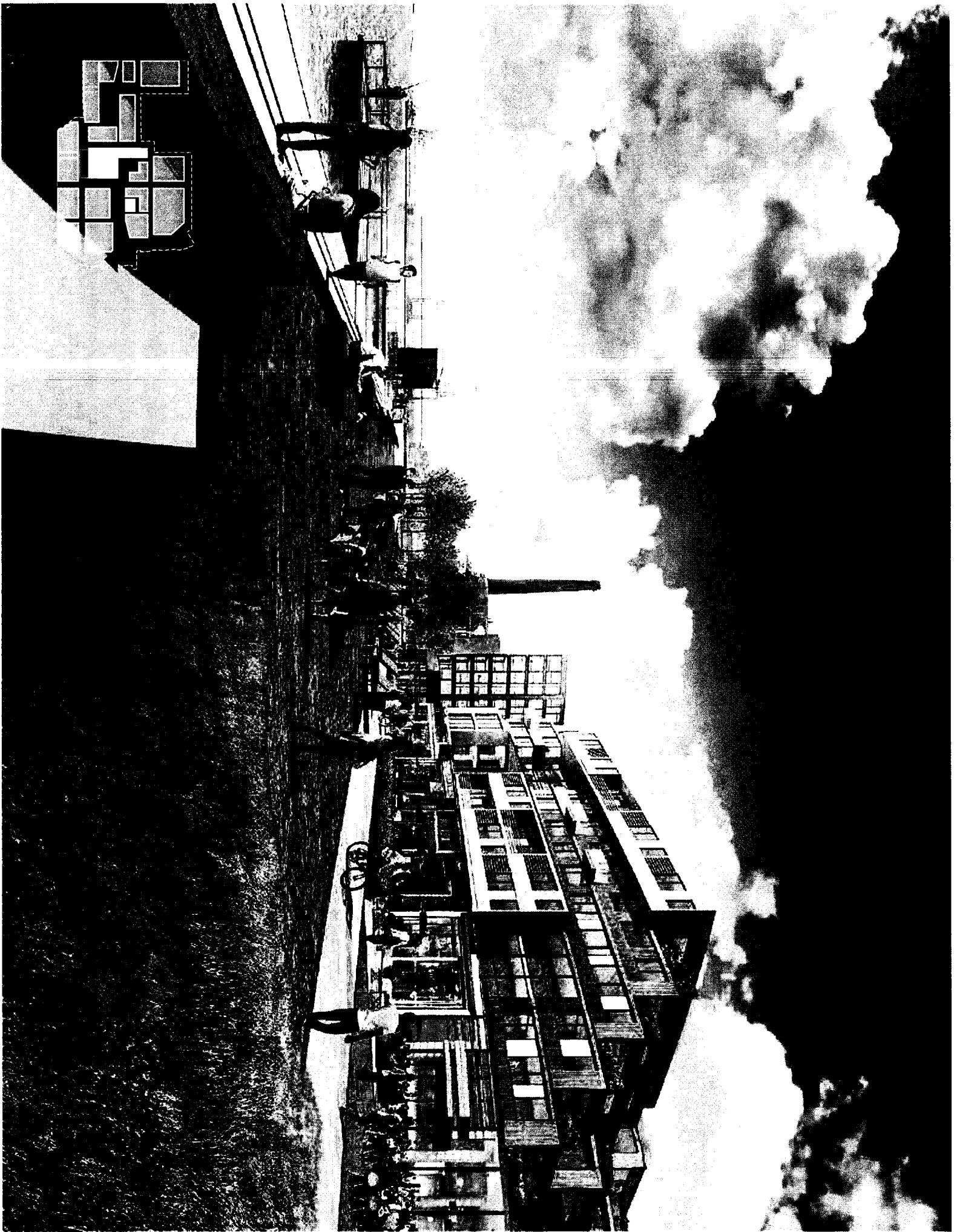


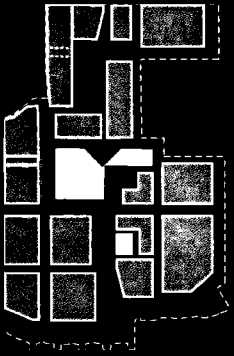
SIX PARKS IN ONE



RETAIL, ARTS, AND LIGHT INDUSTRIAL







MAKER'S
MARKET

The Pier 70 D4D
 regulates use, open space, streetscape
 & parking, and architectural
 design.

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	Bicycle Parking and Car Share				
	General Parking and Loading Access				

ARCHITECTURAL FRAMEWORK



MASSING



MODULATION



MATERIALITY

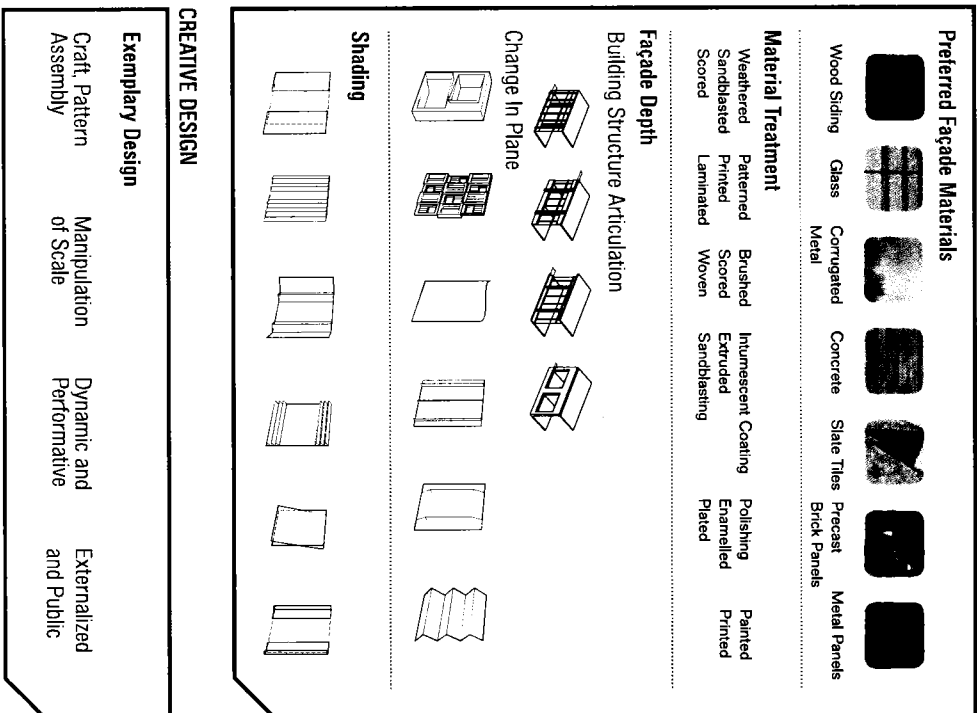
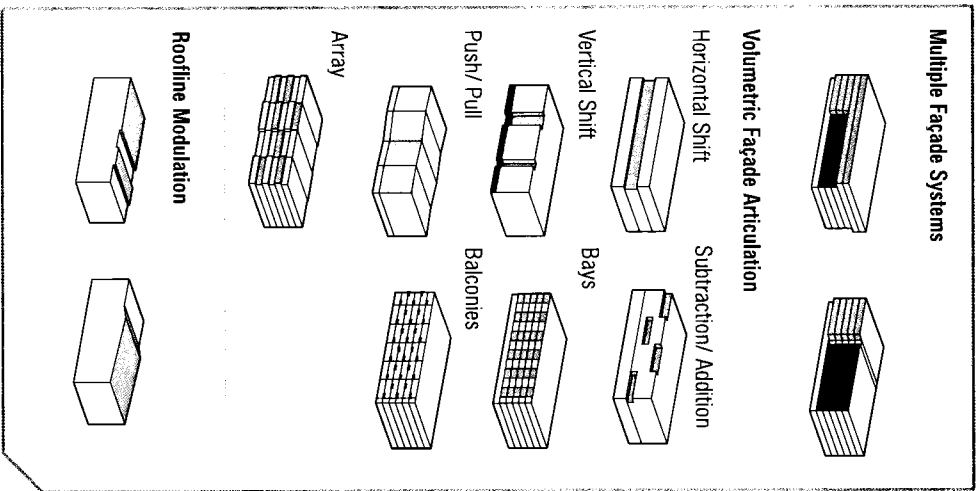
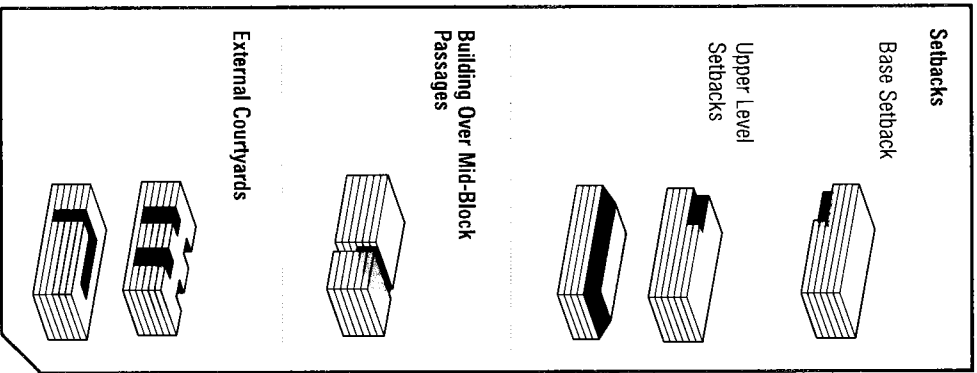
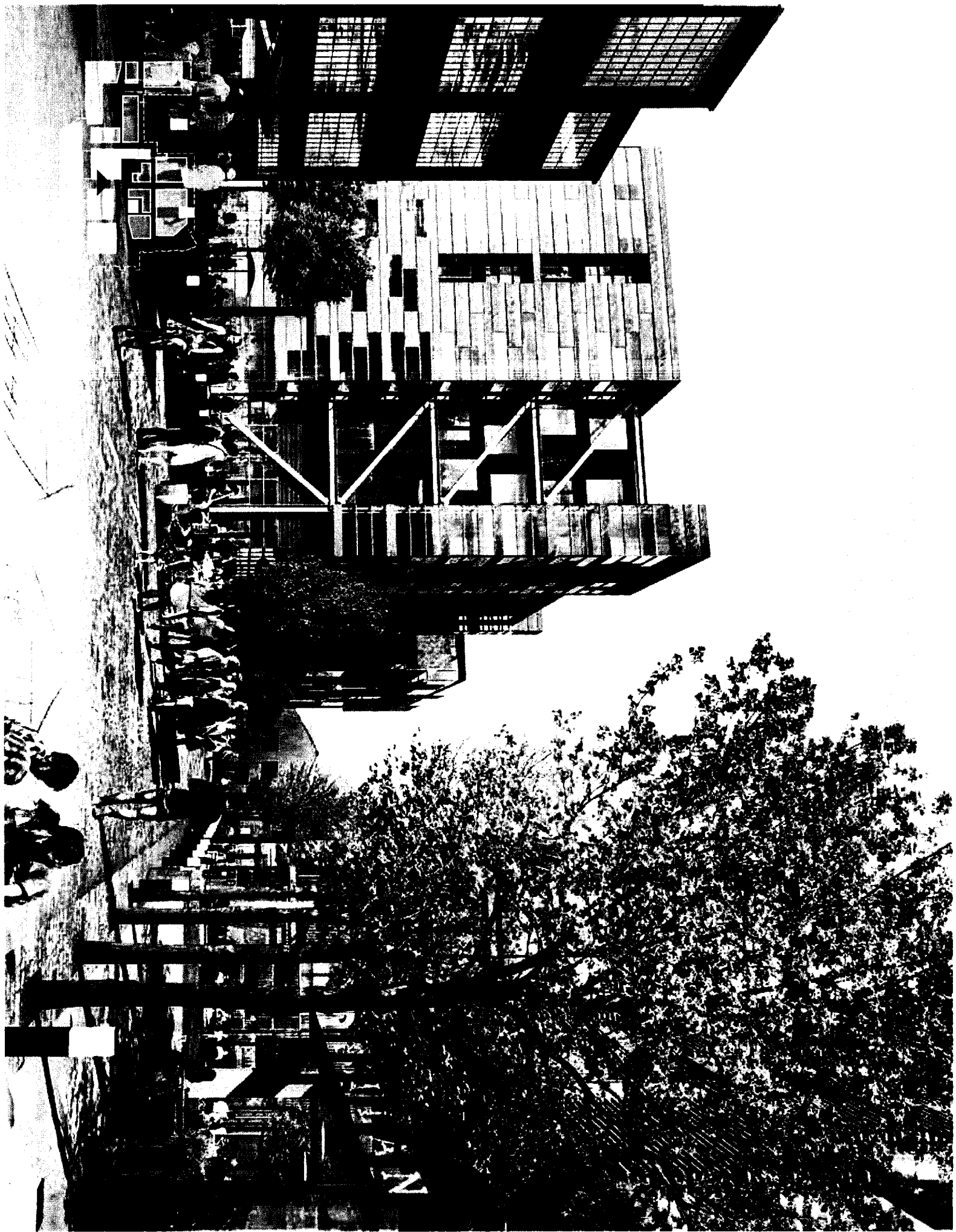
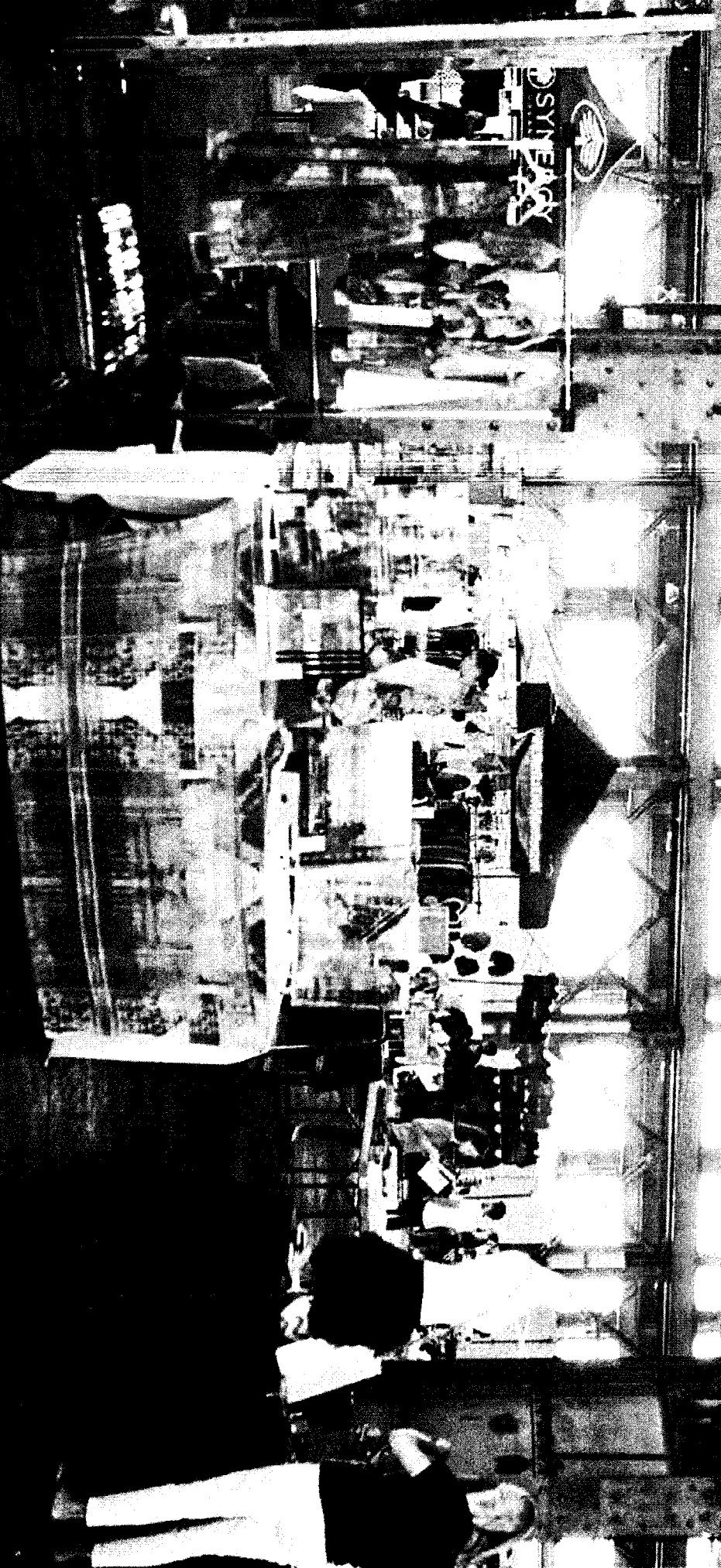


FIGURE 6.18.5: Summary of Facade Design Strategies by Category





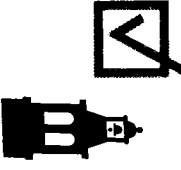
Delivering Public Benefits



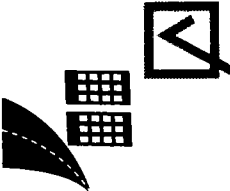
Public Benefits

PROP F COMMITMENTS


RESTORATION OF HISTORIC BUILDINGS



INFRASTRUCTURE IMPROVEMENTS



WATERFRONT SITE RESILIENCY AND ADAPTIVE MANAGEMENT



WATERFRONT PARK NETWORK

9 AC


AFFORDABLE HOUSING UNITS

30%

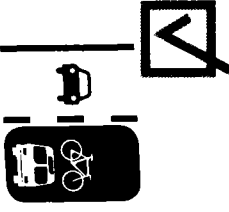
LOCAL BUSINESS ENTERPRISE GOAL

17%

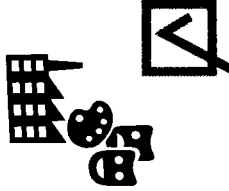
PRIORITIZE BICYCLISTS AND PEDESTRIANS



SITEWIDE TRANSPORTATION DEMAND MANAGEMENT PROGRAM



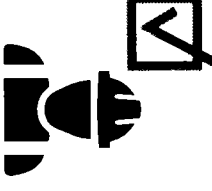
ARTS, CULTURE, MANUFACTURING, AND LOCAL RETAIL



NOONAN COMMUNITY PRESERVED IN NEW ONSITE SPACE



JOB CREATION AND WORKFORCE PROGRAMS



LOCAL SMALL BUSINESS MARKETING PROGRAM FOR RETAIL



TRANSIT & TDM

Transportation Demand Management

- ESTABLISHMENT OF PIER 70 TMA
- ON-SITE SHUTTLE TO REGIONAL TRANSIT
- MARKETING & EDUCATION MATERIALS
- PROHIBIT RPP WITHIN PIER 70
- ANNUAL MONITORING

Impact Fees

- APPROX. \$50 MILLION
- GENERATED TO IMPROVE TRANSIT & TRANSPORTATION NETWORK

Mitigation Measures

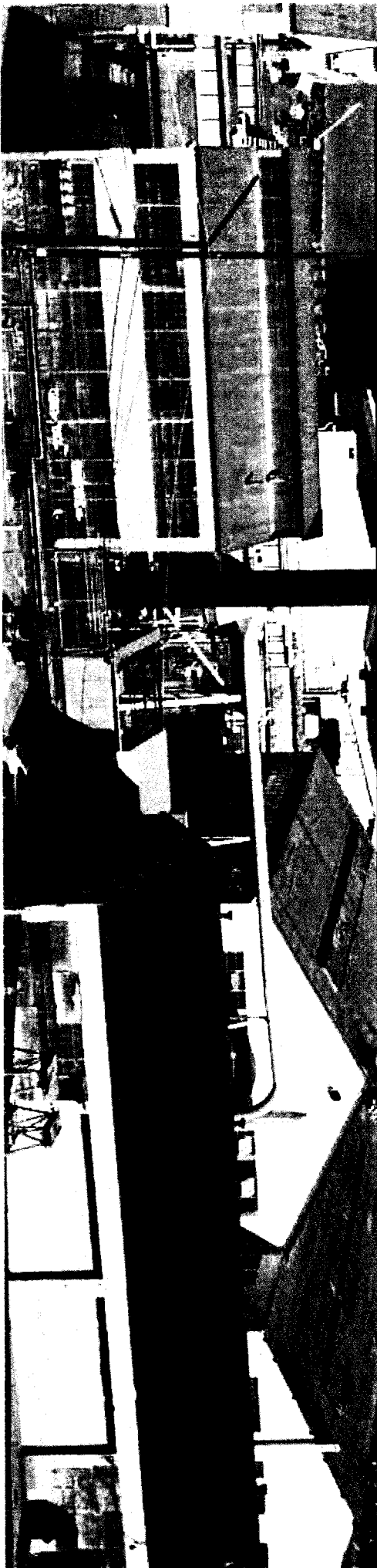
- 20% REDUCTION IN PROJECT TRIPS
- NEW MUNI BUSES
- INTERSECTION IMPROVEMENTS & SIGNALIZATION

Reduced Parking Ratios

- RESIDENTIAL : **0.6/unit**
[0.75/unit previously]
- COMMERCIAL : **1/1,500 SF**
[1/1,000 SF previously]
- RETAIL, ARTS, NONE PERMITTED AND LIGHT INDUSTRIAL : [1/1,000 SF previously]

POTENTIAL PROJECTS FUNDED BY PIER 70 TSF

- ↘ 16TH STREET FERRY LANDING
- ↘ T-THIRD ENHANCEMENTS
- ↘ 10, 11, 12, AND OTHER MUNI LINES THAT ARE PLANNED TO SERVE 28-ACRE SITE PROJECT NEIGHBORHOOD
- ↘ MUNI METRO EAST
- ↘ MISSION BAY E/W BIKE CONNECTOR
- ↘ TERRY A FRANÇOIS BOULEVARD CYCLE TRACK
- ↘ N/S BIKE CONNECTION ON INDIANA STREET
- ↘ UPGRADED BICYCLE ACCESS ON CAESAR CHAVEZ BOULEVARD
- ↘ PEDESTRIAN IMPROVEMENTS WITHIN DOGPATCH



AFFORDABLE HOUSING COMMITMENTS

PROP F



30%

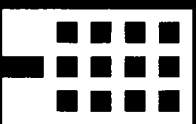
On-site affordable housing



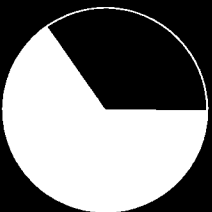
Project dedicates parcels for & funds construction of standalone buildings

20%

of rental units in market-rate buildings



Reserved for inclusionary BMR units, affordable at an average up to 80% AMI



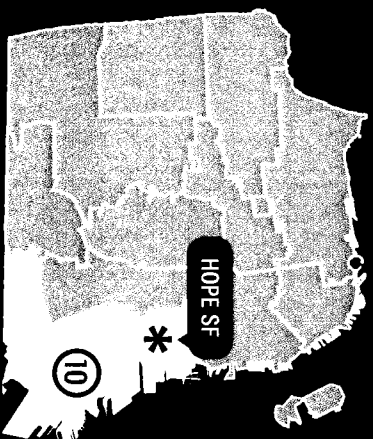
65% Rental housing

\$30-\$40 Million

in funds for Hope SF Rebuild

Potential relocation for Hope SF residents

Potential affordable artist & educator housing



For District 10 households:

Neighborhood preference program
+ Affordable housing marketing program

COST OF PUBLIC BENEFITS

TOTAL COST OF PUBLIC BENEFITS

±\$765
MILLION*

AFFORDABLE HOUSING

\$177 Million

INFRASTRUCTURE & PARKS

\$442 Million

Infrastructure, Shoreline Improvements, Parks, Roads	\$214 Million
Maintenance of Parks and Streets	\$48 Million
Shoreline Adaptation Taxes	\$48 Million
Rehabilitation of historic structures	\$132 Million

CREATIVE & COMMUNITY SPACES

\$49 Million

90K SF arts/community facility funding	\$20 Million
50,000 SF of PDR	\$26 Million
On-site Child Care	\$3 Million

TRANSPORTATION

\$62 Million

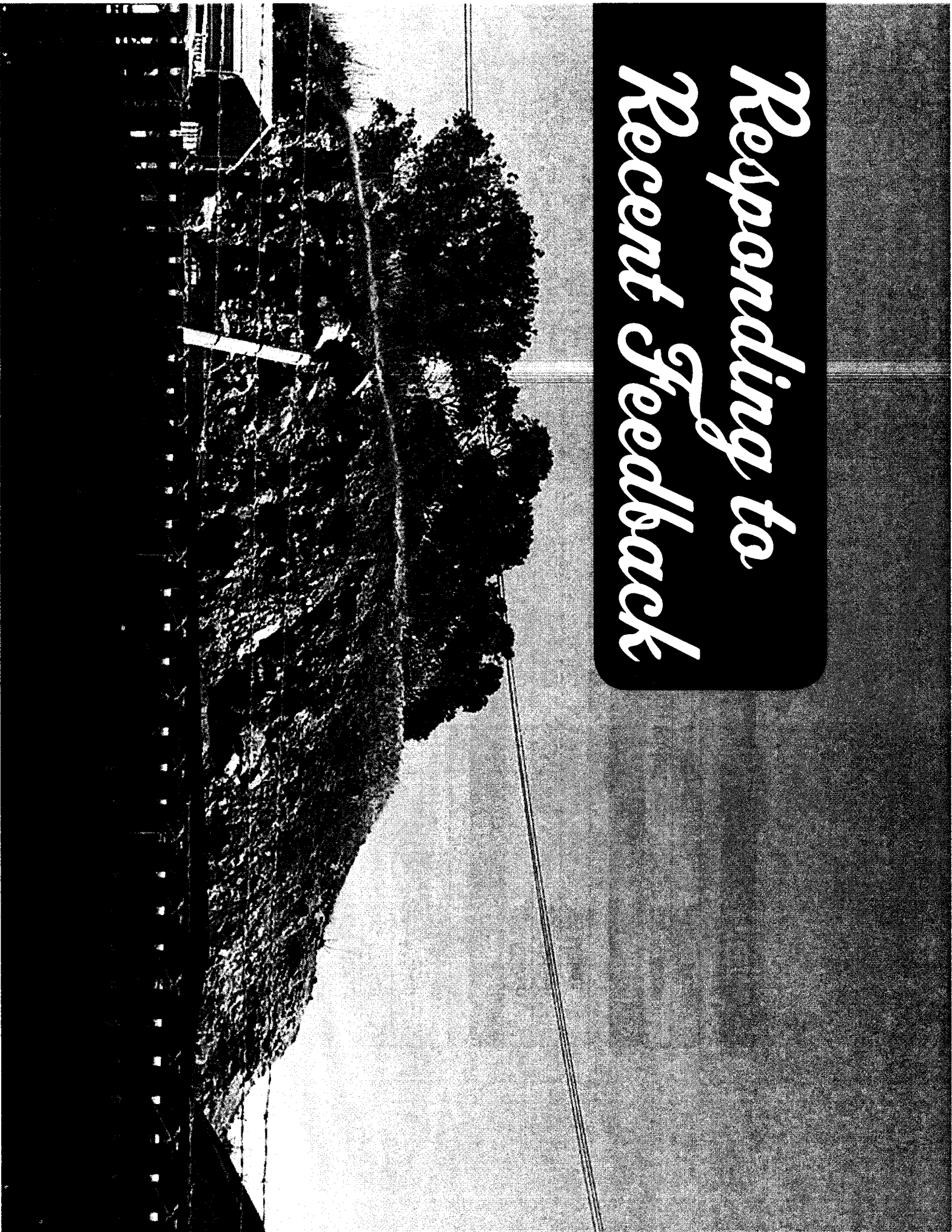
Transportation Demand Management program (20% reduction in project trips)	\$17 Million
Transportation Fees (improvements to T, 10 Muni line, 12 Muni Line etc.)	\$45 Million

WORK FORCE & CONSTRUCTION COMMITMENTS

\$35 Million

*All numbers are projections only.

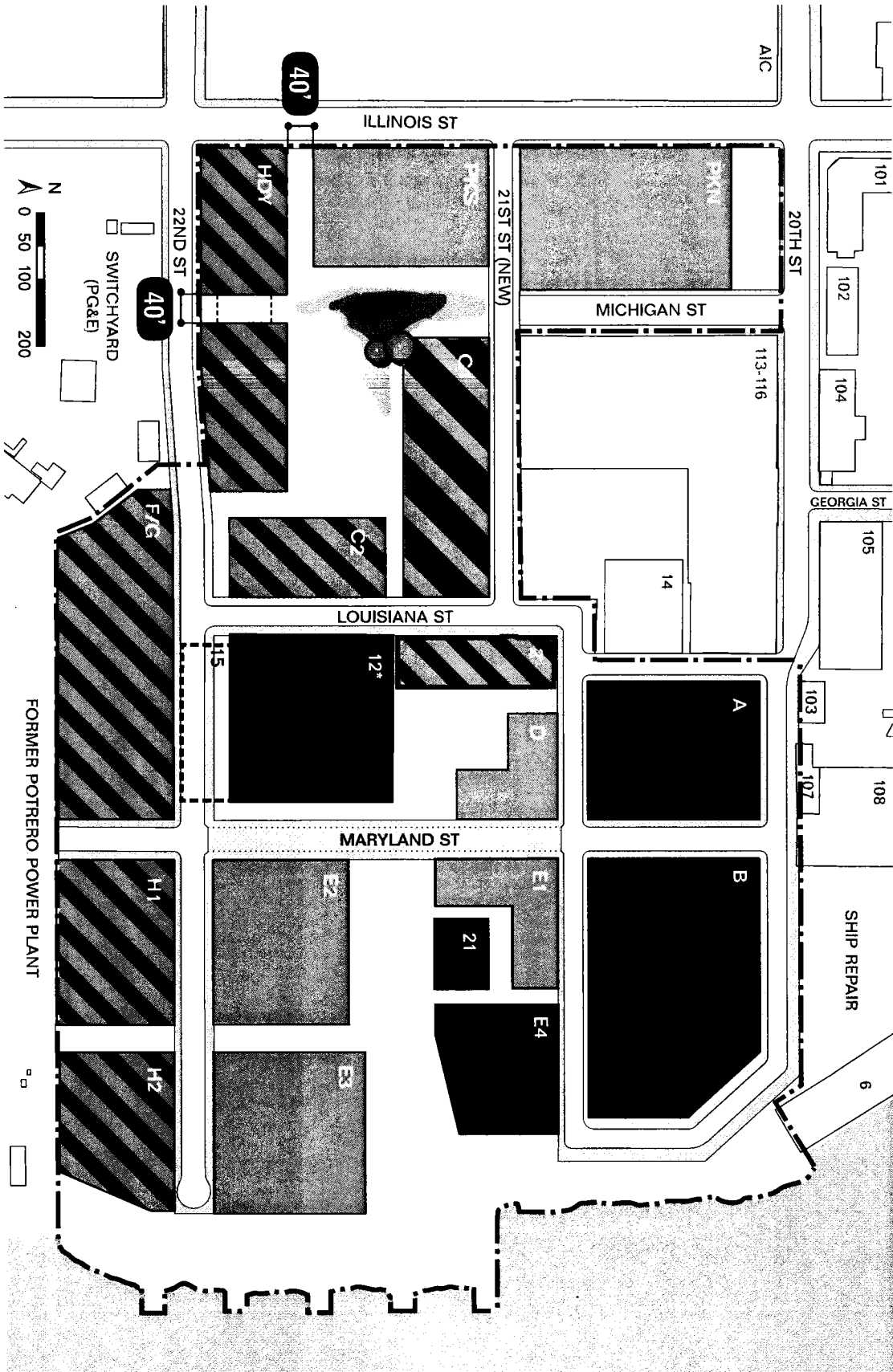
Responding to Recent Feedback



IRISH HILL TODAY

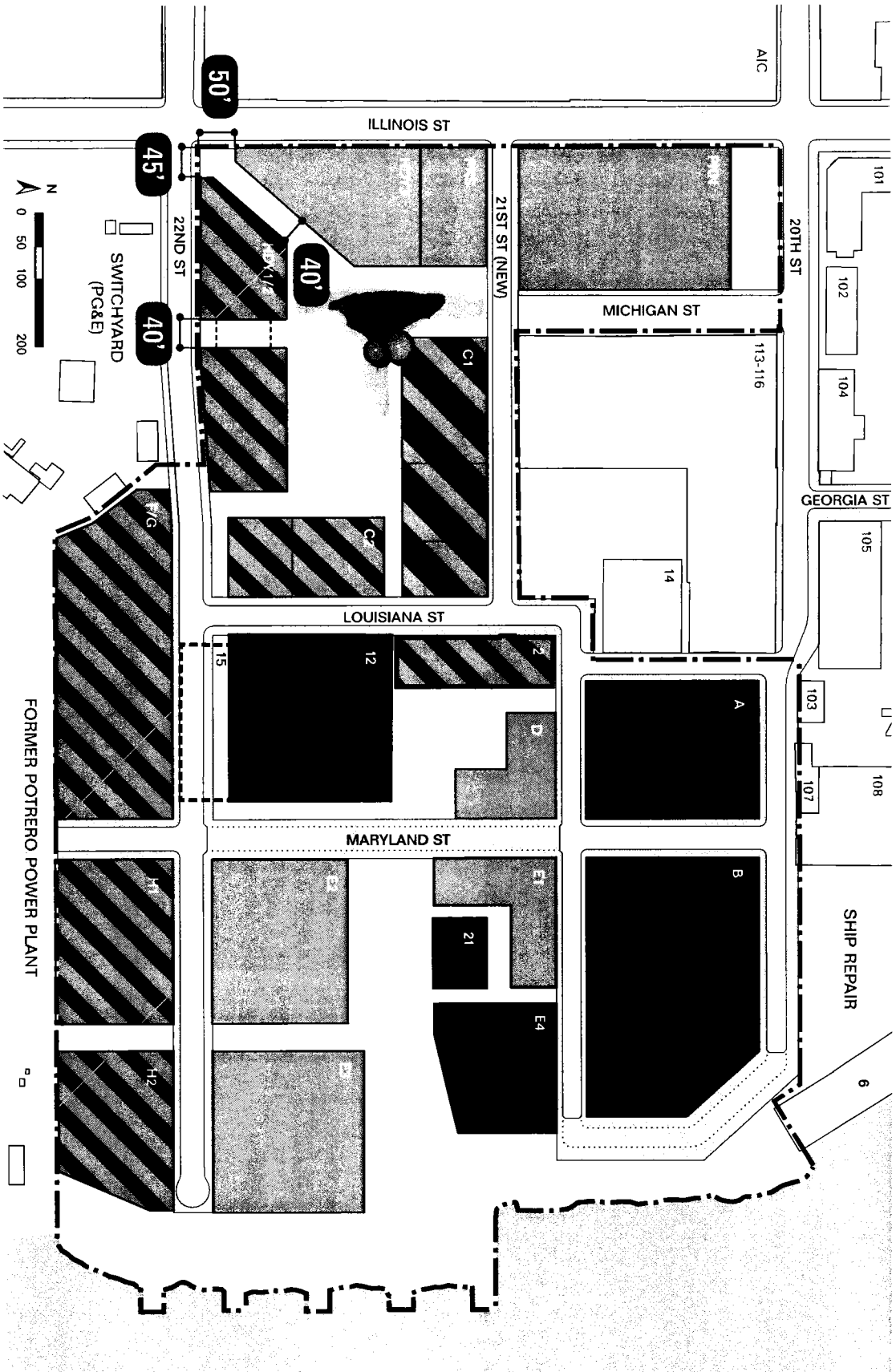


PREVIOUS SITE PLAN



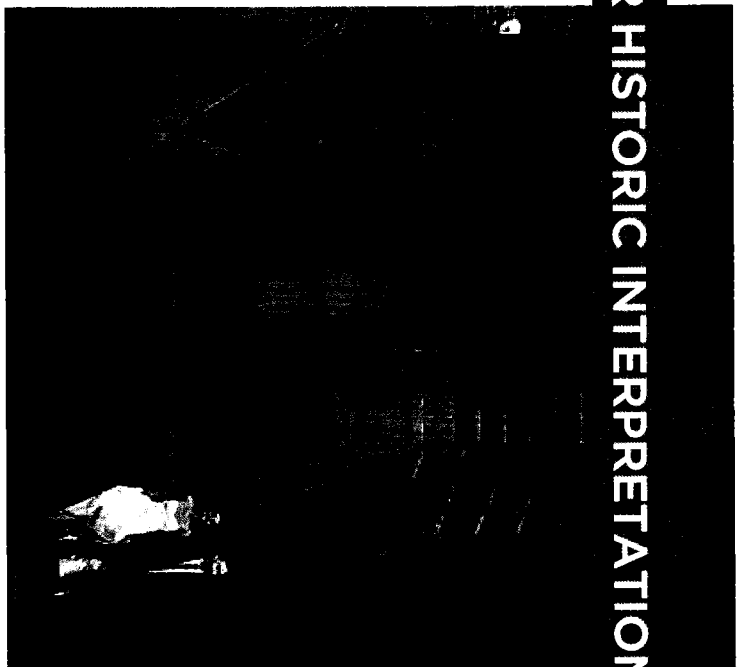
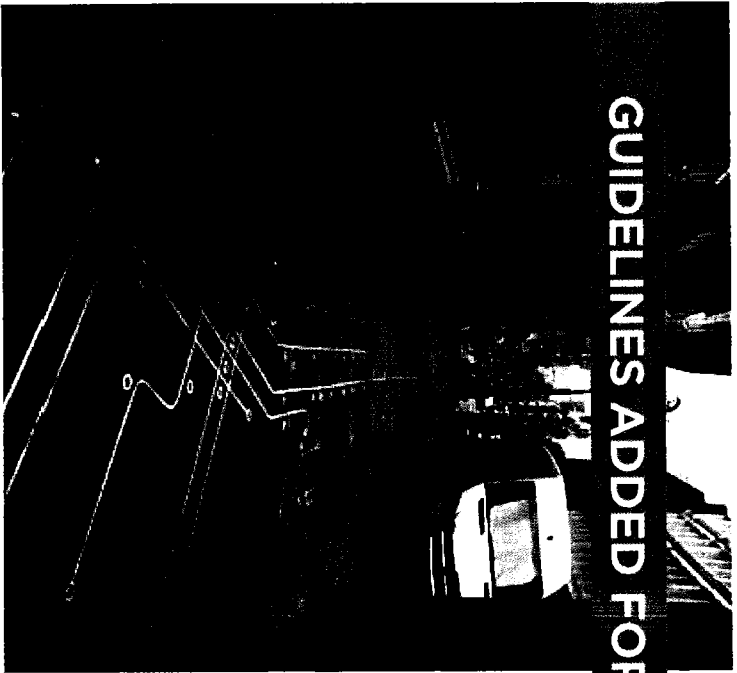
- Pier 70 Project Site
- Commercial-Office
- Residential
- Retail, Arts, and Light Industrial
- Parking Garage

AMENDED SITE PLAN



- Pier 70 Project Site
- Commercial-Office
- Residential
- Retail, Arts, and Light Industrial
- Parking Garage

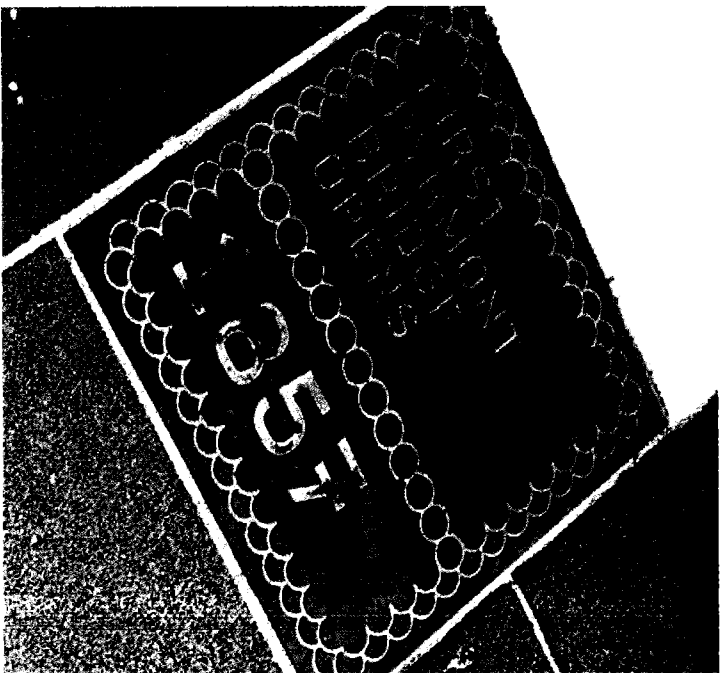
GUIDELINES ADDED FOR HISTORIC INTERPRETATION



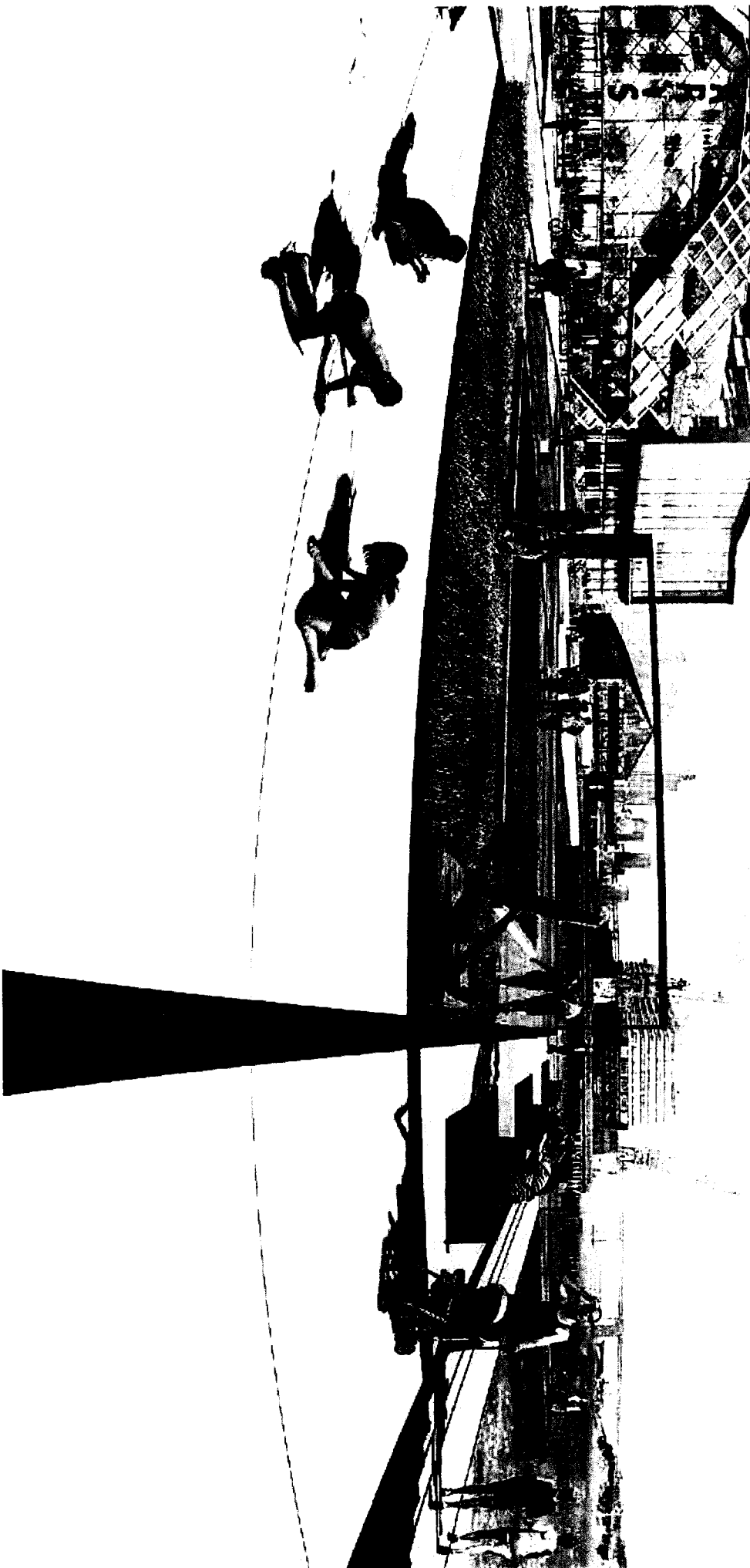
GROUND INLAYS

INTERPRETIVE MURALS

PLAY FEATURES



Thank you





SAN FRANCISCO PLANNING DEPARTMENT

Received at CPC Hearing 8/24/17
R. Sucre

Memo to the Planning Commission

HEARING DATE: AUGUST 24, 2007

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

Reception:
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Fax:
415.558.6409

Planning
Information:
415.558.6377

Date: August 24, 2007
Case No.: **2014-001272ENV/GPA/PCA/MAP/DVA**
Project Name: **Pier 70 Mixed-Use Project**
Existing Zoning: M-2 (Heavy Industrial) Zoning District;
P (Public) Zoning District;
40-X and 65-X Height and Bulk Districts
Block/Lot: 4052/001, 4110/001 and 008A, 4111/004, 4120/002,
Proposed Zoning: Pier 70 Mixed-Use Zoning District;
65-X and 90-X Height and Bulk Districts
Project Sponsor: Port of San Francisco and FC Pier 70, LLC
Staff Contact: Richard Sucre – (415) 575-9108
richard.sucre@sfgov.org
Recommendation: **Approval with Conditions**

BACKGROUND

On August 24, 2017, the Planning Commission (“Commission”) will consider a series of approval actions related to the Pier 70 Mixed-Use Project (“Project”). The Commission has previously reviewed the Project as part of: 1) informational hearings on November 10, 2016 and March 23, 2017; 2) the Draft Environmental Impact Report (“DEIR”) on February 9, 2017; and, 3) Initiation of the General Plan Amendments on June 22, 2017. The following is a summary of actions that the Commission must consider at this public hearing, which are required to implement the Project:

1. Approval of the Amendments to the General Plan;
2. Approval of the Zoning Map Amendments;
3. Approval of the Planning Code Text Amendment to establish the Pier 70 Special Use District (“Pier 70 SUD”);
4. Approval of the Design for Development (“D4D”); and,
5. Approval of the Development Agreement (“DA”);

UPDATES

Since publication of the initial packet on August 10, 2017, and an update issued on August 17, 2017, several documents and aspects of the Project have been updated, including:

- *Development Agreement Ordinance [DA]* – City staff have revised the DA Ordinance to update administrative code waivers, subdivision code waivers, waiver of changes to existing city laws and standards, as well as incorporate other non-substantial text edits.

- *Development Agreement* – City staff have revised the DA to include more detailed project description information, amend certain definitions, update Other City Requirements, include limitations on Changes to Existing City Laws and Standards as applicable to the form of Vertical DDA or Parcel Lease, amend Consent to the Development Agreement and add information regarding public power and incorporate other non-substantial text edits.
- *Pier 70 Special Use District Ordinance [Planning Code Text Amendment]* – Department staff will recommend several additional text edits to the Ordinance introduced by Mayor Lee and Supervisor Cohen. These text edits reflect the following:
 - *Bicycle Parking* – The revised Ordinance has been updated to clarify that the location and design of bicycle parking shall follow the guidelines set forth in the D4D.
 - *Design Review and Approval of Vertical Improvements* – The revised Ordinance has been updated to specify that Port staff review for compliance may be with either the Vertical DDA, if available, or Appraisal Notice.
- *D4D* – The Project Sponsor and City staff have updated certain aspects of the D4D as follows:
 - *Conforming Changes to SUD* – Chapter 2 of the D4D will be revised to conform to the use definitions as terminology as indicated in the Planning Code Text Amendment Ordinance.
 - *Irish Hill Variant* – In order to respond to community concerns, the Irish Hill Passageway Variant (which will be adopted as part of the Project) has been refined to include a diagonal passageway from the northeast corner of Illinois and 22nd Streets to Irish Hill. This revision is reflected in the revised D4D graphics, and would be incorporated into the final D4D.
 - *22nd Street* – The Project Sponsor has continued to work with SFMTA and Department staff to refine the design of 22nd Street to accommodate a sidewalk, bike lane, bus stop and parking lane. This revision is reflected in the revised D4D graphics, and would be incorporated into the final D4D.
- *Resolutions and Motions* – Department staff have included new draft resolutions and motions for the DA, D4D and Pier 70 SUD. The draft resolution for the Pier 70 SUD and DA include recommended revisions for consideration by the Board of Supervisors.



SAN FRANCISCO PLANNING DEPARTMENT

MEMO

DATE: August 23, 2017
TO: Planning Commission
FROM: Melinda Hue and Rick Cooper, Environmental Planning
RE: Errata to the Environmental Impact Report for the
Pier 70 Mixed-Use District Project
Planning Department Case No. 2014-001272ENV

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Following publication of the Responses to Comments document (RTC) for the Pier 70 Mixed-Use District Project Draft Environmental Impact Report (Draft EIR), the project sponsors, the Port of San Francisco (Port) and Forest City Development California, Inc., proposed a modification to the Project Description with respect to the Irish Hill Passageway Variant, originally introduced in Chapter 2 of the RTC. The revision is specific to the location of the west-east running pedestrian passageway located along Illinois Street, between the proposed 21st Street and the existing 22nd Street. This revision shifts the pedestrian passageway south, to the corner of Illinois Street and 22nd Street, creating a diagonal pedestrian corridor to the Irish Hill Playground, which is intended to provide improved visual access to the Irish Hill remnant.

This errata updates the text and figures introduced in RTC Chapter 2 that describe the Irish Hill Passageway Variant. It also includes minor text changes to mitigation measures identified in the EIR to make their language consistent with that in the Mitigation Monitoring and Reporting Program.

The Environmental Planning Division of the Planning Department has analyzed the proposed revisions to the Project Description's Irish Hill Passageway Variant and the minor, non-substantive text changes to mitigation measures, and has determined that the proposed modifications would not result in new significant environmental impacts or substantially increase the severity of a significant impact identified in the EIR, and no new mitigation measures would be necessary. Further, these modifications do not change any of the conclusions in the EIR and do not constitute significant new information that requires recirculation of the EIR under the California Environmental Quality Act (CEQA) (California Public Resources Code Section 21092.1) and the CEQA Guidelines (14 California Code of Regulations Section 15088.5).

These additional staff-initiated text changes will be incorporated into the Final EIR. New revisions are noted in red, with deletions marked with ~~strikethrough~~ and additions noted with double underline. Two new figures introduced in the RTC – Figure 6.1: Irish Hill Passageway

Variant, and Figure 6.3: Irish Hill Passageway Variant Shadow on Irish Hill Playground at 4:00 PM (PDT) on the Summer Solstice – have also been revised. The changes are described on the figure pages.

REVISIONS TO THE IRISH HILL PASSAGEWAY VARIANT TEXT AND FIGURES (RTC pp. 2.16-2.27)

IRISH HILL PASSAGEWAY VARIANT

Following the close of the Draft EIR public comment period, the project sponsors met and conducted site visits with commenters who expressed concerns about the impact of new infill construction on the existing views of the Irish Hill remnant, a contributing landscape feature of the UIW Historic District. Based on further feedback received from commenters, the project sponsors initiated revisions to the Proposed Project to add a new project variant to the EIR, the Irish Hill Passageway Variant, which is intended to enhance views of the Irish Hill remnant from Illinois Street. This new variant would shift the pedestrian passageway between Illinois Street and the Irish Hill Playground ~~northward~~ southward to the corner of Illinois and 22nd streets by approximately 165 feet to align with the Irish Hill remnant, creating a view and pedestrian corridor to the landscape feature from Illinois Street the southwest corner of the project site.

Summary Chapter

The third sentence of the second paragraph on EIR p. S.1 has been revised, as follows (new text is underlined):

The Proposed Project also includes four variants that consider modifications to the proposed infrastructure and building systems to enhance sustainability and one variant that would create a west east running view corridor visual access to Irish Hill.

The last sentence of the second complete paragraph on EIR p. S.4 has been revised, as follows (new text is underlined):

The Proposed Project also includes four variants that consider modifications to the proposed infrastructure and building systems to enhance sustainability and one variant that would create a west east running view corridor visual access to Irish Hill.

The first two paragraphs under the heading “C. Summary of Project Variants” on EIR p. S.108 have been revised, as follows (new text is underlined and deletions are shown in ~~strikethrough~~):

~~Four~~ Five project variants are evaluated in this EIR, and are described in detail in Chapter 6, Variants. These include: a Reduced Off-Haul Variant; a District Energy System; a Wastewater Treatment and Reuse System (WTRS); ~~and~~ an Automated Waste Collection System (AWCS); and an Irish Hill Passageway Variant. There is one proposed construction-related variant of the Proposed Project and three proposed variants on infrastructure features of the Proposed Project, all of which focus on sustainability, and one variant that would create a west east running view corridor visual access to Irish Hill.

For each variant, all other features would be the same as or similar to the Proposed Project. The variants do not involve any change to the mix of land uses, the space allocation of uses, or the residential unit count under the Maximum Residential and Maximum Commercial Scenarios of the Proposed Project. Likewise, the four variants that consider modifications to the proposed infrastructure and building systems to enhance sustainability would not involve any change to the locations, configurations, or building envelopes of the programmed development under the two scenarios analyzed for the Proposed Project. Physical environmental effects ~~from~~ of the project variants would be the same or similar to the Proposed Project. All mitigation measures and improvement measures identified for the Proposed Project would be the same under the project variants.

The following summary of the new Irish Hill Passageway Variant has been added after the first complete paragraph on EIR p. S.110 (new text is underlined):

IRISH HILL PASSAGEWAY VARIANT

The purpose of the Irish Hill Passageway Variant is to ~~realign~~ shift the proposed pedestrian passageway between Illinois Street and the proposed Irish Hill Playground southward to the corner of Illinois and 22nd streets in order to create a view corridor visual access through proposed infill construction, from the southwest corner of the project site Illinois Street to the Irish Hill landscape feature. Under the Proposed Project, the 40-foot-wide pedestrian passageway connecting Illinois Street and the proposed Irish Hill Playground would separate construction between Parcel PKS and Parcel HDY2 near at the southwest corner of the project site. Under the Irish Hill Passageway Variant, the pedestrian passageway would be shifted southward ~~northward~~ by approximately 165 feet, to the corner of Illinois and 22nd streets, and would bisect Parcel HDY2, creating a new Parcel HDY3 adjacent and to the south of Parcel PKS (which would become PKS1 and HDY3 with this variant), to allow views of the southern and western faces of the Irish Hill remnant from Illinois Street. In addition, the relocated pedestrian passageway would widen from 40 feet at Illinois Street to 55 feet at Irish Hill Playground to further increase the breadth of views from Illinois Street. In all other respects, this variant would be substantially the same as described for the Proposed Project. There would be no change in the land use program, total gross square footage, or height under the Irish Hill Passageway Variant.

The Irish Hill Passageway Variant would be substantially the same as described for the Proposed Project related to demolition, excavation, and site grading; the construction of shoreline improvements; geotechnical stabilization; the construction of the transportation, open space, and utility infrastructure network. Under both the Maximum Residential Scenario and Maximum Commercial Scenario, the Irish Hill Passageway Variant would be constructed as part of Phase 3, as described for Parcel PKS under the Proposed Project.

Chapter 1, Introduction

The second paragraph on EIR p. 1.10 has been revised to introduce the new Irish Hill Passageway Variant, as follows (new text is underlined and deletions are shown in ~~strike through~~):

Chapter 6, Project Variants, presents one proposed construction-related and three proposed operational-related variants on infrastructure features of the Proposed Project that focus on sustainability, and one variant that would create a west-east running view corridor visual access

to Irish Hill. The variants modify one limited feature or aspect of the Proposed Project. The ~~four~~ five variants considered are a Reduced Off-Haul Variant, a District Energy System Variant, a Wastewater Treatment and Reuse System Variant, ~~and~~ an Automated Waste Collection System Variant, and an Irish Hill Passageway Variant.

Chapter 2, Project Description

The last sentence on EIR p. 2.3 has been revised, as follows (new text is underlined):

The Proposed Project also includes four variants that consider modifications to the proposed infrastructure and building systems to enhance sustainability, and one variant that would create a west-east running view corridor visual access to Irish Hill.

The first paragraph on EIR p. 2.74 has been revised to add an introductory reference to the new Irish Hill Passageway Variant, as follows (new text is underlined and deletions are shown in ~~strikethrough~~):

E. PROJECT VARIANTS

In addition to the specific characteristics of the Proposed Project described in this chapter, there are ~~four~~ five proposed variants to the Proposed Project, each of which modifies one limited feature or aspect of the Proposed Project. One, a Reduced Off-Haul Variant, is a construction-related variant; ~~the other~~ three – a District Energy System Variant, a Wastewater Treatment and Reuse System (WTRS) Variant, and an Automated Waste Collection System (AWCS) Variant – are variants on infrastructure features of the Proposed Project, ~~and all of the~~. The first four proposed variants focus on sustainability. The last variant – an Irish Hill Passageway Variant – would create a west-east running view corridor visual access to Irish Hill. The ~~four~~ five variants are described below.

The following description of the new Irish Hill Passageway Variant has been added to the end of EIR p. 2.79 (new text is underlined).

IRISH HILL PASSAGEWAY VARIANT

Under the Proposed Project, the 40-foot-wide pedestrian passageway connecting Illinois Street and the proposed Irish Hill Playground would separate Parcel PKS and Parcel HDY2 at the southwest corner of the project site.

Under the Irish Hill Passageway Variant, the pedestrian passageway would be shifted southward northward by approximately 165 feet to the corner of Illinois and 22nd streets, and would, ~~to~~ bisect Parcel HDY2, creating a new Parcel HDY3 adjacent and to the south of Parcel PKS ~~(which would become PKS1 and HDY3 with this variant)~~, to allow views of the southern and western faces of the Irish Hill remnant from Illinois Street. In addition, the relocated pedestrian passageway would widen from 40 feet at Illinois Street to 55 feet at Irish Hill Playground to further increase the breadth of views from Illinois Street. In all other respects, this variant would be substantially the same as described for the Proposed Project.

Chapter 6, Project Variants

The first paragraph on EIR p. 6.1 has been revised to add an introductory reference to the new Irish Hill Passageway Variant, as follows (new text is underlined and deletions are shown in ~~strikethrough~~):

Chapter 6, Project Variants, discusses ~~four~~ five variations on features of the Proposed Project that are under consideration by the project sponsors: a Reduced Off-Haul Variant, a District Energy System Variant, a Wastewater Treatment and Reuse System (WTRS) Variant, ~~and an Automated Waste Collection System (AWCS) Variant,~~ and an Irish Hill Passageway Variant. The variants modify one limited feature or aspect of the Proposed Project, unlike the Alternatives to the Proposed Project analyzed in Chapter 7, Alternatives, which provide a different features or characteristics to the Proposed Project. Therefore, each variant is the same as the Proposed Project except for the specific variation described. The variants are being considered by the project sponsors, but have not been confirmed to be part of the Proposed Project. Each variant could be selected by the project sponsors and decision-makers, and any variant or combination of variants could be included in the Proposed Project as part of an approval action.

The following description and analysis of the new Irish Hill Passageway Variant has been added to the end of EIR p. 6.85. This entirely new section of EIR Chapter 6, Project Variants, is not underlined for ease of reading. This text change also adds three new figures to the EIR: Figure 6.1: Irish Hill Passageway Variant, Figure 6.2: Proposed Project Shadow on Irish Hill Playground at 4:00 PM (PDT) on the Summer Solstice, and Figure 6.3: Irish Hill Passageway Variant Shadow on Irish Hill Playground at 4:00 PM (PDT) on the Summer Solstice. These new figures are shown below on p. 2.20, p. 2.26, and p. 2.27.

E. IRISH HILL PASSAGEWAY VARIANT

Introduction

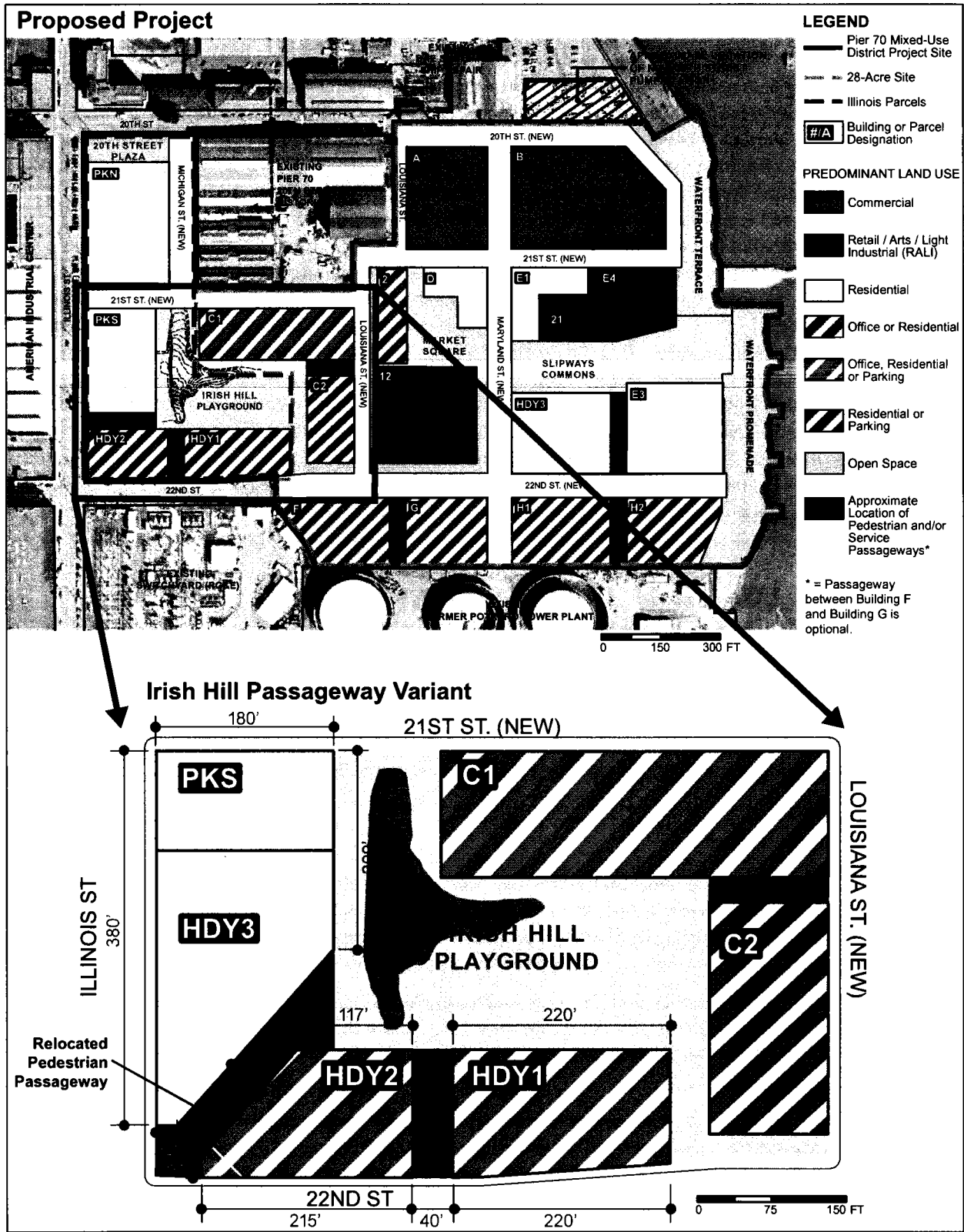
The project sponsors are considering the Irish Hill Passageway Variant in response to several comments received from the public during the DEIR comment period that expressed concern for the loss of existing views to Irish Hill resulting from construction of the infill construction along Illinois Street under the Proposed Project (see Comment CR-6: Irish Hill, on RTC pp. 4.F.40-4.F.45).

Description

The purpose of the Irish Hill Passageway Variant is to realign the proposed pedestrian passageway between Illinois Street and the proposed Irish Hill Playground in order to create a ~~view corridor~~ visual access through proposed infill construction, from the southwest corner of the project site ~~Illinois Street~~ to the Irish Hill landscape feature.

Under the Proposed Project, the 40-foot-wide pedestrian passageway connecting Illinois Street and the proposed Irish Hill Playground would separate construction between Parcel PKS and Parcel HDY2 at the southwest corner of the project site (see Figure 2.14: Mid-block Passageway Locations, on p. 2.43).

Under the Irish Hill Passageway Variant, the pedestrian passageway would be shifted southward ~~northward~~ by approximately 165 feet to the corner of Illinois and 22nd streets, and would bisecting Parcel HDY2, creating a new Parcel HDY3 adjacent and to the south of Parcel PKS (which would become PKS1 and HDY3 with this variant), ~~and would widen from 40 feet at Illinois Street to 55 feet at Irish Hill Playground,~~ to allow views of the southern and western faces of the Irish Hill remnant ~~from Illinois Street~~. (See Figure 6.1: The Irish Hill Passageway Variant.)



Source: Sitelab Urban Studio, Turnstone Consulting/SWCA (2017)

PIER 70 MIXED-USE DISTRICT PROJECT

(NEW) FIGURE 6.1: IRISH HILL PASSAGEWAY VARIANT
 * Note: Revised to include a new site plan for the Irish Hill Passageway Variant.

As such, this variant includes only minor changes to the configuration of infill construction within Parcels PKS and HDY2. Under this variant, the relocated pedestrian passageway would bisect Parcel HDY2, creating a new Parcel HDY3 adjacent and to the south of Parcel PKS, and ~~new construction within the southern portion of PKS (now HDY3) would abut new infill construction within Parcel HDY2 to the south.~~

In all other respects, the Irish Hill Passageway Variant would be substantially the same as described for the Proposed Project. There would be no change in the land use program, total gross square footage, or building height under this variant.

PROPOSED CONSTRUCTION PHASING

The Irish Hill Passageway Variant would be substantially the same as described for the Proposed Project regarding demolition, excavation, and site grading; the construction of shoreline improvements; geotechnical stabilization; and the construction of the transportation, open space, and utility infrastructure network.

Under both the Maximum Residential Scenario and Maximum Commercial Scenario, the Irish Hill Passageway Variant would be constructed as part of Phase 3, as described for Parcel PKS (Chapter 2, Project Description, Table 2.5: Project Construction and Rehabilitation Phasing for the Maximum Residential Scenario (EIR pp. 2.80-2.81), and Table 2.6: Project Construction and Rehabilitation Phasing for the Maximum Commercial Scenario (EIR pp. 2.83-2.84).

Proposed Land Use Programs

The Irish Hill Passageway Variant ~~does~~ would not include any changes to the land use programs for the Maximum Residential Scenario or Maximum Commercial Scenario identified for the Proposed Project.

The proposed pedestrian passageway would bisect Parcel HDY2, creating a new Parcel HDY3 adjacent and to the south of Parcel PKS. The new Parcel HDY3 is connected to Parcel PKS, but separated southern portion of Parcel PKS under this variant would be renamed "HDY3" because it would be located entirely within the existing Hoedown Yard (HDY) parcel. However, in all other respects, it would continue to be considered part of Parcel PKS, and the PKS land use limits would continue to apply for the purpose of allocating allowable uses (Residential and RALI), and amounts of uses, under both the Maximum Residential Scenario (see Table 2.3: Project Summary – Maximum Residential Scenario, on p. 2.29) and the Maximum Commercial Scenario (see Table 2.4: Project Summary – Maximum Commercial Scenario, on p. 2.31). As such, like Parcel PKS under the Proposed Project (and unlike Parcels HDY1 and HDY2 to the south), "Parcel HDY3" under this variant would not allow commercial use under either the Maximum Residential Scenario or Maximum Commercial Scenario.

The Irish Hill Passageway Variant would not change the existing 65-X height limit for the western portion of the project site along Illinois Street. The variant ~~does~~ would not include any changes to the proposed traffic and roadway plan, new infrastructure and utility plans, geotechnical stabilization plan, or the shoreline improvement plan described in Chapter 2, Project Description. It would include only minor changes to the pedestrian network through Parcel PKS and the path of pedestrian travel through Irish Hill Playground.

Impact Evaluation

APPROACH TO ANALYSIS

The Irish Hill Passageway Variant would be substantially the same as described for the Proposed Project with respect to the phasing, duration, excavation and construction activities. It ~~does~~ would not involve any substantial change to the location and mix of land uses, the space allocation of uses, or the residential unit count under the Maximum Residential Scenario and Maximum Commercial Scenario of the Proposed Project.

Therefore, physical environmental effects under this variant would be substantially the same as those identified for the Proposed Project for the following environmental topics: Land Use and Land Use Planning, Population and Housing, Cultural Resources (Archeological Resources), Air Quality, Greenhouse Gas Emissions, Biological Resources, Geology and Soils, Hydrology and Water Quality, Hazards and Hazardous Materials, Mineral and Energy Resources, and Agricultural and Forest Resources. All mitigation and improvement measures for these topics identified for the Proposed Project would be applicable to this variant.

The Irish Hill Passageway Variant would not change the proposed roadway network and would continue to offer the same number of pedestrian connections to and from the proposed Irish Hill Playground open space. The relocation of the pedestrian passageway from Illinois Street ~~northward~~ southward under this variant would redirect a pedestrian's path of travel around the Irish Hill feature, but would not obstruct pedestrian travel through the open space nor conflict with the recreational uses of the proposed Irish Hill Playground open space. This variant would, therefore, not result in a significant impact under the topic of Transportation and Circulation or under the topic of Recreation.

Under the Proposed Project, future buildings on Parcels PKN, PKS, and HDY2 would block traffic noise from Illinois Street, which would reduce traffic noise levels in areas to the east, including Irish Hill Playground. The Irish Hill Passageway Variant would not increase the number of openings along the Illinois Street site frontage, but would shift the proposed passageway southward to the corner of Illinois and 22nd streets, ~~northward by approximately 165 feet. While traffic noise from Illinois Street would travel through this passageway, proposed widening of the east end of this passageway to 55 feet would not substantially alter this effect since the opening at Illinois Street would still be 40 feet wide. For these reasons, Therefore,~~ project-level and cumulative noise and vibration impacts under the Irish Hill Passageway Variant would be substantially the same as those identified under the Proposed Project (see Section 4.F, Noise and Vibration). Implementation of the Irish Hill Passageway Variant would not result in new or substantially more severe impacts, would not change the analysis or conclusions in that section, and no new mitigation measures would be required.

To the extent that the Irish Hill Passageway Variant would modify the configuration of infill development within Parcels PKS and HDY2 to create a ~~view corridor~~ visual access to Irish Hill, a contributing landscape feature of the UIW Historic District, it could change the ability of the feature to convey its contribution to the significance of the UIW Historic District. The configuration of infill development under this variant could also change localized pedestrian winds and shadow patterns in and around the proposed Irish Hill Playground open space. For these reasons, the environmental topics of Historic Architectural Resources, and Wind and Shadow are discussed in greater detail below.

CULTURAL RESOURCES

Historic Architectural Resources

The proposed relocation and widening of the proposed pedestrian passageway connecting Illinois Street to the proposed Irish Hill Playground would result in minor changes to the configuration of the infill construction on Parcels PKS and HDY2 (Parcel HDY2 would be bisected, creating a new Parcel HDY3 to the south of PKS ~~which would become PKS1 and HDY3~~ with this variant) and would increase the visibility of Irish Hill, a contributing landscape feature of the UIW National Register Historic District.

The EIR acknowledges that infill construction under the Proposed Project would diminish the integrity of the District, as discussed under Impact CR-9 on pp. 4.D.98-4.D.99 [*as revised and presented in the Responses to Comments document on RTC pp. 4.F.27-4.F.32*]. However, no views of the Irish Hill remnant, either from within or outside of the historic district, are cited as character-defining features of the District in the National Register nomination. The EIR concludes that although the proposed infill construction around the Irish Hill remnant under the Proposed Project would diminish the integrity of the District somewhat, it would not materially alter, in an adverse manner, those physical characteristics of the UIW National Register Historic District that justify its inclusion in the California Register of Historical Resources.

While the variant would result in minor changes to the configuration of the infill construction on Parcels PKS and HDY2 (Parcel HDY2 would be bisected, creating a new Parcel HDY3 to the south of PKS ~~which would become PKS1 and HDY3~~ with this variant), the increase in visibility of the Irish Hill remnant would thereby increase the ability of the Irish Hill contributing landscape feature to convey its association with, and contribution to, the UIW National Register Historic District. For this reason, the Irish Hill Passageway Variant would lessen the less-than-significant adverse impact identified for new infill construction surrounding Irish Hill on the integrity of the UIW Historic District

The project-level and cumulative historic architectural impacts under the Irish Hill Passageway Variant would be substantially the same as those identified under the Proposed Project, or in the case of the Irish Hill remnant, slightly lesser, and mitigation and improvement measures identified for the Proposed Project would apply to the variant. Implementation of the Irish Hill Passageway Variant would not result in new or substantially more severe impacts, would not change the analysis or conclusions in that section, and no new mitigation measures would be required.

WIND AND SHADOW

Wind

Wind tunnel testing for the Proposed Project did not identify any ground-level wind hazards in the vicinity of Parcel PKS or Irish Hill Playground under the Baseline, Project (both Maximum Residential and Maximum Commercial Scenarios), and Cumulative Configurations (both Maximum Residential and Maximum Commercial Scenarios).

The Irish Hill Passageway Variant would not change the proposed heights of any buildings within the project site. Shifting the pedestrian passageway under this variant southward to the corner of Illinois and 22nd streets ~~approximately 165 feet northward~~ is not in a location or of a

nature or magnitude that could result in a new wind hazard exceedance in the vicinity.^{18A} Rather, as with the Proposed Project, under both the Proposed Project and Cumulative Configurations, construction under the Irish Hill Passageway Variant would be expected to substantially improve ground-level wind comfort conditions overall to the east of Parcel PKS within the proposed Irish Hill Playground, over those of the Baseline Configuration.

Building C1 would be adjacent to the Irish Hill Playground. The EIR identified a hazard exceedance on the proposed Building C1 rooftop terrace open space under the Proposed Project (Maximum Residential and Maximum Commercial Scenarios). The Irish Hill Passageway Variant would not substantially affect rooftop wind conditions at Building C1. Buildings within the PKS parcels along Illinois Street would continue to be 65 feet tall. Westerly winds would continue flow over the proposed 65-foot-tall buildings within the Illinois Parcels and would continue to reach the proposed 90-foot-high rooftop open space located at the exposed westernmost edge of the proposed 90-X Height District. Mitigation Measure M-WS-2: Wind Reduction for Rooftop Winds (EIR p. 4.I.60) would continue to reduce the impact of rooftop wind to a less-than-significant level.

The project-level and cumulative wind impacts under the Irish Hill Variant would be substantially the same as those identified under the Proposed Project (see EIR Section 4.I, Wind, pp. 4.I.63-4.I.68) and mitigation and improvement measures identified for the Proposed Project would apply to the variant. Implementation of the Irish Hill Passageway Variant would not result in new or more severe impacts, would not change the analysis or conclusions in that section, and no new mitigation measures would be required.

Shadow

The shadow impacts of the Proposed Project on the open spaces that would be constructed under the Proposed Project are described, for informational purposes, on EIR pp. 4.I.98-4.I.111. Likewise, the shadow impacts of the variant on open spaces that would be constructed under the Proposed Project are described herein for informational purposes.

The changes to building configuration under this variant would occur at the western extent of the project site, south of the proposed 21st Street. Due to this position within the project site, shadow impacts of this variant would be substantially the same as those identified, described, and illustrated for the open spaces of the Proposed Project, except for impacts on Irish Hill Playground, which is immediately east of Parcel PKS and would be shaded by buildings within Parcel PKS.

The Irish Hill Passageway Variant would not change the proposed heights of any buildings within the project site. Under the Irish Hill Passageway Variant, the pedestrian passageway at the south end of Parcel PKS ~~under the Proposed Project (which would become PKS1 and HDY3 under this variant)~~ would be shifted southward to the corner of Illinois and 22nd streets northward by approximately 165 feet and widened at the parcel's eastern end. Shadow under this variant would be similar in terms of timing and extent of shadow. The loss of sunlight resulting from the elimination of the gap between buildings at the south end of Parcel PKS would be offset by the creation of a new gap bisecting Parcel ~~HDY2 PKS~~. With the relocation of the pedestrian passageway, sunlight within and through the relocated passageway gap would be correspondingly shifted southward northward and would occur in the early afternoon around 2:00 PM, rather than around 4.00 PM under the Proposed Project. In addition, the variant would

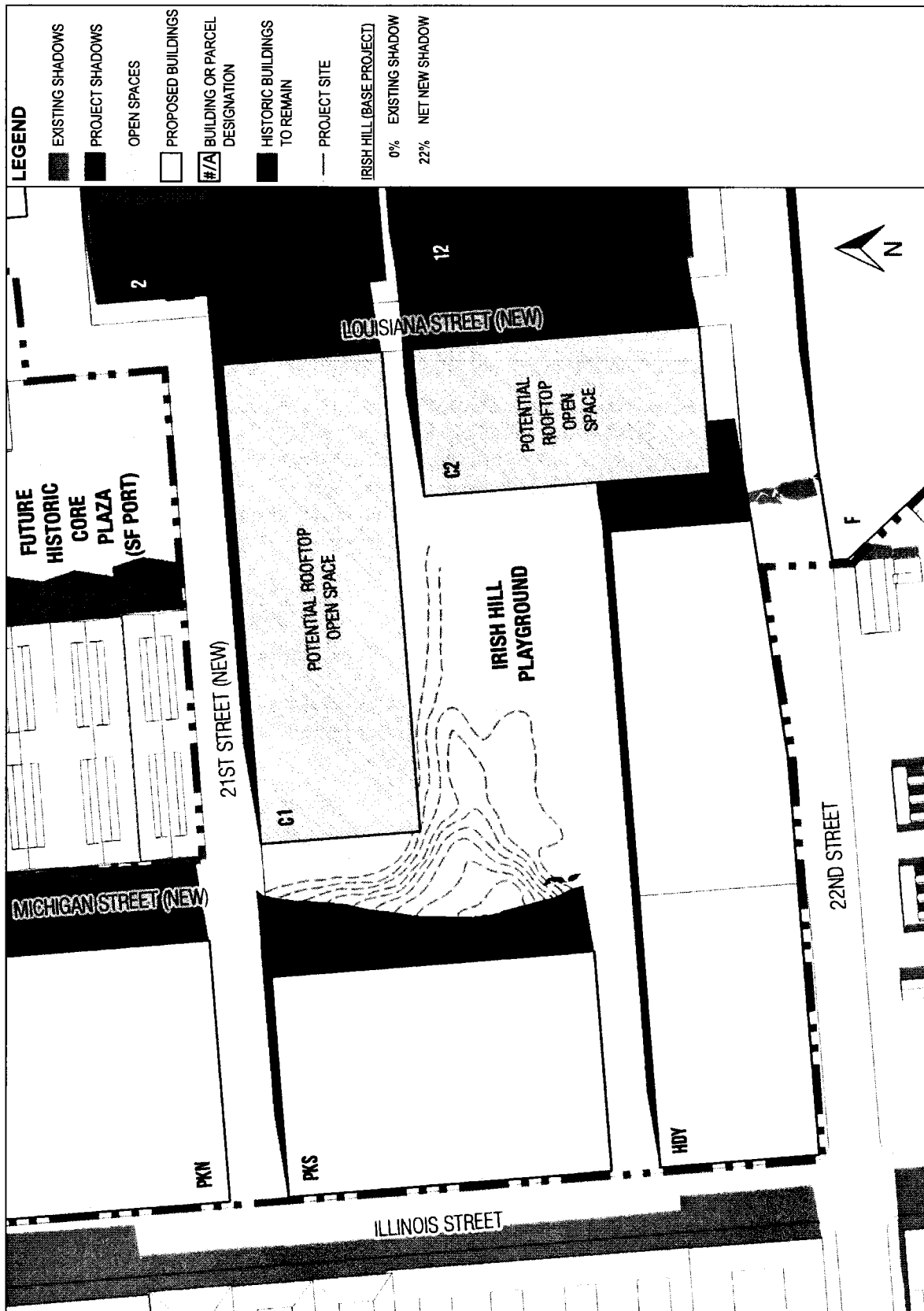
also widen the eastern end of the relocated pedestrian passageway from 40 feet under the Proposed Project to about 105 ~~55~~ feet, both decreasing the aggregate building coverage within Parcels PKS and HDY2, while increasing the overall area of the Irish Hill Playground open space.

See Figure 6.2: Proposed Project Shadow on Irish Hill Playground at 4:00 PM (PDT) on the Summer Solstice. This figure shows the pedestrian passageway at the southern end of Parcel PKS in sunlight (the passageways are considered part of the open space). At this time of year and day, the sun aligns with the east-west orientation of the pedestrian passageway in the late afternoon. Figure 6.3: Irish Hill Passageway Variant Shadow on Irish Hill Playground at 4:00 PM (PDT) on the Summer Solstice shows the ~~sunlit~~ passageway shifted to the south ~~north~~. By this time, the passageway would be largely shadowed by development within Parcel HDY3 under this variant. As the day progresses, the variant shadow on Irish Hill Playground, like the Proposed Project, would lengthen and sweep eastward and southward.

As noted on p. 4.I.107, much of the playground would be shaded for much of the day and year under the Proposed Project. Shadow from buildings that would enclose the space to the west, south, and east under the Proposed Project would decrease the comfort of the space for use as a playground for much of the day throughout the year for those users who prefer sunlight to shade. This condition would be similar under the variant, but would be improved somewhat under the Irish Hill Passageway Variant due to the overall decrease in building coverage within current Parcels PKS and HDY2 under the variant.

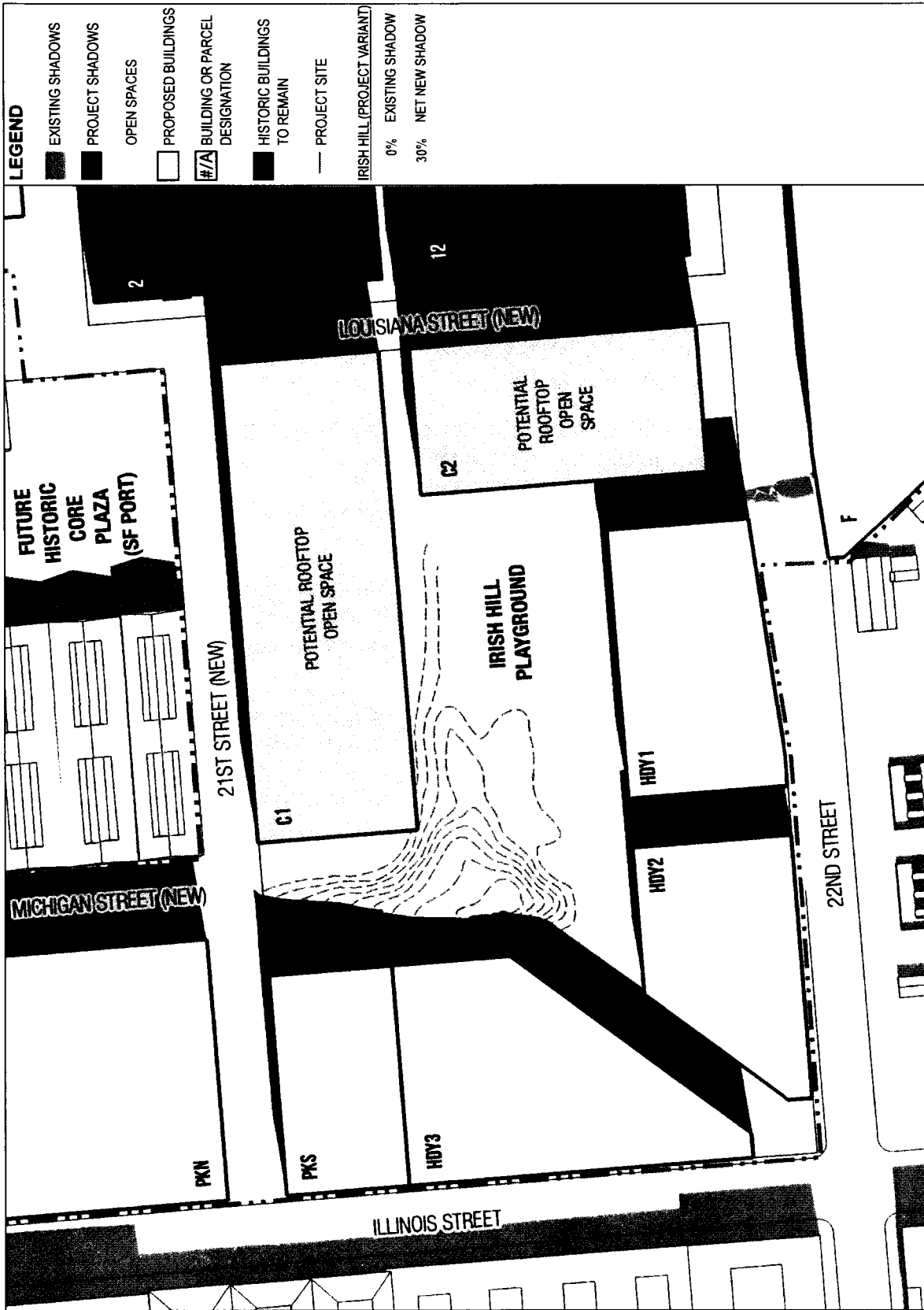
The following new footnote has been added to EIR p. 6.85 as part of this revision (new text is underlined). The new footnote will be assigned its proper sequential number in the consolidated Final EIR.

^{18A} Neetha Vasan, Frank Kriksic, RWDL, Wind Consultants, Memorandum: Pedestrian Wind Analysis – Revised Irish Hill Passageway Variant Review of PKS Variant, Pier 70 Mixed-Use District Project, San Francisco, CA, August 17, 2017 April 19, 2017.



PIER 70 MIXED-USE DISTRICT PROJECT

(NEW) FIGURE 6.2: PROPOSED PROJECT SHADOW ON IRISH HILL PLAYGROUND AT 4:00 PM (PDT) ON THE SUMMER SOLSTICE



PIER 70 MIXED-USE DISTRICT PROJECT

(NEW) FIGURE 6.3: IRISH HILL PASSAGEWAY VARIANT SHADOW ON IRISH HILL PLAYGROUND AT 4:00 PM (PDT) ON THE SUMMER SOLSTICE

* Note: Revised to include a new site plan for the Irish Hill Passageway Variant and the percentage of net new shadow on the Irish Hill Playground.

REVISIONS TO MITIGATION MEASURES

The following minor text changes have been made to the mitigation measures identified in the EIR to make their language consistent with that in the Mitigation Monitoring and Reporting Program.

A global change has been made to change “project sponsor” to “project sponsors” in the following mitigation measures:

- M-CR-1a: Archeological Testing, Monitoring, Data Recovery and Reporting (in the measure’s third sentence on EIR p. 4.D.25);
- M-NO-7: Noise Control Plan for Special Event Outdoor Amplified Sound (in the measure’s first sentence and first bulleted item on p. 4.F.73);
- M-BI-3: Pile Driving Noise Reduction for Protection of Fish and Marine Mammals (in the last sentence of the partial paragraph at the top of p. 4.M.68); and
- M-HY-2b: Design and Construction of Proposed Pump Station for Option 2 (in the first sentence of the measure’s last paragraph on p. 4.O.61).

The following new correction has been made to the new text added in the RTC document to the end of the paragraph under the heading “Human Remains and Associated or Unassociated Funerary Objects” on EIR pp. 4.D.28-4.D.29 (part of M-CR-1a: Archeological Testing, Monitoring, Data Recovery and Reporting, as shown on RTC p. 5.57):

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 an agreement has been made or, otherwise, as determined by the archeological consultant and the ERO.

The following new correction has been made to the first bulleted item on EIR p. 4.F.44, under Mitigation Measure M-NO-3: Vibration Control Measures During Construction, shown on RTC p. 5.8, and a new correction has been added to the bulleted item that follows it:

- Where pile driving, ~~CRF~~, and other construction activities involving the use of heavy equipment would occur in proximity to any contributing building to the Union Iron Works Historic District, the project sponsors shall undertake a monitoring program to minimize damage to such adjacent historic buildings and to ensure that any such damage is documented and repaired. The monitoring program, which shall apply within 160 feet where pile driving would be used, 50 feet of where CRF would be required, and within 25 feet of other heavy equipment operation, shall include the following components:
 - 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~~ Port within 160 feet of planned construction to document and photograph the buildings’ existing conditions.

A. GLOBAL SUD COORDINATION

Edits will be made as needed to coordinate with final SUD language.

B. IRISH HILL CORNER PASSAGE ALIGNMENT

Following is a list of D4D controls that will be modified in order to permit and require a new diagonal Irish Hill passage alignment from the intersection of Illinois and 22nd streets in place of the passage from Illinois between 21st and 22nd streets.

For diagrams summarizing corner passage alignment, see attached drawings.

GLOBAL

- a. Base file update – all diagrams will be updated with a new base plan that reflects the new passage alignment. Diagram content to be adjusted as appropriate to be consistent.
- b. Illustrative plan update
- c. Update parcel nomenclature/references as needed
- d. Update cross-references as needed
- e. Update figures list as needed

CHAPTER 2

- a. Update “retail and service” requirements at corner of 22nd/Illinois streets (S2.2.4, Figure 2.2.2).

CHAPTER 3

- a. Update open space illustrative plan to include passageway and open space at corner
- b. Update overview of open spaces to include new plaza
- c. Add guidelines for intent of Illinois / 22nd Street corner plaza
- d. Update guidelines / intent for Irish Hill playground to reflect new open space at terminus of passageway.

CHAPTER 4

- a. Section 4.4 Mid-block passage locations (S4.4.1, Table 4.4.1) –
 - i. Require a corner diagonal passage from Illinois and 22nd street intersection to foot of Irish Hill remnant.
 - ii. Remove requirement for passage between PKS and HDY3.
 - iii. Add vehicle restrictions for corner diagonal passage / permit pedestrian only (Fig. 4.2.1, Table 4.4.1)
 - iv. Add minimum required dimensions of corner mid-block passage (S4.4.2, Table 4.4.1)
 - v. Remove increased passage requirement (S4.4.5). Remove rendered view and diagrams (Fig 4.4.2–4.4.3)
 - vi. Adapt and apply passage/plaza design guideline to corner diagonal passage (G4.4.1)

CHAPTER 5

- a. Update prohibited curb cut locations to apply along corner passage (Figure 5.6.1)

CHAPTER 6

- a. Update Overview of Massing and Architecture (6.2) summary Figure 6.2.1 and Table 6.2.1 to reflect modified façade locations and application of requirements.
- b. Update 6.2 Buildable Zones (Figure 6.3.1) with new parcel dimensions
- c. Bird-safe controls (Figure 6.16.1) – update as needed.

C. 22ND STREET REVISIONS

The following changes will be made to the D4D in order to add a requirement for an eastbound Class 2 bicycle lane on 22nd street between Illinois and Louisiana streets (previous proposal required only westbound).

For diagrams summarizing D4D changes as a result of requiring additional Class 2 bicycle lane on partial 22nd street, see attached drawings.

GLOBAL

- a. Base file update – all diagrams will be updated with a new base plan that reflects widening of ROW from 60' to 66' on 22nd Street for the western segment outside of the SUD boundary.

CHAPTER 4

- a. Update Figure 4.1.1 Transportation Context
 - i. Add eastbound Class 2 bike lane on 22nd street between Illinois and Louisiana streets in place of Class 3 Sharrow.
- b. Update Figure 4.5.1 Bicycle Network
 - i. Add eastbound Class 2 bike lane on 22nd street between Illinois and Louisiana streets in place of Class 3 Sharrow.
- c. Update S4.5.3 to add required eastbound Class 2 bike lane on 22nd street between Illinois and Louisiana streets.
- d. Update 4.11 Specific Streets Design Intent for 22nd Street to include Class 2 bicycle lanes in both directions from Illinois street to Louisiana street.

CHAPTER 5

- a. Update Figure 5.3.1 Illustrative Locations for On-street Parking
 - i. Remove on-street parking on 22nd street between SUD boundary and Louisiana street
 - ii.

D. BIKE AMENITIES REVISIONS

Following changes will be made to the D4D as regards bike amenities, based on TDM comments from Planning Department staff. Additions are shown with underlined text. Deletions are shown with ~~strikethrough~~ text.

CHAPTER 5

- a. Update S5.1.1
 - i. **BICYCLE PARKING CAPACITY.** Class 1 and Class 2 bicycle parking amounts shall be provided per building in accordance with the parking minimums per use as indicated in the Planning Code at the time of building permit submittal. Class 1 bicycle parking for residential buildings shall dedicate a minimum of five percent of bicycle parking spaces for cargo and trailer bikes.
- b. Update S5.1.2 – text in ~~strikethrough~~ to be moved to S.5.1.1.
 - i. **CLASS 1 BICYCLE PARKING LOCATION.** Class 1 bicycle parking for each new construction building shall be located on the ground level, basement levels, or above ground level of the subject building, with the following permitted conditions:

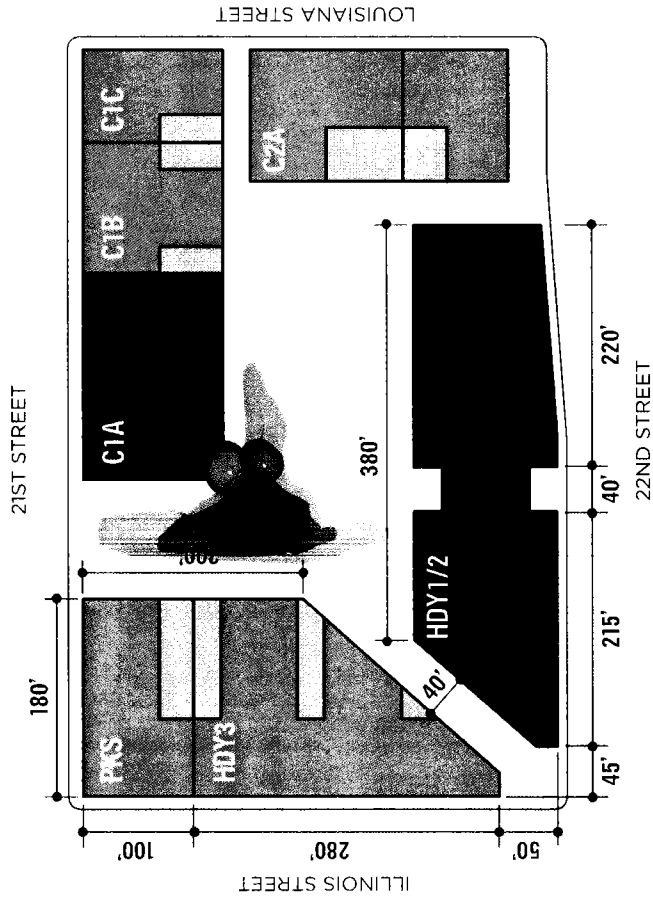
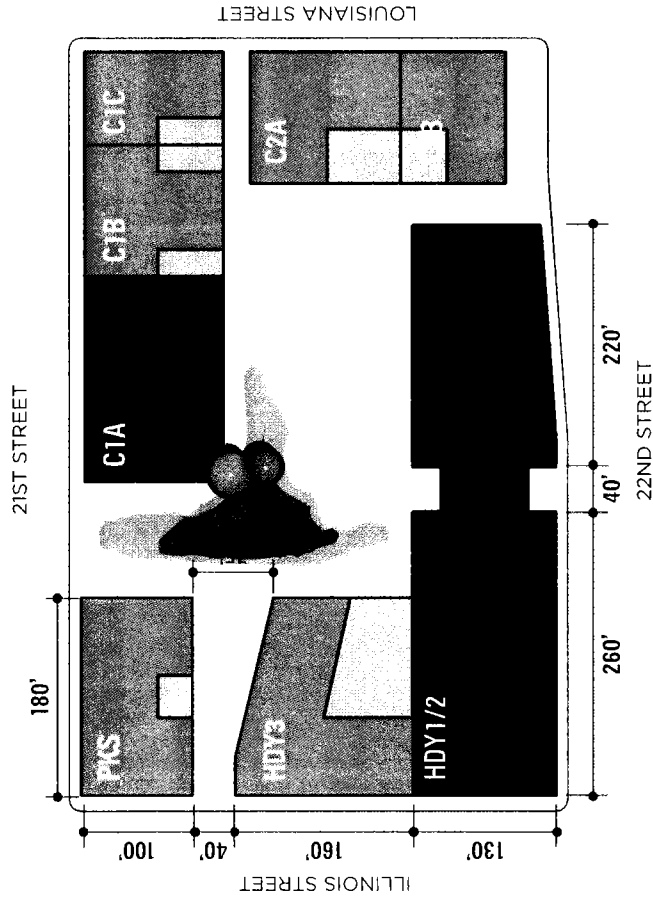
Class 1 bicycle parking for residential buildings shall be provided in each respective building. If Historic Building 2 is predominantly residential, Class 1 bicycle parking for the building may be located within a maximum distance of 250 feet from the building entrance. ~~Class 1 bicycle parking for residential buildings shall dedicate a minimum of five percent of bicycle parking spaces for cargo and trailer bikes.~~
- c. Add S5.1.7 Bike-Share.
 - i. BIKE-SHARE. To encourage bicycle sharing, at least one bike-share station shall be installed within the site. See G5.1.2 for recommended locations.
- d. Update G5.1.2 to add a recommended location
 - i. BIKE-SHARE. ~~Bicycle sharing is encouraged and bike-share stations are recommended at~~ Recommended locations for bike-share stations include Maryland Street between 21st and 22nd Street, adjacent to parcels E1 or E2 to avoid obstructions to the open space (see Figure 5.1.1) ~~as shown in Figure 5.1.1, and 22nd Street in front of Building 12.~~
- e. Update Consideration in Section 5.1
 - i. Additional bicycle parking beyond Planning Code requirement is encouraged, especially for commercial buildings and residential buildings with family-sized units.
- f. Add G.5.2.2 Storage Facilities.
 - i. STORAGE FACILITIES. Residential buildings should include storage facilities in convenient common areas for car seats, strollers, shopping trollies, and other items that encourage residents to walk and use car-share. Amounts and locations should follow San Francisco's Transportation Demand Management Measures.

IRISH HILL AMENDED PROPOSAL

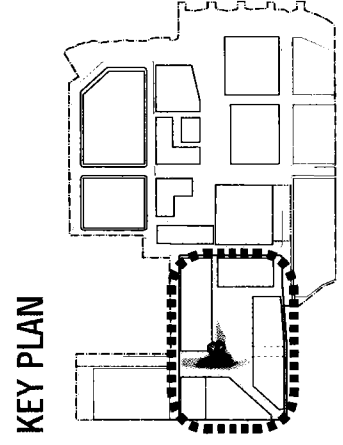
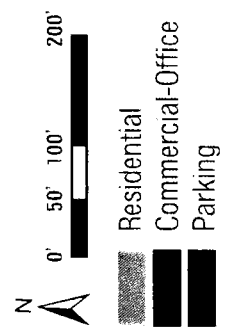
COMMERCIAL SCENARIO

8/9 D4D PROPOSAL

AMENDED PROPOSAL To be incorporated in revised D4D

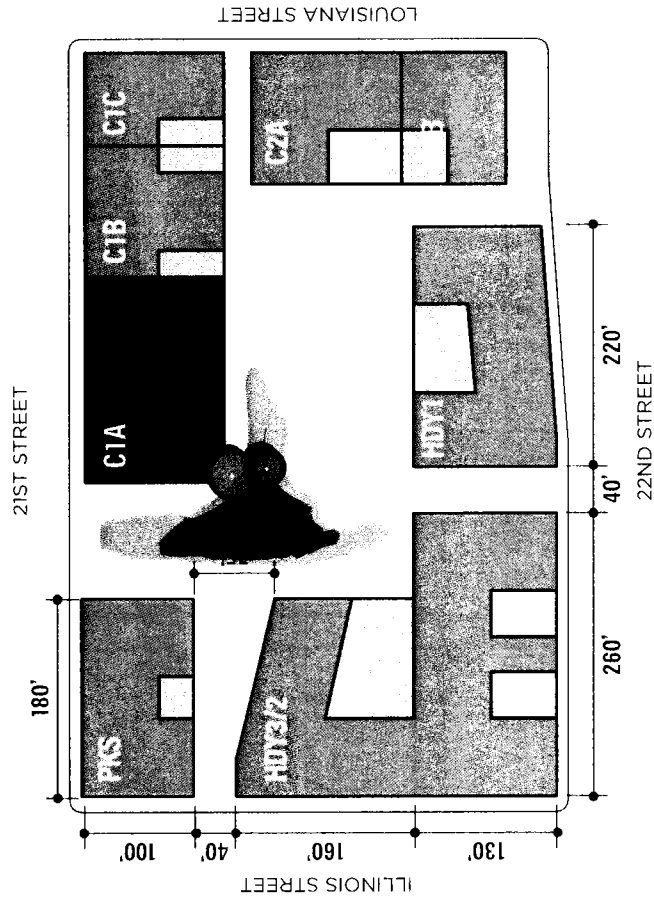


- Note:
- > Drawing reflects illustrative building typologies
 - > All dimensions are rounded to nearest 5'
 - > 40' passage open at pedestrian level on 22nd street



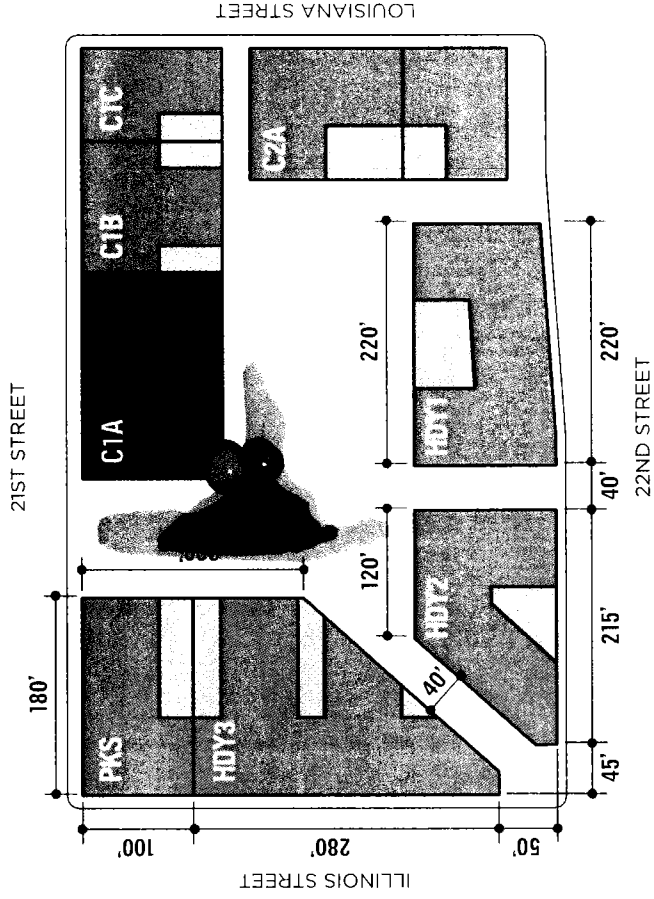
RESIDENTIAL SCENARIO

8/9 D4D PROPOSAL

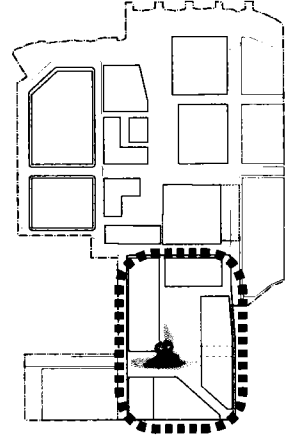


AMENDED PROPOSAL

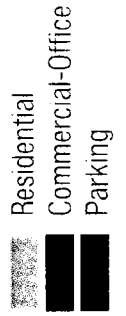
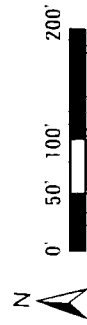
To be incorporated in revised D4D



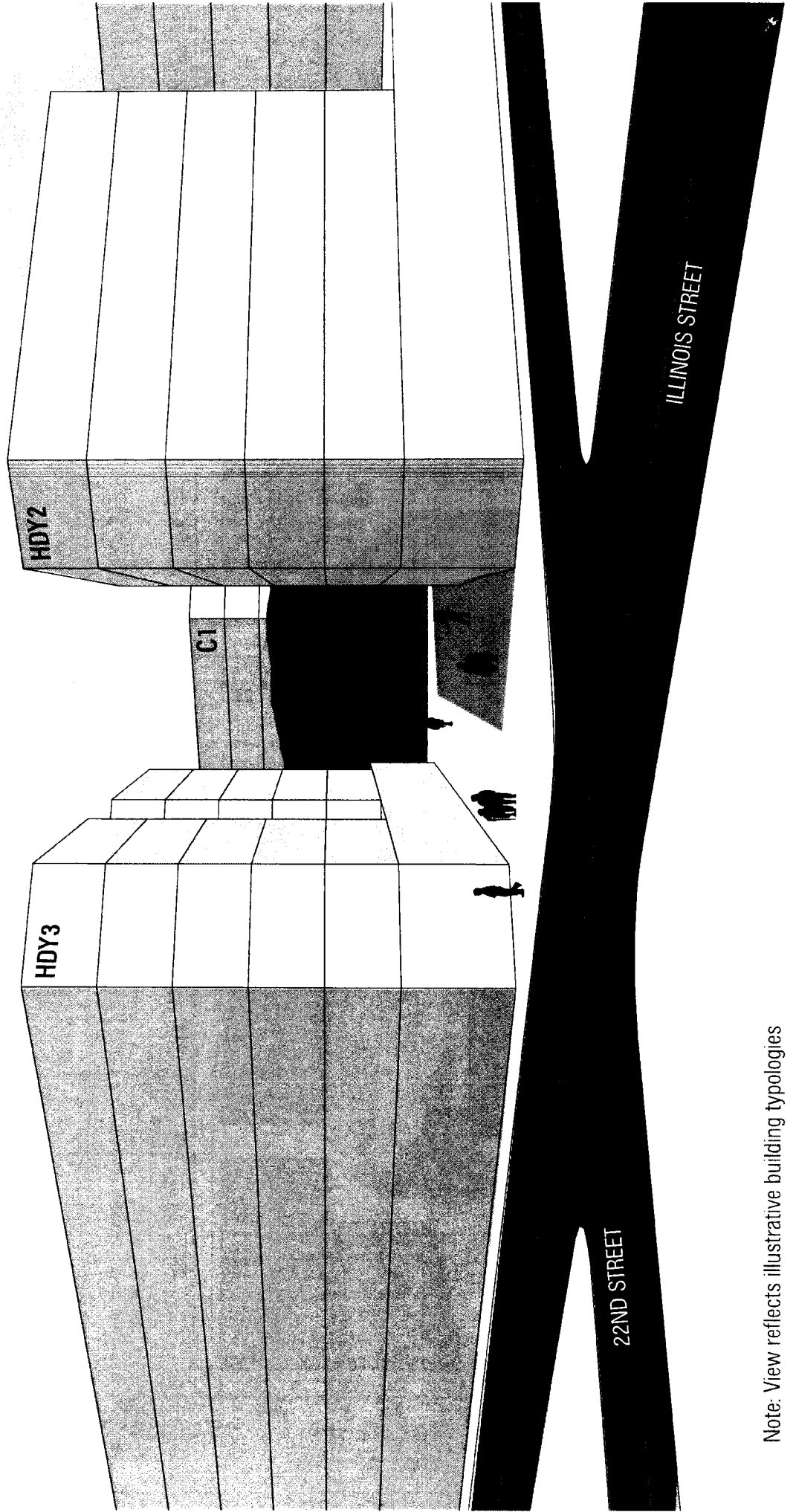
KEY PLAN



Note:
 > Drawing reflects illustrative building typologies
 > All dimensions are rounded to nearest 5'

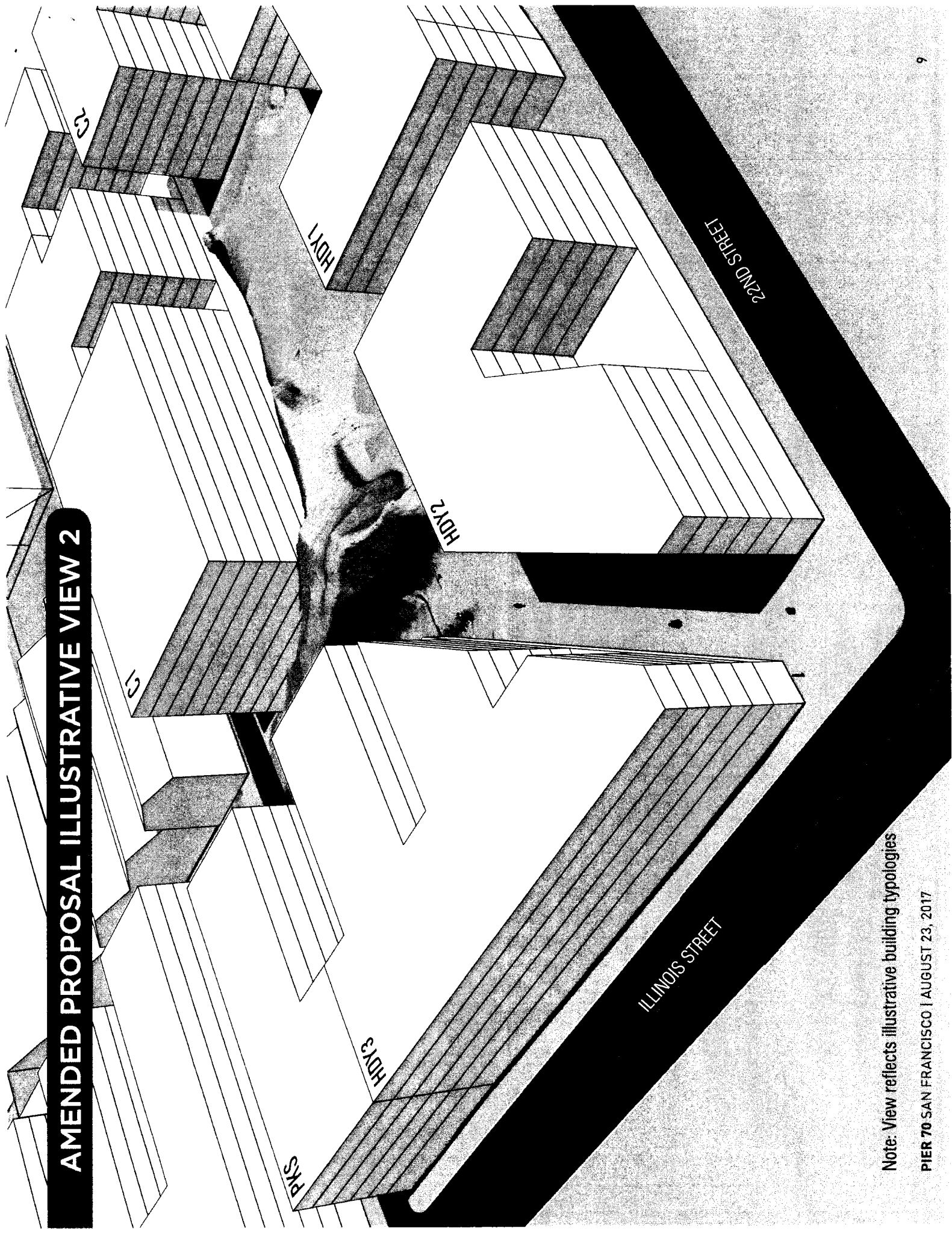


AMENDED PROPOSAL ILLUSTRATIVE VIEW 1



Note: View reflects illustrative building typologies

AMENDED PROPOSAL ILLUSTRATIVE VIEW 2



Note: View reflects illustrative building typologies

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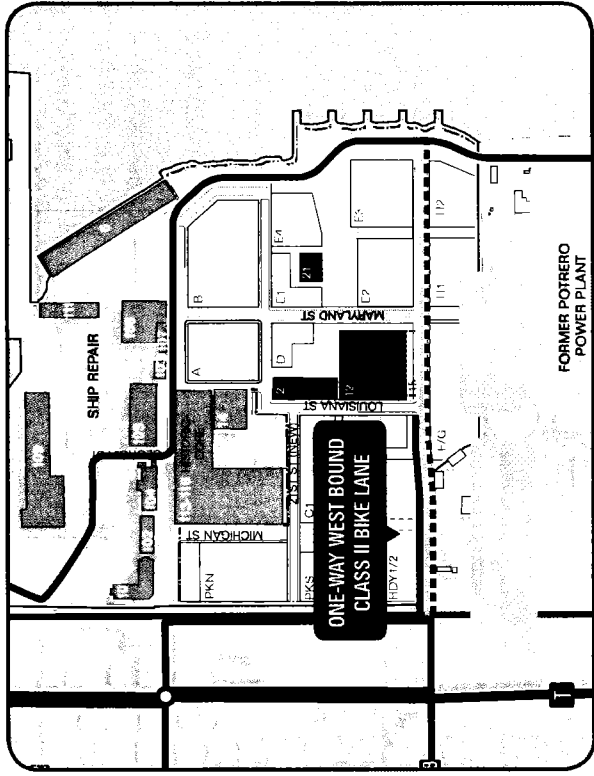
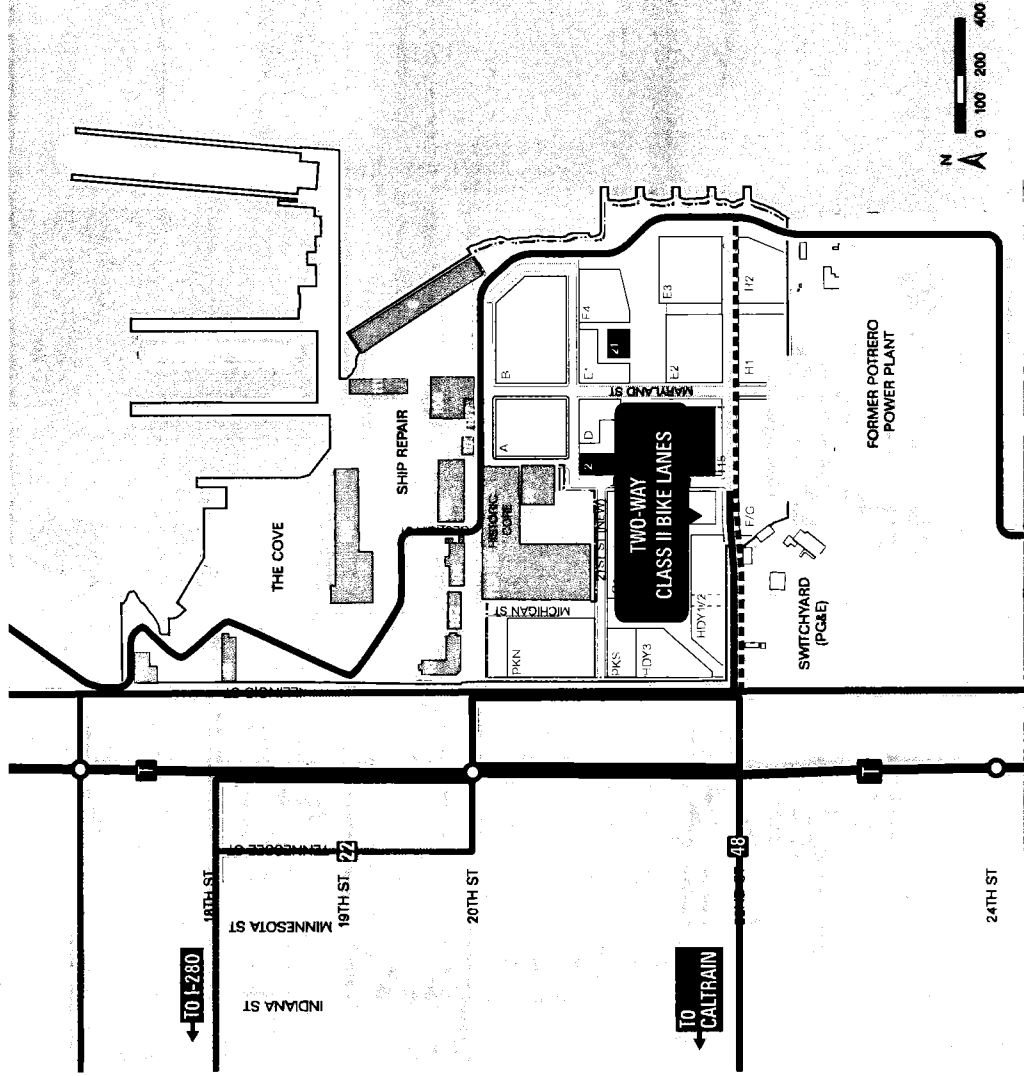
22ND STREET DESIGN AMENDED PROPOSAL

TRANSPORTATION CONTEXT UPDATE

8/9 D4D PROPOSAL

AMENDED PROPOSAL

To be incorporated in revised D4D



- Pier 70 Area
- MUNI T Line
- MUNI T Line Station
- - - MUNI 22 Bus Route
- · · MUNI 48 Bus Route
- Bay Trail (S4.5.2)
- Temporary Bay Trail (S4.5.2)
- Class 2 Bike Lane (S4.5.3)
- Class 3 Shared Lane/Sharrow (S4.5.4)

FIGURE 4.1.1: Transportation Context

BICYCLE NETWORK UPDATE

8/9 D4D PROPOSAL

AMENDED PROPOSAL

To be incorporated in revised D4D

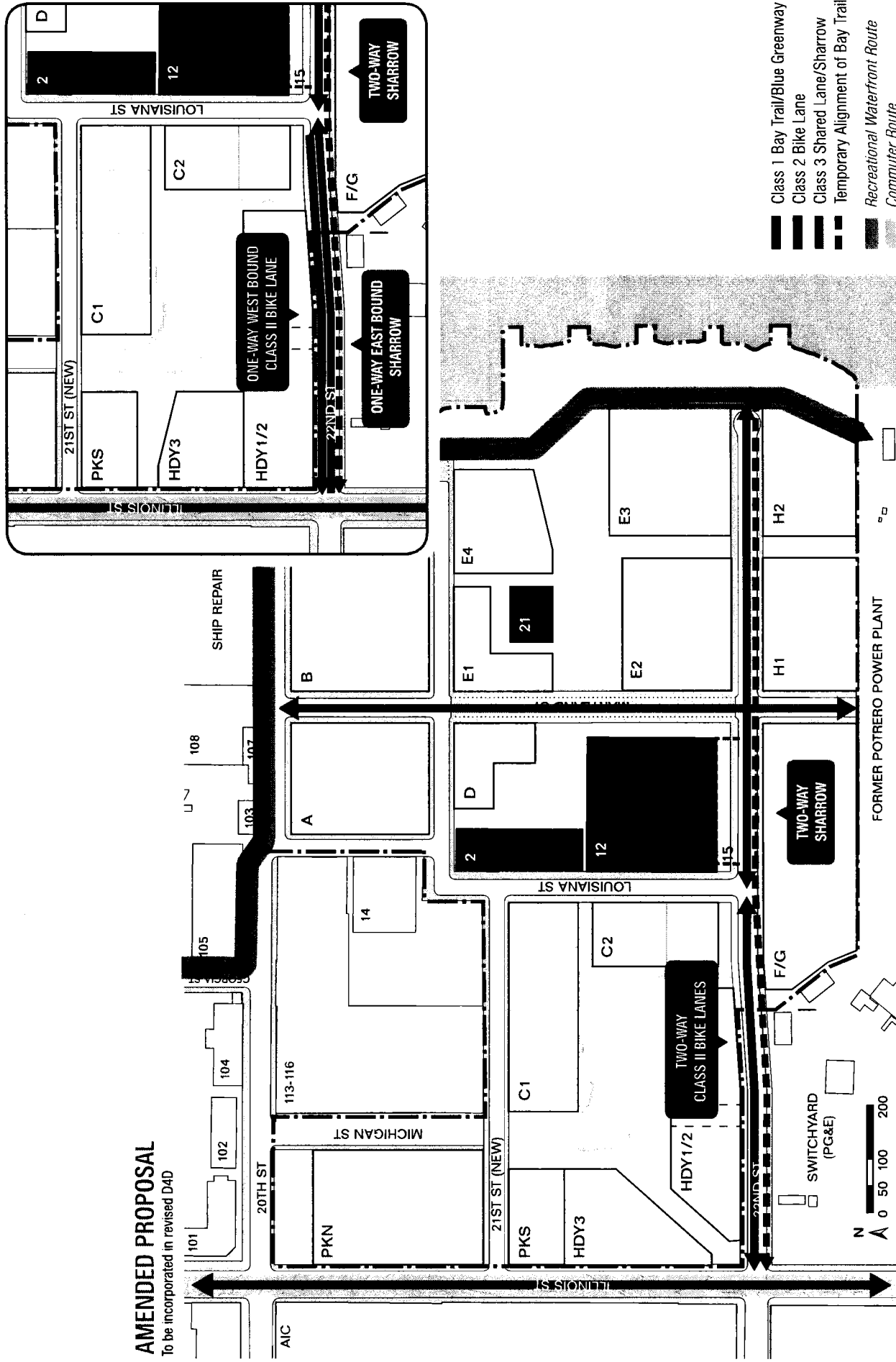


FIGURE 4.5.1: Bicycle Network

ON-STREET PARKING UPDATE

8/9 D4D PROPOSAL

AMENDED PROPOSAL

To be incorporated in revised D4D

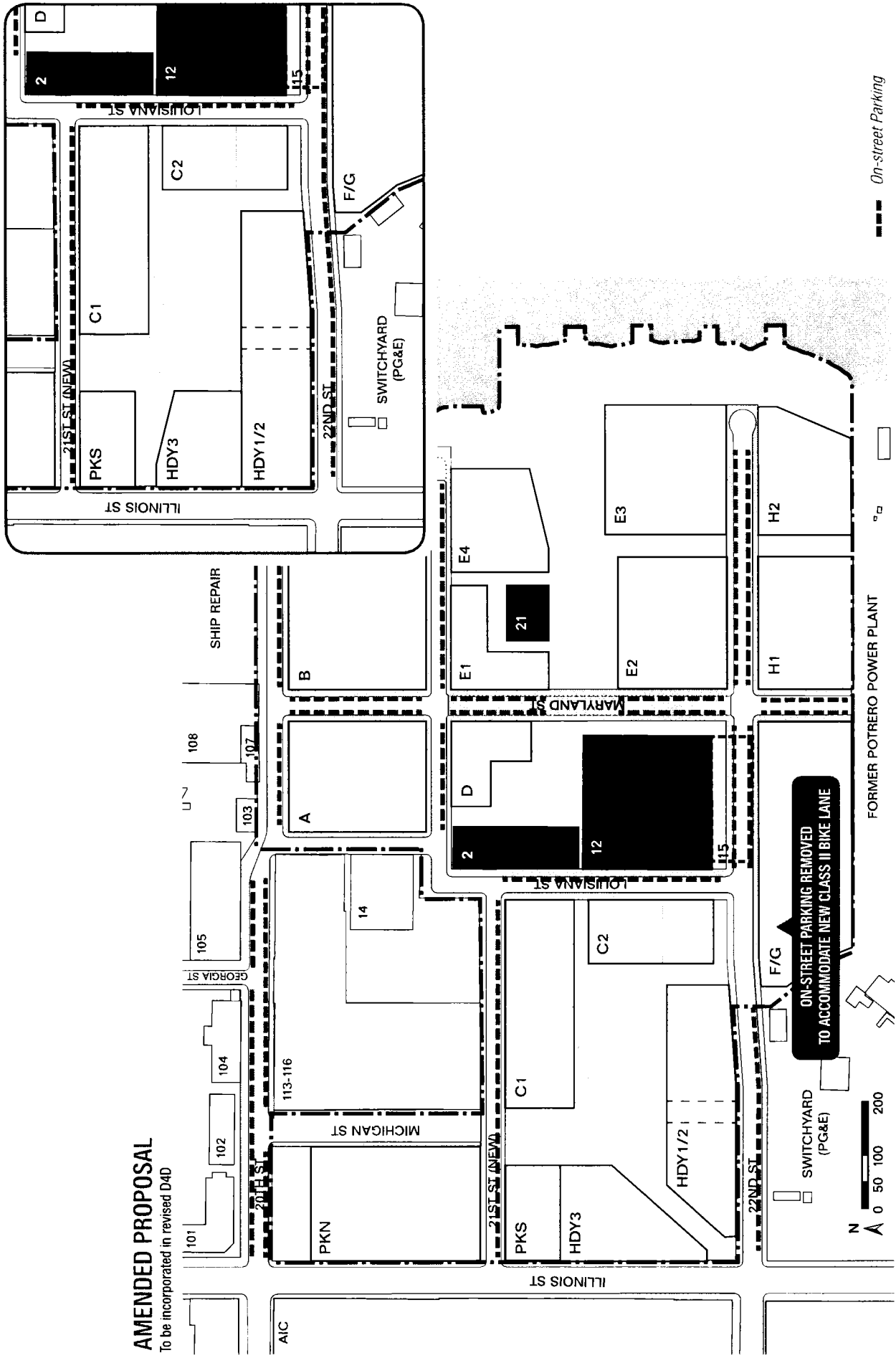


FIGURE 5.3.1: Illustrative Locations for On-street Parking
 Note: Diagram shows illustrative locations of parking lanes. Some locations may eliminate on-street parking stalls in order to accommodate for SFFD or other circulation requirements.

1 accordance with Subsection 249.79(l)(5) below. These requirements may be modified pursuant to
 2 implementation of the Project's Transportation Demand Management (TDM) requirement, as set forth
 3 in the DDA.

4

5 **Table 249.79(h)(4)**

6 **Maximum Permitted Off-Street Parking**

7 <u>Residential Use</u>	<u>0.6 spaces per residential unit</u>
8 <u>Office Use</u>	<u>1 space per 1500 square feet of Gross Floor</u> 9 <u>Area</u>
10 <u>All Other Uses</u>	<u>None permitted</u>

11 (5) **Bicycle Parking.** The amount ~~and design~~ of bicycle parking required shall be
 12 governed by the controls set forth in the Planning Code, ~~whereas~~ but the location and design of
 13 required bicycle parking shall be governed by the controls set forth in the Design for Development.

14 (6) **Dwelling Unit Density.** There shall be no density limit for any residential use.

15 (7) **Dwelling Unit Exposure.** The provisions of Section 140 shall not apply. Dwelling
 16 units in new construction shall face onto one of the following open areas that is open to the sky:

17 (A) A public street, public alley, or mid-block passage (public or private) at
 18 least 20 feet in width;

19 (B) An exterior courtyard or terrace at least 25 feet in width that is open to a
 20 public street, public alley, mid-block passage (public or private);

21 (C) A public open space that is at least 25 feet in width, including Irish Hill, a
 22 landscape feature;

23 (D) An interior courtyard at least 25 feet in width and a maximum height of 55
 24 feet;

25 (E) An interior courtyard at least 40 feet in width without regard to height; or

1 phase for consistency with the off-street parking requirements set forth in this Section 249.79
2 prior to Port Commission approval of the Phase Application.

3 (k) Review and Approval of Open Space. The Port Commission shall have exclusive
4 jurisdiction over the review of proposed publicly-owned open space within the SUD for consistency
5 with the Design for Development, including program, design, and the inclusion of any ancillary
6 structures. Any privately-owned publicly-accessible open space on any of the development parcels shall
7 be reviewed and approved by Planning as part of the associated Vertical Improvement.

8 (l) Design Review and Approval of Vertical Improvements.

9 (1) Applications. Applications for design review are required for all Vertical
10 Improvements prior to issuance of building permits. An application for design review shall be filed at
11 the Port by the owner or authorized agent of the owner of the property for which the design review is
12 sought. Each application shall include the documents and materials necessary to determine consistency
13 with this Section and the Design for Development, including site plans, sections, elevations, renderings,
14 landscape plans, and exterior material samples to illustrate the overall concept design of the proposed
15 buildings. If an Applicant requests a Major or Minor Modification, the application shall contain
16 descriptive material such as narrative and supporting imagery, if appropriate, that describes how the
17 proposed Vertical Improvement meets the intent of the SUD and Design for Development and provides
18 architectural treatment and public benefit that are equivalent or superior to strict compliance with the
19 standards.

20 (2) Completeness. Port and Planning staff shall review the application for
21 completeness and advise the Applicant in writing of any deficiencies within 30 days after receipt of the
22 application or, if applicable, within 15 days after receipt of any supplemental information requested
23 pursuant to this Section. Review by Port staff shall also include a review for compliance with the
24 requirements of the applicable Vertical DDA (or, if the Vertical DDA has not been executed at the time
25 of application submittal, for compliance with the requirements of the form of Vertical DDA approved

1 by the Board of Supervisors and the information provided in Developer's applicable Appraisal Notice
2 submitted under the DDA). If staff does not so advise the applicant, the application shall be deemed
3 complete.

4 (3) Staff Design Review of Buildings. Each application for Vertical Improvements
5 shall be subject to the administrative design review process set forth in this subsection (l). Upon a
6 determination of completeness (or deemed completeness), staff shall conduct design review and
7 prepare a staff report determining compliance of the Vertical Improvement with this Section 249.79
8 and the Design for Development, including a recommendation regarding any modifications sought.
9 Such staff report shall be delivered to the Applicant and any third parties requesting notice in writing,
10 shall be kept on file, and posted on the Department's website for public review, within 60 days of the
11 determination of completeness (or deemed completeness).

12 If staff determines that the Vertical Improvement is not compliant with the Design for
13 Development and this Section 249.79, it will notify the Applicant within the applicable 60-day period,
14 in which case, the Applicant may resubmit the Application and the requirements under
15 ~~S~~subsection(l)(1) through ~~S~~subsection (l)(3) apply anew, except the time for staff review shall be 30
16 days.

17 (4) Port Review of Historic Buildings. Port staff shall review schematic designs for
18 each Historic Building in accordance with the procedures set forth in the ground lease between Port
19 and the Applicant for the applicable Historic Building. Port staff review shall include a determination
20 of consistency with the Design for Development and applicable mitigation measures, including
21 compliance with Secretary of the Interior's Standards for the Treatment of Historic Properties.

22 (5) Off-Street Parking. It is the intent of this SUD that at full build-out of all parcels in
23 the SUD, the total number of off-street parking spaces within the SUD shall not exceed the applicable
24 maximum parking ratios specified in Table 249.79(h)(4) above. The maximum parking ratios shall not
25 apply to individual Vertical Improvements or parcels, but shall be considered cumulatively for the SUD

August 24, 2017

**RECORDING REQUESTED BY
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

Exempt from recording fees under
Government Code § 27383.

Recorder's Stamp

**DEVELOPMENT AGREEMENT
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND
FC PIER 70, LLC, A DELAWARE LIMITED LIABILITY COMPANY
RELATING TO DEVELOPMENT OF CITY LAND
UNDER THE JURISDICTION OF
THE PORT COMMISSION OF SAN FRANCISCO**

[Insert Reference Date]

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APPENDIX EXCERPT

Consent to Development Agreement (Port Commission)
 Consent to Development Agreement (SFMTA)
 (with Transportation Plan and Pier 70 TDM Program attachments)
 Consent to Development Agreement (SFPUC)

EXHIBITS

DA Exhibit A: Legal description and Site Plan
 DA Exhibit B: Project Approvals
 DA Exhibit C: Chapter 56 as of the Reference Date

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DA-iv

**DEVELOPMENT AGREEMENT
(Pier 70 28-Acre Site)**

This **DEVELOPMENT AGREEMENT** (“**Development Agreement**”) is between the **CITY AND COUNTY OF SAN FRANCISCO**, a political subdivision and municipal corporation of the State of California (including its agencies and departments, the “**City**”), and **FC Pier 70, LLC**, a Delaware limited liability company (“**Developer**”) (each, a “**Party**”), is dated as of the Reference Date, and is made in conjunction with that certain Disposition and Development Agreement (the “**DDA**”) between the City, acting by and through the San Francisco Port Commission (the “**Port Commission**” or “**Port**”), and Developer. The DDA establishes the relative rights and obligations of the Port and Developer for the 28-Acre Site development project, some of which will be implemented as described in other Transaction Documents.

RECITALS

A. The City owns about 7 miles of tidelands and submerged lands along San Francisco Bay, including approximately 72 acres known as Pier 70 or Seawall Lot 349 under Port jurisdiction in the central waterfront area of San Francisco. Pier 70 is generally bounded by Illinois Street on the west, 22nd Street on the south, and San Francisco Bay on the north and east. The National Park Service listed approximately 66 acres of Pier 70 as the *Union Iron Works Historic District* in the National Register of Historic Places in 2014.

B. The City and Developer have negotiated this Development Agreement to vest in Developer and its successors certain entitlement rights with respect to the 28-Acre Site, the legal description of which is attached as **DA Exhibit A**.

C. The City has established a 35-acre Pier 70 Special Use District that includes the 28-Acre Site and adjacent parcels called the Illinois Street Parcels. Developer is the master developer for the 28-Acre Site and is responsible for subdividing and improving the 28-Acre Site and a portion of the Illinois Street Parcel known as Parcel K with Horizontal Improvements needed or desired to serve vertical development. Under the DDA, Developer has an Option to develop Vertical Improvements on designated Development Parcels known as Option Parcels. Horizontal and vertical development of the Project will be subject to the Project Requirements in the DDA, which include Regulatory Requirements.

D. The Development Agreement Statute authorizes local governments to enter into development agreements with persons having a legal or equitable interest in real property to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development. In accordance with the Development Agreement Statute, the City adopted Chapter 56 to establish local procedures and requirements for development agreements. The Parties are entering into this Development Agreement in accordance with the Development Agreement Statute and Chapter 56. This Development Agreement is consistent with the requirements of section 65865.2 of the Development Agreement Statute, which requires a development agreement to state its duration, permitted uses of the property, the density or intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes.

E. The City and the Port have determined that the development of the Project in accordance with the DA Requirements will provide public benefits greater than the City and the Port could have obtained through application of pre-existing City ordinances, regulations, and policies. Public benefits include:

1. revitalizing a portion of the former industrial site that currently consists of asphalt lots and deteriorating buildings behind chain link fences that prevent open public access to the waterfront;

2. building a network of waterfront parks, playgrounds, and recreational facilities on the 28-Acre Site that, with development of the Illinois Street Parcels, will more than triple the amount of parks in the neighborhood;
3. creating significant amounts of on-site affordable housing units on the 28-Acre Site and Parcel K South;
4. restoring three deteriorating historic structures that are significant contributors to the historic district for reuse;
5. providing substantial new and renovated space for arts/cultural nonprofits, small-scale manufacturing, local retail, and neighborhood services;
6. preserving the artist community currently located in the Noonan Building in new state-of-the-art, on-site space that is affordable, functional, and aesthetically pleasing;
7. creating an estimated 10,000 permanent jobs and 11,000 temporary construction jobs and implementing a robust workforce commitment program to encourage local business participation;
8. investing over \$200 million to build transportation and other infrastructure critical to serving the 28-Acre Site, the historic district, the historic ship repair operations, and the surrounding neighborhood; and
9. implementing sustainability measures to enhance livability, health and wellness, mobility and connectivity, climate protection, resource efficiency, and ecosystem stewardship and provide funding sources needed to protect the Pier 70 shoreline from sea level rise.

F. The Project Approvals listed on **DA Exhibit B** entitle Developer's proposed Project, and authorize Developer to proceed with development in accordance with the Project Requirements under the DDA, which include this Development Agreement. The Parties intend for all acts referred to in this Development Agreement to comply with CEQA, the CEQA Guidelines, and the CEQA Procedures (collectively, "**CEQA Laws**"), the Development Agreement Statute, Chapter 56, and the DA Ordinance (together, "**DA Laws**"), the Planning Code, and all other Applicable Laws in effect on the Reference Date. This Development Agreement does not limit either the City's obligation to comply with CEQA Laws before taking any further discretionary action regarding the 28-Acre Site or Developer's obligation to comply with all Applicable Laws in the development of the Project.

AGREEMENT

1. DEFINITIONS

1.1. Role of Appendix. The attached excerpt from the **Appendix** includes Part A (Standard Provisions and Rules of Interpretation) and is an integral part of this Development Agreement.

1.2. Definitions Used. The following terms have the meanings given to them below, are defined elsewhere in this Development Agreement as indicated, or are defined in the Appendix.

"**28-Acre Site**" means a portion of Pier 70 that is described in the legal description and site plan attached as **DA Exhibit A**.

"**28-Acre Site Affordable Housing Fee**" is defined in the AHP.

"**28-Acre Site CFD**" is defined in the Appendix.

- “**28-Acre Site Jobs/Housing Equivalency Fee**” is defined in the Appendix and means the Impact Fee that Vertical Developers of office and other nonresidential uses will pay under **Subsection 5.4(b)** (Impact Fees and Exactions) in lieu of the Jobs/Housing Linkage Fee payable under Planning Code sections 413.1-413.11.
- “**Project**” means the development of the 28-Acre Site in accordance with the DA Requirements.
- “**AB 418**” is defined in the Appendix.
- “**Acquiring Agencies**” is defined in the Appendix.
- “**Acquisition Agreement**” means the Acquisition and Reimbursement Agreement between Developer and the Port in the form of *FP Exh A*.
- “**Adequate Security**” is defined in the Appendix.
- “**Administrative Fee**” is defined in the Appendix and means: (i) a City fee imposed citywide (or portwide, for Port fees) in effect and payable when a developer submits an application for any permit or approval, intended to cover only the estimated actual costs to the City or the Port of processing the application, addressing any related hearings or other actions, and inspecting work under the permit or approval; and (ii) amounts that Developer or a Vertical Developer must pay to the City or the Port under any Transaction Document to reimburse the City or the Port for its administrative costs in processing applications for any permits or approvals required under the DA Requirements.
- “Administrative Fee” excludes any Impact Fee or Exaction and Other City Costs subject to reimbursement under the DDA.*
- “**Affordable Housing Developer**” is defined in the AHP.
- “**Affordable Housing Parcel**” as defined in the AHP means a Development Parcel for which Developer must construct all necessary Horizontal Improvements needed for development in accordance with the AHP.
- “**Affordable Housing Plan**” means *DDA Exh B3*.
- “**Affordable Housing Project**” as defined in the AHP means the building that an affordable housing developer builds on an Affordable Housing Parcel in accordance with the AHP.
- “**Agent**” is defined in the Appendix.
- “**Aggrieved Party**” is defined in the Appendix and means the Party alleging that a Breaching Party has committed an Event of Default or is in Material Breach under the terms of this Development Agreement.
- “**AHP**” is an acronym for the Affordable Housing Plan.
- “**AHP Housing Area**” is defined in the AHP.
- “**Annual Review**” is defined in **Subsection 8.1(a)** (Statutory Provision).
- “**Annual Review Date**” is defined in **Subsection 8.1(c)** (Planning Director’s Discretion).
- “**Appendix**” means the Appendix to Transaction Documents for the Pier 70 Mixed-Use Project, consisting of Appendix Part A: Standard Provisions and Rules of Interpretation; Part B: Glossary of Defined Terms; and Part C: Index to Other Defined Terms.
- “**Appendix G-2**,” “**Appendix G-3**,” and “**Appendix G-4**” are defined in the Appendix.
- “**Applicable Law**” is defined in the Appendix and means, individually or collectively, any law that applies to development, use, or occupancy of or conditions at the FC Project Area.
- “**Applicable Lender Protections**” means provisions under *DDA art. 19 (Lender Rights)*, *VDDA art. 15 (Financing; Rights of Lenders)*, and *Parcel Lease art. XXXIX (Mortgages)*

that protect the rights of Lenders making loans to Borrowers to finance Improvements at the FC Project Area.

“**Applicable Port Laws**” is defined in the Appendix and means the Burton Act as amended by AB 418, the statutory trust imposed by the Burton Act, Charter Appendix B, and the common law public trust for navigation, commerce, and fisheries.

“**Assessor**” is defined in the Appendix.

“**Assignment and Assumption Agreement**” means an Assignment and Assumption Agreement in the form of *DDA Exh D10* or *VDDA Exh [XXXX]*.

“**Associated Public Benefits**” means the Developer Construction Obligations identified as Associated Public Benefits in the Schedule of Performance attached to the DDA as *DDA Exh B2*, some of which are also described in **Section 4.1** (Public Benefits).

“**AWSS**” is defined in the Appendix.

“**BMR Credit**” is defined in the AHP.

“**BMR Unit**” is defined in the AHP.

“**Bonds**” is defined in in the Appendix.

“**Borrower**” is defined in the Appendix.

“**Breaching Party**” is defined in the Appendix and means a Party alleged to have committed an Event of Default under this Development Agreement.

“**Burton Act**” is defined in the Appendix.

“**CEQA**” is an acronym for the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000-21189.3).

“**CEQA Findings**” means findings adopted by the Planning Commission, the Port Commission, and the Board of Supervisors under CEQA Laws.

“**CEQA Guidelines**” means the California Guidelines for Implementation of CEQA (Cal. Admin. Code §§ 15000-15387).

“**CEQA Laws**” is defined in the Appendix and is repeated in **Recital F**.

“**CEQA Procedures**” means Administrative Code chapter 31.

“**CFD**” is defined in the Appendix.

“**CFD Agent**” is defined in the Appendix.

“**Change to Existing City Laws and Standards**” means any change to Existing City Laws and Standards or other laws, plans, or policies adopted by the City or the Port or by voter initiative after the Reference Date that would conflict with the Project Approvals, the Transaction Documents, or Applicable Port Laws as specified in **Section 5.3** (Changes to Existing City Laws and Standards).

“Change to Existing City Laws and Standards” excludes regulations, plans, and policies that change only procedural requirements of Existing City Laws and Standards.

“**Chapter 56**” means Administrative Code chapter 56, which the Board of Supervisors adopted under the Development Agreement Statute.

“**Chief Harbor Engineer**” is defined in the Appendix.

“**City**” is defined in the Appendix, subject to **Subsection 2.4(b)** (Port Obligations) for the purposes of this Development Agreement.

“**City Agency**” is defined in the Appendix and means any public body or an individual authorized to act on behalf of the City in its municipal capacity, including the Board of Supervisors or any City commission, department, bureau, division, office, or other subdivision, and officials and staff to whom authority is delegated, on matters within the City Agency’s jurisdiction.

“**City Charter**” is defined in the Appendix.

“**City Law**” is defined in the Appendix and means any City ordinance or Port code provision and implementing regulations and policies governing zoning, subdivisions and subdivision design, land use, rate of development, density, building size, public improvements and dedications, construction standards, new construction and use, design standards, permit restrictions, development impacts, terms and conditions of occupancy, and environmental guidelines or review at the FC Project Area, including, as applicable: (i) the Waterfront Plan and the Design for Development; (ii) the Construction Codes, applicable provisions of the Planning Code, including section 249.79 and the City’s zoning maps, the Subdivision Code, and the General Plan; (iii) local Environmental Laws and the Health Code; and (iv) the Other City Requirements.

“**City Party**” is defined in the Appendix.

“**citywide**” is defined in the Appendix and means all real property within the territorial limits of San Francisco, not including any property owned or controlled by the United States or the State that is exempt from City Laws.

“**Claim**” is defined in the Appendix and means a demand made in an action or in anticipation of an action for money, mandamus, or any other relief available at law or in equity for a Loss arising directly or indirectly from acts or omissions occurring in relation to the Project or at the FC Project Area during the DA Term.

“Claim” excludes any demand made to an insurer under an insurance policy.

“**Component**” is defined in the Appendix and means a discrete portion or phase of a Horizontal Improvement where the Horizontal Improvement has an estimated construction cost over \$1 million.

“**Consent**” is defined in in the Appendix.

“**Construction Codes**” is defined in the Appendix and means the Port Building Code and all Municipal Codes regulating construction of Vertical Improvements, including the International Building Code, the California Building Code, and other uniform construction codes to the extent incorporated and as modified by the Port Commission or the Board of Supervisors.

“**Construction Document**” is defined in the Appendix and means any Improvement Plan or Master Utility Plan submitted to the Port or City in accordance with the ICA for Horizontal Improvements.

“**Construction Permit**” is defined in the Appendix

“**Current Phase**” is defined in the Appendix and means the Phase of the Project during which an event or determination occurs.

“**DA Assignment**” is defined in **Section 10.1** (DA Successors’ Rights).

“**DA Laws**” is defined in **Recital F**.

“**DA Ordinance**” means Ordinance No. XXXX adopting this Development Agreement, incorporating by reference CEQA findings, General Plan Consistency Findings, and public trust findings, and authorizing the Planning Director to execute this Development Agreement on behalf of the City.

“**DA Requirements**” is defined in **Subsection 5.2(a)** (Agreement to Follow).

“**DA Successor**” is defined in **Section 10.1** (DA Successors’ Rights).

“**DA Term**” is defined in **Section 2.2** (DA Term).

“**Deferred Infrastructure**” is defined in the Appendix and means Horizontal Improvements, primarily consisting of Utility Infrastructure, Public ROWs, and other Improvements installed between the edge of a Public ROW and the boundary of a Development Parcel, such as sidewalks and curb cuts, street lights, furnishing, and landscaping, and utility boxes and laterals serving the parcel, that Vertical Developers in a Current Phase will be required to construct under their Vertical DDA.

“Deferred Infrastructure” excludes utility improvements and fixtures customarily installed as part of a Vertical Improvement.

“**Design for Development**” means the Pier 70 Design for Development as approved by the Port Commission and the Planning Commission.

“**Developer Construction Obligations**” is defined in the Appendix.

“**Developer Mitigation Measure**” is defined in the Appendix and means any Mitigation Measure in the Mitigation Monitoring and Reporting Program attached to the DDA as *DDA Exh B10* that is to be performed by Developer or a Vertical Developer or that is otherwise identified as the responsibility of the “owner” or the “project sponsor.”

“**Development Agreement**” means this Development Agreement.

“**Development Agreement Statute**” means California Government Code sections 65864-65869.5.

“**Development Parcel**” is defined in the Appendix and means a buildable parcel in the SUD and includes each Option Parcel.

“**Director of Public Works**” is defined in in the Appendix.

“**Director of Transportation**” is defined in the Appendix.

“**Environmental Laws**” is defined in in the Appendix.

“**Environmental Regulatory Agency**” is defined in the Appendix.

“**Event of Default**” is defined in **Section 9.2** (Events of Default).

“**Exaction**” is defined in the Appendix and means any requirement to provide services or dedicate land or Improvements that the City imposes as a condition of approval to mitigate the impacts of increased demand for public services, facilities, or housing caused by a development project, which may or may not be an impact fee governed by the Mitigation Fee Act, including a fee paid in lieu of complying with a City requirement.

“Exaction” excludes Mitigation Measures and any federal, state, or regional impositions.

“**Excusable Delay**” is defined in the Appendix.

“**Existing City Laws and Standards**” is defined in **Subsection 5.2(a)** (Agreement to Follow).

“**FC Project Area**” is defined in the Appendix.

“**Federal or State Law Exception**” is defined in **Subsection 5.6(a)** (City’s Exceptions).

“**Final EIR**” is defined in the Appendix and means the environmental impact report for the Project that the Planning Department published on [date], together with the Comments and Responses document, [add specifics of approval].

- “**Final Map**” is defined in the Appendix and means a final Subdivision Map meeting the requirements of the Subdivision Code and the Map Act.
- “**Financing Documents**” is defined in the Appendix.
- “**Financing Plan**” means *DDA Exh C1*.
- “**First Construction Document**” means the first building permit, site permit, or addendum issued for a Vertical Improvement that authorizes its construction.
- “*First Construction Document*” *excludes permits or addenda for demolition, grading, shoring, pile driving, or other site preparation work.*
- “**FP**” is an acronym for the Financing Plan.
- “**Future Approval**” means any Regulatory Approval required after the Reference Date to implement the FC Project Area Project or begin Site Preparation or construction of Improvements.
- “**General Plan Consistency Findings**” means findings made in Motion No. XXXX by the Planning Commission [Add specifics if necessary to conform to motion] that the Project as a whole and in its entirety is consistent with the objectives, policies, general land uses, and programs specified in the General Plan and the planning principles in Planning Code section 101.1.
- “**gsf**” is an acronym for gross square feet in any structure, as measured under applicable provisions of the Design for Development.
- “**Historic Building**” is defined in the Appendix and means any one of the historic structures in the 28-Acre Site known as Building 2, Building 12, and Building 21, each of which is classified as a significant contributing historic resource to the Union Iron Works Historic District.
- “**horizontal development**” is defined in the Appendix.
- “**Horizontal Improvements**” means public capital facilities and infrastructure built or installed in or to serve the FC Project Acre, including Site Preparation, Shoreline Improvements, Public Spaces, Public ROWs, and Utility Infrastructure, but excluding Vertical Improvements, all as defined in the Appendix.
- “**Housing Tax Increment**” is defined in the Appendix.
- “**ICA**” is an acronym for “interagency cooperation agreement” that refers to the Memorandum of Understanding (Interagency Cooperation), an interagency agreement between the Port and the City, through the Mayor, the Controller, the City Administrator, and the Director of Public Works, with the Consents of SFMTA SFPUC, and SFFD, establishing procedures for interagency cooperation in City Agency review of Construction Documents, inspection of Horizontal Improvements, and related matters, as authorized by Port Resolution No. [XXXX] and the MOU Resolution under Charter section B7.320.
- “**IFD Agent**” is defined in the Appendix.
- “**Illinois Street Parcel**” is defined in the Appendix.
- “**Impact Fee**” means any fee that the City imposes as a condition of approval to mitigate the impacts of increased demand for public services, facilities, or housing caused by the development project that may or may not be an impact fee governed by the Mitigation Fee Act, including any in-lieu fee.
- “*Impact Fee*” *excludes any Administrative Fee, school district fee, or federal, state, or regional fee, tax, special tax, or assessment.*

“**Improvement**” is defined in the Appendix and means any physical change required or permitted to be made to the FC Project Area under the DDA, including Horizontal Improvements and Vertical Improvements.

“**Improvement Plan**” is defined in the Appendix and means any improvement and engineering plan meeting applicable City and Port specifications for the applicable Horizontal Improvements approved by the Port in accordance with the ICA.

“**Inclusionary Unit**” is defined in the AHP.

“**Index**” means the Construction Cost Index, San Francisco, published monthly by Engineering News-Record or replacement index as agreed by the Parties.

“**Indexed**” means the product of a cost estimate or actual cost that Developer established for Vertical Improvements or any Component of Horizontal Improvements in a Prior Phase, multiplied by the percentage of any increase between the Index published in the month in which the earlier actual cost or cost estimate was established and the Index published in the month in which Developer claims a Material Cost Increase.

“**Infrastructure Plan**” is defined in the Appendix and means the Infrastructure Plan attached to the DDA as *DDA Exh B8*, including the Streetscape Master Plan and each Master Utility Plan when approved by the applicable City Agency.

“**in-lieu fee**” is defined in the Appendix and means a fee a developer may pay instead of an Impact Fee or complying with an Exaction.

“**Insolvency**” is defined in the Appendix and means a person’s financial condition that results in any of the following:

- (i) a receiver is appointed for some or all of the person’s assets;
- (ii) the person files a petition for bankruptcy or makes a general assignment for the benefit of its creditors;
- (iii) a court issues a writ of execution or attachment or any similar process is issued or levied against any of the person’s property or assets; or
- (iv) any other action is taken by or against the person under any bankruptcy, reorganization, moratorium or other debtor relief law.

“**Interested Person**” is defined in the Appendix and means a person that acquires a property interest or security interest in any portion of the 28-Acre Site by Vertical DDA, Parcel Lease, Assignment and Assumption Agreement, or Mortgage.

“**IRFD**” is defined in the Appendix.

“**IRFD Agent**” is defined in the Appendix.

“**IFD Financing Plan**” is defined in the Appendix.

“**LBE**” is defined in the Appendix.

“**Lender**” is defined in the Appendix and used in the Applicable Lender Protections.

“**Losses**” is defined in the Appendix and means, when used in reference to a Claim, any personal injury, property damage, or other loss, liability, actual damages, compensation, contribution, cost recovery, lien, obligation, interest, injury, penalty, fine, action, judgment, award, or costs (including reasonable attorneys’ fees), or reasonable costs to satisfy a final judgment of any kind, known or unknown, contingent or otherwise, except to the extent specified in the DDA.

“**Map Act**” is defined in in the Appendix.

“**Market-Rate Condo Project**” is defined in the Appendix.

- “Market-Rate Rental Project”** is defined in the Appendix.
- “Master Lease”** is defined in the Appendix and means an interim lease for most of the FC Project Area in the form of *DDA Exh D2* that will allow Developer to take possession of the premises and construct Horizontal Improvements approved under the DDA.
- “Master Lease Premises”** means the portions of the 28-Acre Site subject to the Master Lease.
- “Master Utility Plan”** is defined in in the Appendix.
- “Material Breach”** means the occurrence of any of the events described in *DDA art. 12 (Material Breaches and Termination)*.
- “Material Change”** means any circumstance that would create a conflict between a Change to Existing City Laws and Standards and the Project Approvals that is described in **Subsection 5.3(b) (Circumstances Causing Conflict)**.
- “Material Cost Increase”** means a material cost increase in the costs of Vertical Improvements or any Component of Horizontal Improvements, as applicable.
- “Material Modification”** is defined in in the Appendix
- “Mello-Roos Taxes”** is defined in in the Appendix.
- “Mitigation Fee Act”** means provisions of chapter 5, division 1, title 7 of the California Government Code beginning with section 66000, as described in section 66000.5.
- “Mitigation Measure”** is defined in in the Appendix.
- “MMRP”** is an acronym for the Mitigation Monitoring and Reporting Program that Planning Commission adopted by Resolution No. [XXXX].
- “MOHCD”** is an acronym for the Mayor’s Office of Housing and Community Development.
- “Mortgage”** is defined in the Appendix and used in the Applicable Lender Protections.
- “MOU Resolution”** is defined in the Appendix.
- “Noonan Building”** is defined in the Appendix.
- “Obligor”** is defined in the Appendix and means the person contractually obligated to perform under any form of Adequate Security provided under *DDA art. 17 (Security for Project Activities)*.
- “Official Records”** is defined in the Appendix and means official real estate records that the Assessor records and maintains.
- “OLSE”** is defined in the Appendix.
- “Option Parcel”** is defined in the Appendix and means a Development Parcel for which Developer has an Option under *DDA art. 7 (Parcel Conveyances)*.
- “Other City Agencies”** is defined in the Appendix and means a City Agency other than the Port.
- “Other City Costs”** is defined in the Appendix and means costs that Other City Agencies incur to perform their obligations under the ICA, the Development Agreement, and the Tax Allocation MOU to implement or defend actions arising from the Project, including staff costs determined on a time and materials basis, third-party consultant fees, attorneys’ fees, and costs to administer the financing districts to the extent not paid by Public Financing Sources.
- “Other City Costs” excludes Port Costs, Administrative Fees, Impact Fees, and Exactions.*
- “Other City Requirements”** means *DDA Exh E1*.

“Other Regulator” is defined in the Appendix and means a federal, state, or regional body, administrative agency, commission, court, or other governmental or quasi-governmental organization with regulatory authority over Port land, including any Environmental Regulatory Agency.

“Other Regulator” excludes all City Agencies.

“Parcel K” is defined in the Appendix.

“Parcel K North” is defined in the Appendix.

“Parcel K South” is defined in the Appendix.

“Parcel Lease” is defined in the Appendix and means a contract in the form of *DDA Exh D4* by which the Port will convey a leasehold interest in an Option Parcel to a Vertical Developer.

“PDR” is defined in the Appendix.

“Phase” is defined in the Appendix and means one of the integrated stages of horizontal and vertical development for the FC Project Area as shown in the Phasing Plan, as may be revised from time to time in accordance with *DDA art. 3 (Phase Approval)*.

“Phase Approval” is defined in the Appendix and means approval by the Port of a Phase Submittal under *DDA art. 3 (Phase Approval)*.

“Phase Area” is defined in the Appendix and means the Development Parcels and other land at the FC Project Area that are to be developed in a Phase.

“Phase Improvements” is defined in the Appendix and means Horizontal Improvements that are to be constructed under a Phase Approval.

“Phase Submittal” is defined in the Appendix and means Developer’s application for Port Commission approval of a proposed Phase under *DDA art. 3 (Phase Approval)*.

“Phasing Plan” is defined in the Appendix and means *DDA Exh B1*, which shows the order of development of the Phases and the Development Parcels in each Phase Area, subject to revision under *DDA art. 3 (Phase Approval)*.

“Pier 70 TDM Program” is defined in **Subsection 4.1(c)** (Specific Benefits).

“Planning” is defined in the Appendix and means the San Francisco Planning Commission, acting by motion or resolution or by delegation of its authority to the Planning Department and the Planning Director.

“Planning Director” is defined in the Appendix.

“Port” and **“Port Commission”** are defined in the Appendix.

“Port Consent” means the Consent of the Port Commission of the City and County of San Francisco that is attached to and incorporated in this Development Agreement.

“Port Director” is defined in the Appendix.

“portwide” is defined in the Appendix and means any matter relating to all real property under the jurisdiction of the Port Commission.

“Prior Phase” is defined in the Appendix and means the Phase or Phases for which Developer obtained Phase Approval before any Current Phase.

“Project” is defined in the Appendix and means the Project.

“Project Approval” is defined in the Appendix and means a Regulatory Approval by a City Agency that is necessary to entitle the Project and grant Developer a vested right to begin Site Preparation and construction of Horizontal Improvements, including those listed in

DA Exhibit B and includes Future Approvals in accordance with **Subsection 5.1(d)** (Future Approvals).

“**Project Payment Obligation**” is defined in the Appendix.

“**Project Requirements**” is defined in the Appendix.

“**Prop M**” means Planning Code sections 320-325, which implement Proposition M, adopted in November 1986.

“**Public Financing Sources**” is defined in the Appendix.

“**Public Health and Safety Exception**” is defined in **Subsection 5.6(a)** (City’s Exceptions).

“**Public ROWs**” is defined in the Appendix and means Horizontal Improvements consisting of public streets, sidewalks, shared public ways, bicycle lanes, and other paths of travel, associated landscaping and furnishings, and related amenities.

“**Public Spaces**” is defined in the Appendix.

“**public trust**” is defined in in the Appendix.

“**Reference Date**” means the date stated on the title page, which is the date that the Board of Supervisors last took actions to approve and entitle the Project.

“**Regulatory Agency**” is defined in the Appendix and means a City Agency or Other Regulator with jurisdiction over any aspect of land in the SUD.

“**Regulatory Approval**” is defined in the Appendix and means any motion, resolution, ordinance, permit, approval, license, registration, utility services agreement, Final Map, or other action, agreement, or entitlement required or issued by any Regulatory Agency, as finally approved.

“**Regulatory Requirements**” is defined in the Appendix.

“**Requested Change Notice**” means Developer’s notice to the Port requesting changes to the Phasing Plan under *DDA § 3.9 (Changes to Project after Phase 1)*.

“**RMA**” is defined in the Appendix.

“**Schedule of Performance**” means the Schedule of Performance attached to the DDA as *DDA Exh B2*.

“**Section 1.126**” is defined in **Subsection 13.6(a)** (Application).

“**Section 169**” means Planning Code sections 169-169.6, which sets forth requirements of the TDM Program and requires new projects subject to its requirements to incorporate design features, incentives, and tools to encourage new residents, tenants, employees, and visitors to travel by sustainable transportation modes.

“**Section 409**” means Planning Code section 409, which establishes citywide reporting requirements for Impact Fees and timing and mechanisms for annual adjustments to Impact Fees.

“**Services CFD**” is defined in the Appendix.

“**Services Special Taxes**” is defined in the Appendix.

“**SFFD**” is an acronym for the San Francisco Fire Department.

“**SFMTA**” is an acronym for the San Francisco Municipal Transportation Agency.

“**SFMTA Consent**” means the Consent of the Municipal Transportation Agency of the City and County of San Francisco that is attached to and incorporated in this Development Agreement.

“**SFPUC**” is an acronym for the San Francisco Public Utilities Commission.

“**SFPUC Consent**” means the Consent of the Public Utilities Commission of the City and County of San Francisco that is attached to and incorporated in this Development Agreement.

“**SFPUC General Manager**” is defined in the Appendix.

“**SFPUC Wastewater Capacity Charge**” means the wastewater capacity charge imposed by the SFPUC under SFPUC Resolution 14-0072.

“**SFPUC Water Capacity Charge**” means the water capacity charge imposed by the SFPUC under SFPUC Resolution 14-0072.

“**Shoreline Improvements**” is defined in the Appendix.

“**Site Preparation**” is defined in the Appendix and means physical work to prepare and secure the FC Project Area for installation and construction of Horizontal Improvements, such as 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 and delivery of the Affordable Housing Parcels, as required.

“**State**” is defined in the Appendix.

“**Streetscape Master Plan**” is defined in the Appendix and means the master plan for Public ROW Improvements in the FC Project Area to be submitted by Developer and approved by applicable City Agencies in accordance with the DDA.

“**Subdivision Map**” is defined in the Appendix and means any map that Developer submits for the FC Project Area under the Map Act and the Subdivision Code.

“**Sub-Project Area**” is defined in the Appendix.

“**successor**” is defined in the Appendix and means heirs, successors (by merger, consolidation, or otherwise) and assigns, and all persons or entities acquiring any portion of or any interest in the FC Project Area, whether by sale, operation of law, or in any other manner.

“**Successor Default**” is defined in **Subsection 10.2(e)** (No Cross-Default).

“**Successor by Foreclosure**” means any person who obtains title to all or any portion of or any interest in the FC Project Area as a result of foreclosure proceedings, conveyance or other action in lieu of foreclosure, or other remedial action, including: (i) any other person who obtains title to all or any portion of or any interest in the FC Project Area from or through a Lender; and (ii) any other purchaser at a foreclosure sale.

“**SUD**” is an acronym used to refer to the Pier 70 Special Use District created by Planning Code section 249.79 and related zoning maps setting forth zoning and other land use limitations for the 28-Acre Site.

“**Sustainability Plan**” refers to the Sustainability Plan presented to the Port Commission on September 12, 2017, a copy of which is on file with the Secretary of the Port Commission.

“**Tax Allocation MOU**” is a term for the Memorandum of Understanding (Assessment, Levy, and Allocation of Taxes).

“**Tax Increment**” is defined in in the Appendix.

“**TDM Program**” means the City’s Transportation Demand Management Program, which is described in Section 169.

“**Tentative Map**” is defined in the Appendix and means a Tentative Transfer Map, Vesting Tentative Transfer Map, Tentative Map, or Vesting Tentative Map as defined in the Subdivision Code.

“**Termination Date**” is defined in the Appendix and means the date on which a termination under *DDA art. 12 (Material Breaches and Termination)* becomes effective.

“**Third-Party Challenge**” is defined in the Appendix and means an action challenging the validity of any provision of the DDA or the Development Agreement, the Project, any Project Approval or Future Approval, the adoption or certification of the Final EIR, other actions taken under CEQA, or any other Project Approval.

“**Total Fee Amount**” is defined in the Appendix.

“**Transaction Documents**” is defined in the Appendix.

“**Transfer**” is defined in the Appendix.

“**Transferee**” is defined in the Appendix.

“**Transportation Fee**” is defined in **Subsection 4.1(c)** (Specific Benefits).

“**Transportation Impact Study**” is defined in the TDM Program.

“**Transportation Plan**” refers to *DDA Exh B5*.

“**Treasurer-Tax Collector**” is defined in the Appendix.

“**Utility Infrastructure**” means Horizontal Improvements for utilities serving the FC Project Area that will be under SFPUC or Port jurisdiction when accepted.

“*Utility Infrastructure*” *excludes telecommunications infrastructure and any privately-owned utility improvements, including a proposed blackwater plant at the 28-Acre Site.*

“**Utility-Related Mitigation Measure**” is defined in the Appendix.

“**Vertical DDA**” is defined in the Appendix and means a Vertical Disposition and Development Agreement between the Port and a Vertical Developer, substantially in the form attached to the DDA as *DDA Exh D3*.

“**Vertical Developer**” is defined in the Appendix and means a person that acquires a Development Parcel from the Port under a Vertical DDA for the development of Vertical Improvements.

“**vertical development**” is defined in the Appendix.

“**Vertical Improvement**” is defined in the Appendix and means a new building that is built or a Historic Building that is rehabilitated at the 28-Acre Site.

“**Vested Elements**” is defined in **Subsection 5.1(b)** (Vested Elements).

“**VDDA**” is an acronym for Vertical DDA.

“**Waterfront Plan**” is defined in the Appendix.

“**Workforce Development Plan**” refers to *DDA Exh B4*.

2. CERTAIN TERMS

2.1. Effective Date. Pursuant to Administrative Code section 56.14(f), this Development Agreement will be effective on the later of: (a) the date that the Parties fully execute and deliver their respective counterparts to each other; and (b) the date the DA Ordinance is effective and operative (the “**Reference Date**”). When the Reference Date has

been determined, the City will provide Developer with a substitute title page that specifies the date.

2.2. DA Term. The term of this Development Agreement will begin on the Reference Date and continue separately for horizontal development and vertical development as described in this Section (the “**DA Term**”).

(a) Horizontal Development.

(i) If the DDA Term is extended, expires, or is terminated as to a portion of a Phase, the Project, or the Project Site, the DA Term will be extended, expire, or terminate as to the same portion of the Phase, the Project, or the Project Site automatically, without any action of the Parties.

(ii) When the DDA Term expires or is terminated as to the entire Project and Project Site, the DA Term will expire or terminate automatically, without any action of the Parties.

(b) Vertical Development. When a Vertical DDA is extended, expires, or is terminated as to a Development Parcel, the DA Term will be extended, expire, or terminate as to the Development Parcel automatically, without any action of the Parties.

2.3. Relationship to DDA.

(a) DDA Parameters. The Board of Supervisors has approved this Development Agreement in conjunction with its approval of the DDA, other Transaction Documents, and Project Approvals to entitle the Project and granted other Project Approvals as described in **DA Exhibit B**. The DDA is the overarching Transaction Document for the development of the Project, which cannot proceed independently of the DDA. This Development Agreement is a Transaction Document under the DDA, and is intended to be included in all references to the Transaction Documents.

(b) DDA Requirements. This Development Agreement incorporates by reference certain public benefits that Developer is required to provide and obligations that Developer is required to perform, as more fully described in the DDA and outlined in **Section 4.1** (Public Benefits).

2.4. Roles of City and Port. Developer acknowledges the following.

(a) City Obligations. The City will undertake its obligations under this Development Agreement through the Planning Director or, as necessary under Chapter 56, the Planning Commission or the Board of Supervisors.

(b) Port Obligations. References in this Development Agreement to obligations of the “City” include the Port and Other City Agencies unless explicitly and unambiguously stated otherwise. References to both the City and the Port are intended to emphasize the Port’s jurisdiction under Applicable Port Laws.

2.5. Recordation and Effect.

(a) Recordation. The Clerk of the Board of Supervisors will have this Development Agreement and any amendment to this Development Agreement recorded in the Official Records within 10 days after receiving fully executed and acknowledged original documents in compliance with section 65868.5 of the Development Agreement Statute and Administrative Code section 56.16.

(b) Binding Covenants. Pursuant to section 65868.5 of the Development Agreement Statute, from and after recordation of this Development Agreement, this Development Agreement will be binding on the Parties and, subject to **Section 10.2** (Effect of Assignment), their respective successors. Subject to the limitations on Transfers in **Section 10.2** (Effect of Assignment), all provisions of this Development

Agreement will be enforceable during the DA Term as equitable servitudes and will be covenants and benefits running with the land pursuant to Applicable Law, including California Civil Code section 1468.

(c) Constructive Notice. This Development Agreement, when recorded, gives constructive notice to every person. Recordation will cause it to be binding in its entirety on, and burden and benefit, any Interested Person to the extent of its interest in the FC Project Area.

(d) Nondischargeable Obligations. Obligations under this Development Agreement are not dischargeable in Insolvency.

2.6. Relationship to Project.

(a) Planning as Regulator. This Development Agreement relates to Planning's regulatory role with respect to development of the 28-Acre Site and implementation of the Project under the DDA in accordance with the SUD.

(b) Other City Agencies. The Board of Supervisors contemporaneously approved interagency Transaction Documents for the Project that describe the roles of the Port and Other City Agencies with respect to the Project.

(i) The ICA between the Port and the City describes the process for City Agency review and approval of Improvement Plans, Subdivision Maps, and other documents, primarily in relation to horizontal development.

(ii) In the Tax Allocation MOU, the City, through the Assessor, the Treasurer-Tax Collector, and the Controller, agrees to assist the Port in implementing the public financing for the FC Project Area.

(c) Port as Regulator. The Port in its regulatory capacity will:

(i) issue all Construction Permits, certificates of occupancy, and certificates of completion;

(ii) coordinate Other City Agency review of Improvement Plans and Subdivision Maps for the FC Project Area in accordance with the Infrastructure Plan and the ICA; and

(iii) monitor Developer's compliance with Applicable Laws in coordination with Other City Agencies.

(d) Port as Fiduciary. The City has appointed the Port to act in a fiduciary capacity as the IFD Agent and the IRFD Agent responsible for implementing Appendix G-2, the RMAs, and the IRFD Financing Plan, respectively, and has agreed to appoint the Port to act in a fiduciary capacity as the CFD Agent responsible for implementing the RMAs in the formation proceedings for the CFDs. In doing so, the City agreed to take actions at the Port's request to comply with the Financing Plan attached to the DDA as *DDA Exh C1*.

3. GENERAL RIGHTS AND OBLIGATIONS

3.1. Project.

(a) Vested Right to Develop. Developer will have the vested right to develop the Project in accordance with and subject to this Development Agreement and the DDA.

(b) Future Approvals. The City, excluding the Port, will consider and process all Future Approvals for the development of the Project in accordance with and subject to this Development Agreement and the ICA. The Port's Future Approvals will be governed by this Development Agreement, the ICA, and the DDA.

(c) Project Approvals. The Parties acknowledge that Developer:

(i) has obtained all Project Approvals from the City required to begin construction of the Project, other than any required Future Approvals; and

(ii) may proceed in accordance with this Development Agreement and the DDA with the construction and, upon completion, use and occupancy of the Project as a matter of right, subject to obtaining any required Future Approvals.

3.2. Timing of Development. The DDA permits the development of the FC Project Area in Phases. The Phasing Plan and Schedule of Performance, respectively, each as modified from time to time in accordance with the DDA, will govern the construction phasing and timing of the Project. The time for performance of obligations under this Development Agreement will be coordinated with the DDA and the Vertical DDAs, each as extended to the extent permitted under their respective performance schedules.

3.3. Horizontal Improvements Dedicated for Public Use. Development of the FC Project Area requires Horizontal Improvements to support the development and operation of all Development Parcels, including any Affordable Housing Parcel designated in accordance with the AHP, whether located in or outside of the 28-Acre Site. Under the DDA, Developer will take all steps necessary to construct and dedicate Horizontal Improvements to public use in accordance with the Subdivision Code.

3.4. Private Undertaking. Developer's proposed development of the FC Project Area is a private undertaking. Under the DDA and the Master Lease, Developer will have possession and control of the Master Lease Premises, subject only to any obligations and limitations imposed by the Master Lease, the DDA, and the DA Requirements. Except to the extent specified in the Transaction Documents, the City will have no interest in, responsibility for, or duty to third persons concerning the Horizontal Improvements until they are accepted.

4. DEVELOPER OBLIGATIONS

4.1. Public Benefits.

(a) Benefits Exceed Legal Requirements. The Parties acknowledge that development of the Project in accordance with the DDA and this Development Agreement will provide public benefits to the City beyond those achievable through existing laws.

(b) Consideration for Benefits.

(i) The City acknowledges that a number of the public benefits would not be achievable without Developer's express agreements under the DDA and this Development Agreement.

(ii) Developer acknowledges that: (1) the benefits it will receive under the DDA and this Development Agreement provide adequate consideration for its obligation to deliver the public benefits under the DDA and this Development Agreement; and (2) the Port would not be willing to enter into the DDA, and the City would not be willing to enter into this Development Agreement, without Developer's agreement to provide the public benefits.

(c) Specific Benefits. The public benefits that Developer must deliver in connection with the DDA include those described in the Project implementation listed below.

(i) The FC Project Area will be improved with new Shoreline Improvements, Public Spaces, Public ROWs, and Utility Infrastructure as shown in *DDA Exh B8 (Infrastructure Plan)*, the Design for Development, the

Streetscape Master Plan, and any Master Utilities Plans approved by the responsible Acquiring Agencies.

(ii) Developer is responsible for the historic rehabilitation of Historic Building 12 and Historic Building 21 under *DDA § 7.15 (Historic Buildings 12 and 21)* and Historic Building 2 if Developer elects to exercise its Option under *DDA § 7.1 (Developer Option)*.

(iii) Developer has agreed that at least 30% of the residential units developed in the AHP Housing Area, currently consisting of the 28-Acre Site and Parcel K South (or other parcels designated in accordance with the AHP), will be affordable to low- and moderate-income households in compliance with the AHP (*DDA Exh B3*) by implementing the following measures.

(1) Developer will deliver two construction-ready Affordable Housing Parcels on-site and one on Parcel K South to the Port, which will lease them rent-free to MOHCD or its selected Affordable Housing Developers for development of Affordable Housing Projects.

(2) In lieu of including on-site Inclusionary Units under Planning Code sections 415-415.6, each Vertical Developer of a Market-Rate Condo Project on the 28-Acre Site will pay the 28-Acre Site Affordable Housing Fee described in the AHP.

(3) Each Vertical Developer of a Market-Rate Rental Project will provide Inclusionary Units.

(4) Each Vertical Developer of office and other nonresidential uses otherwise subject to the City's Jobs/Housing Linkage Program under Planning Code sections 413.1-413.11 will pay the 28-Acre Site Jobs/Housing Equivalency Fee, which MOHCD will use for development of Affordable Housing Projects in accordance with the AHP.

(iv) Under *DDA Exh B5 (Transportation Plan)*, Developer will pay a fee specific to the 28-Acre Site (the "**Transportation Fee**") in lieu of the City's Transportation Sustainability Fee, which SFMTA will apply towards transit, bicycle, and pedestrian improvements that will improve transportation access and mobility in the surrounding neighborhoods. Developer will also implement the Transportation Demand Management Plan (the "**Pier 70 TDM Program**") attached to the Transportation Plan to reduce estimated daily one-way vehicle trips by at least 20% from the number of trips identified in the Project's Transportation Impact Study at Project build-out.

(v) Developer will: (1) develop the FC Project Area with sustainable measures required under the Design for Development, Infrastructure Plan, Pier 70 TDM Program, and MMRP and endeavor to meet sustainability targets in the Sustainability Plan seeking to enhance livability, health and wellness, mobility and connectivity, ecosystem stewardship, climate protection, and resource efficiency of the FC Project Area; and (2) submit a report with each Phase Submittal after Phase 1 that will describe the Project's performance towards the sustainable construction measures and sustainability targets.

(vi) Developer will comply with training and hiring goals for hiring San Francisco residents and formerly homeless and economically disadvantaged individuals for temporary construction and permanent jobs under *DDA Exh B4 (Workforce Development Plan)*, including a Local Hiring mandatory participation level of 30% per trade consistent with the policy set forth in Administrative Code section 6.22(g)(3)(B).

(vii) Under Vertical DDAs with the Port, Vertical Developers will be required to provide opportunities for local business enterprises to participate in the economic opportunities created by the vertical development of the FC Project Area in compliance with the LBE requirements under *DDA Exh B4 (Workforce Development Plan)*.

(viii) Developer will promote equality by complying with **Section 13.1** (Nondiscrimination in Contracts and Property Contracts).

(ix) Developer will provide the replacement space for the artists leasing space at the Noonan Building at Pier 70 in a newly constructed arts building or elsewhere at the 28-Acre Site and provide other space for arts and light-industrial uses, all as described in *DDA Exh B6 (Arts Program)*.

(x) Vertical Developers will provide a minimum of 50,000 gsf of PDR-restricted space within the Project under *DDA § 7.15 (PDR)*.

(xi) Vertical Developers will provide at least two on-site child care facilities for a minimum of 50 children per site to serve area residents and workers under *DDA § 7.16 (Child Care)*.

(xii) If requested by Port, Developer or a Vertical Developer will make available to the City at least 15,000 gsf of community space in one or more commercial buildings under *DDA § 7.17 (Community Facility)*.

(xiii) Owners and tenants in the Project will bear the cost of long-term maintenance and management of Public Spaces developed at the 28-Acre Site through Services Special Taxes that the Services CFDs will levy. Each Services CFD will require its respective Public Spaces operator/manager to adhere to standards ensuring public access to and quality maintenance, as described in *DDA § 15.10 (Maintenance of Public Improvements)*.

4.2. Delivery; Failure to Deliver.

(a) **Obligation to Provide.** Developer's obligation to deliver certain public benefits is tied to a specific Phase or Development Parcel as described in *DDA Exh A8 (Schedule of Performance)*, subject to Excusable Delay.

(i) After Developer obtains its first construction permit for Horizontal Improvements within a Phase, Developer's obligation to deliver public benefits tied to that Phase will survive until the pertinent public benefits are completed in accordance with the requirements of the DDA.

(ii) After a Vertical Developer obtains its First Construction Document for a Development Parcel that is tied to a specific public benefit, the Vertical Developer's obligation to deliver the pertinent public benefit will survive until it is completed in accordance with the requirements of the applicable Vertical DDA.

(b) **Conditions to Delivery.** Developer's obligation to deliver public benefits required in a Phase or in association with development of a Development Parcel is expressly conditioned as specified below, unless Developer's actions or inaction, including failure to meet the Schedule of Performance, causes the failure of condition.

(i) Developer's obligation to deliver public benefits to be provided in a Phase is conditioned on obtaining all Future Approvals required to begin construction of Phase Improvements.

(ii) Developer's obligation to deliver a public benefit specific to or dependent on vertical development will be coordinated with the applicable

Vertical Developer's construction of Vertical Improvements and may be an obligation of the Vertical Developer under the related Vertical DDA.

4.3. Developer Mitigation Measures. Under the DDA, Developer is obligated to implement Developer Mitigation Measures identified in the MMRP. At the Port's request, Planning may agree to undertake monitoring Developer's compliance with specified Developer Mitigation Measures on behalf of the Port.

4.4. Payment of Planning Costs. Under the DDA, Developer must reimburse the City for all Other City Costs, including those incurred by Planning in its implementation of this Development Agreement, exclusive of Administrative Fees. Planning agrees to comply with the procedures and limitations described in *FP § 9.2 (Port Accounting and Budget)* and *ICA § 3.6 (Cost Recovery)* as a condition to obtaining reimbursement of Planning's costs. More specifically, Planning will provide quarterly statements for payment to Developer through the Port, which will be responsible for disbursing reimbursement payments from Developer.

4.5. Indemnification of City. In addition to the indemnities provided under the DDA, Developer agrees to indemnify the City Parties from Losses caused directly or indirectly by an act or omission of Developer or any of its Agents in relation to this Development Agreement, except to the extent caused by gross negligence or willful misconduct of a City Party. Developer's indemnification obligation under this Section includes an indemnified City Party's reasonable attorneys' fees and related costs, including the cost of investigating any Claims against the City, and will survive the expiration or earlier termination of this Development Agreement.

4.6. Costa-Hawkins Waiver.

(a) State Policies. California directs local agencies regulating land use to grant density bonuses and incentives to private developers for the production of affordable and senior housing in the Costa-Hawkins Act (Cal. Gov't Code §§ 65915-65918). The Costa-Hawkins Act prohibits limitations on rental rates for dwelling units certified for occupancy after February 1, 1995, with certain exceptions. Section 1954.52(b) of the Costa-Hawkins Act creates an exception for dwelling units built under an agreement between the owner of the rental units and a public entity in consideration for a direct financial contribution and other incentives specified in section 65915 of the California Government Code.

(b) Waiver. Developer, on behalf of itself and its successors and assigns, agrees not to challenge and expressly waives any right to challenge Developer's obligations under the AHP as unenforceable under the Costa-Hawkins Act. Developer acknowledges that the City would not be willing to enter into this Development Agreement without Developer's agreement and waiver under this Section. Developer agrees to include language in substantially the following form in all Assignment and Assumption Agreements and consents to its inclusion in all Vertical DDAs and in recorded restrictions for any Development Parcel on which residential use is permitted.

The Development Agreement and the DDA, which includes the AHP, provide regulatory concessions and significant public investment to the 28-Acre Site and Parcel K South that directly reduce development costs at the 28-Acre Site. The regulatory concessions and public investment include a direct financial contribution of net tax increment and other forms of public assistance specified in California Government Code section 65915. These public contributions result in identifiable, financially sufficient, and actual cost reductions for the benefit of Developer and Vertical Developers under California Government Code section 65915. In consideration of the City's direct

financial contribution and other forms of public assistance, the parties understand and agree that the Costa-Hawkins Act does not apply to any BMR Unit developed under the AHP for the 28-Acre Site.

5. VESTING AND CITY OBLIGATIONS

5.1. Vested Rights.

(a) Policy Decisions. By the Project Approvals, the Board of Supervisors and the Port Commission each made an independent policy decision that development of the Project is in the City's best interests and promotes public health, safety, general welfare, and Applicable Port Laws.

(b) Vested Elements. Developer will have the vested right to develop the Project, including the following elements (collectively, the "**Vested Elements**"):

- (i) proposed land use plan and parcelization;
- (ii) locations and numbers of Vertical Improvements proposed;
- (iii) proposed height and bulk limits, including maximum density, intensity, and gross square footages;
- (iv) permitted uses; and
- (v) provisions for open space, vehicular access, and parking.

(c) Applicable Laws. The Vested Elements are subject to and will be governed as set specified in **Subsection 5.2(a)** (Agreement to Follow). The expiration of any construction permit or other Project Approval will not limit the Vested Elements. Developer will have the right to seek and obtain Future Approvals at any time during the DA Term, any of which will be governed by the DA Requirements.

(d) Future Approvals.

(i) Each Future Approval, when final, will be a Project Approval that is automatically incorporated into and vested under this Development Agreement.

(ii) The terms of this Development Agreement on the Reference Date will prevail over any conflict with any Future Approval or amendment to a Project Approval unless the Parties concurrently take action to harmonize the conflicting provisions.

5.2. Existing City Laws and Standards.

(a) Agreement to Follow.

(i) The City will process, consider, and review all Future Approvals in accordance with the following (collectively, the "**DA Requirements**"): (i) the Project Approvals; (ii) the Transaction Documents; and (iii) all other applicable City Laws in effect on the Reference Date (collectively, the "**Existing City Laws and Standards**"), subject to **Section 5.3** (Changes to Existing City Laws and Standards).

(ii) The City agrees not to exercise its discretionary authority in considering any application for a Future Approval in a manner that would change the policy decisions reflected in the DA Requirements or otherwise prevent or delay development of the Project as approved, subject to **Subsection 5.8(d)** (Effect of Final EIR).

(b) Pier 70 TDM Program.

(i) Section 169 is excluded from the Existing City Laws and Standards in accordance with “the Board of Supervisors’ strong preference that Development Agreements should include similar provisions that meet the goals of the TDM Program.” (Planning Code § 169.1(h)).

(ii) Mitigation Measure M-AQ-1f requires “a Transportation Demand Management (TDM) Plan with a goal of reducing estimated daily one-way vehicle trips by 20% compared to the total number of one-way vehicle trips identified in the project’s Transportation Impact Study at project build-out.”

(iii) The MMRP identifies Mitigation Measure M-AQ-1f as a Developer Mitigation Measure which is binding on Developer under the DDA. Developer has prepared a Pier 70 TDM Program that meets the requirements of Mitigation Measure M-AQ-1f and incorporates many of the TDM Program strategies described in Section 169, a copy of which is attached to the Transportation Plan (the “**Pier 70 TDM Program**”).

(iv) The City has determined that the Pier 70 TDM Program will exceed the goals under Section 169 if implemented for the required compliance period. In the DA Ordinance, the Board of Supervisors stated that the FC Project Area will be exempt from Section 169 as long as Developer implements and complies with the Pier 70 TDM Program for the required compliance period. The Transportation Plan requires Developer to comply with the procedures of Planning Code section 169.4(e), which requires the Zoning Administrator to approve and cause the recordation of the Pier 70 TDM Program against the FC Project Area. [DA Ordinance to include streets in project.]

(c) Construction Codes. Nothing in this Development Agreement will preclude the City or the Port from applying then-current Construction Codes applicable to all Horizontal Improvements and all Vertical Improvements in the FC Project Area and the AHP Housing Area.

(d) Applicability of Uniform Codes. Nothing in this Development Agreement will preclude the Port from applying to the FC Project Area and the AHP Housing Area then-current provisions of the California Building Code, as amended and adopted in the Port Building Code.

(e) Applicability of Utility Infrastructure Standards.

(i) Nothing in this Development Agreement will preclude the City from applying to the FC Project Area and the AHP Housing Area then-current standards and City Laws for Utility Infrastructure for each Phase so long as:

(1) the standards for Utility Infrastructure are in place, applicable citywide, and imposed on the Project concurrently with the applicable Phase Approval;

(2) the standards for Utility Infrastructure as applied to the applicable Phase are compatible with, and would not require the retrofit, removal, supplementation, or reconstruction of Utility Infrastructure approved in Prior Phases; and

(3) if the standards for Utility Infrastructure deviate from those applied in Prior Phases, the deviations would not cause a Material Cost Increase in the Hard Costs and Soft Costs of Utility Infrastructure in the Phase.

(ii) If Developer claims a Material Cost Increase has occurred, it will submit to the City reasonable documentation of its claim through bids, cost estimates, or other supporting documentation reasonably acceptable to the City, comparing costs (or cost estimates, if not yet constructed) for any applicable Components of Utility Infrastructure in the immediately Prior Phase, Indexed to the date of submittal, to cost estimates to construct the applicable Components in the current Phase if then-current standards for Utility Infrastructure were to be applied.

(iii) If the Parties are unable to agree on whether the application of then-current standards for Utility Infrastructure cause Developer to incur a Material Cost Increase, the Parties will submit the matter to dispute resolution procedures described in *DDA art. 10 (Resolution of Certain Disputes)*.

(f) Subdivision Code and Map Act.

(i) The DDA authorizes Developer, from time to time and at any time, to file Subdivision Map applications with respect to some or all of the FC Project Area and to subdivide, reconfigure, or merge the parcels in the FC Project Area as necessary or desirable to develop a particular part of the Project. The specific boundaries of parcels will be set by Developer, subject to Port consent, and approved by the City during the subdivision process.

(ii) Nothing in this Development Agreement: (1) authorizes Developer to subdivide or use any part of the FC Project Area for purposes of sale, lease, or financing in any manner that conflicts with the Subdivision Map Act, the Subdivision Code, or the DDA; or (2) prevents the City from enacting or adopting changes in the methods and procedures for processing Subdivision Maps so long as the changes do not conflict with the DA Requirements.

(iii) The Parties acknowledge that so long as the Port is the landowner, it must both: (1) approve the specific boundaries that Developer proposes for Development Parcels; and (2) sign all Final Maps for the FC Project Area.

(g) Chapter 56 as Existing City Laws and Standards. The text of Chapter 56 on the Reference Date is attached as **DA Exhibit C**. The DA Ordinance contains express waivers and amendments to Chapter 56 consistent with this Development Agreement. Chapter 56, as amended by the DA Ordinance for the Project, is Existing City Laws and Standards under this Development Agreement that will prevail over any conflicting amendments to Chapter 56 unless Developer elects otherwise under **Subsection 5.3(c)** (Developer Election).

5.3. Changes to Existing City Laws and Standards.

(a) Applicability. Existing City Laws and Standards and any Change to Existing City Laws and Standards will apply to the Project except to the extent that they would conflict with the Project Approvals, the Transaction Documents, or Applicable Port Laws. In the event of a conflict, the terms of the Project Approvals, Transaction Documents, and Applicable Port Laws will prevail, subject to **Section 5.6** (Public Health and Safety and Federal or State Law Exceptions).

(b) Circumstances Causing Conflict. Any Change to Existing City Laws and Standards will be deemed to conflict with the Project Approvals and the Transaction Documents (including this Development Agreement) and be a Material Change if the change would:

(i) impede the timely implementation of the Project in accordance with the DA Requirements, including: (1) Developer's rights and obligations under the Financing Plan and the Acquisition Agreement; and (2) the rate, timing,

phasing, or sequencing of site preparation, development, or construction in any manner, including the demolition of existing buildings at the 28-Acre Site;

(ii) limit or reduce the density or intensity of uses permitted under the DA Requirements on any part of the AHP Housing Area, otherwise require any reduction in the square footage or number or change the location of proposed Vertical Improvements, or change or reduce other Horizontal or Vertical Improvements from that permitted under the DA Requirements;

(iii) limit or reduce the height or bulk of any part of the Project, or otherwise require any reduction in the height or bulk of individual proposed Vertical Improvements that are part of the Project from that permitted under the DA Requirements;

(iv) limit, reduce, or change the location of vehicular access or parking or the number and location of parking or loading spaces from that permitted under the DA Requirements;

(v) limit any land uses for the Project from that permitted under the DA Requirements;

(vi) change or limit the Project Approvals or Transaction Documents;

(vii) limit or control the availability of public utilities, services, or facilities or any privileges or rights to public utilities, services, or facilities for the Project as contemplated by the Project Approvals and Transaction Documents;

(viii) materially and adversely limit the processing or procurement of Future Approvals that are consistent with the DA Requirements;

(ix) increase or impose any new Impact Fees or Exactions as they apply to the Project, except as permitted under **Section 5.4 (Fees and Exactions)**;

(x) preclude Developer's or any Vertical Developer's performance of or compliance with the DA Requirements, or result in a Material Cost Increase to the Project for Developer or any Vertical Developer;

(xi) increase the obligations of Developer, any Vertical Developer, or their contractors under any provisions of the DDA or any Vertical DDA addressing contracting and employment above those in the Workforce Development Plan;

(xii) require amendments or revisions to the forms of Vertical DDA or Parcel Lease, or the Other City Requirements applicable to either, whenever they are later executed, unless the change:

(1) is related to building or reconstruction of the seawall, protection from or adaptation to sea level rise, or environmental protection measures directly related to the waterfront location of the Project; and

(2) would not result in a Material Cost Increase to the construction or operation of the Vertical Improvements; or

(3) impose City remedies and penalties that could result in termination, loss, or impairment of a Vertical Developer's rights under any Vertical DDA or Parcel Lease, or debarment from future contract opportunities with the City due to a Vertical Developer's or its subtenant's noncompliance;

(xiii) require the City or the Port to issue permits or approvals other than those required under the DA Requirements; or

(xiv) extend the DA Term, decrease the public benefits required to be provided, reduce the Impact Fees or Exactions, increase the maximum height, density, bulk, or size of the Project, or otherwise materially alter the City's rights, benefits, or obligations under this Development Agreement.

(c) Developer Election.

(i) Developer may elect to have a Change to Existing City Laws and Standards that conflicts with the DA Requirements (except those described in **clause (xiii)** and **clause (xiv)** of **Subsection 5.3(b)** (Circumstances Causing Conflict)) applied to the Project by giving the City notice of Developer's election. Developer's election notice will cause the Change to Existing City Laws and Standards to be deemed to be Existing City Laws and Standards. But if the application of the Change to Existing City Laws and Standards would be a Material Change to the City's obligations under this Development Agreement, the application of the Change to Existing City Laws and Standards will require the concurrence of any affected City Agencies.

(ii) Nothing in this Development Agreement will preclude: (1) the City from applying any Change to Existing City Laws and Standards to any development that is not a part of the Project under this Development Agreement; or (2) Developer from pursuing any challenge to the application of any Changes to Existing City Laws and Standards to any part of the Project.

(d) Circumstances Not Causing Conflict. The Parties expressly agree to the following.

(i) When entering into any Vertical DDA or Parcel Lease, the Port will only be entitled to amend the forms approved at Project Approval and update the Other City Requirements if necessary to incorporate any Change to Existing City Laws and Standards under circumstances described in **clause (xii)** of **Subsection 5.3(b)** (Circumstances Causing Conflict) with the applicable Vertical Developer's consent, which it may grant or withhold in its sole discretion.

(e) Port Role. The Port does not have the authority to approve a Change to Existing City Laws and Standards that is solely an exercise of the City's police powers, with or without Developer's consent under this Section. The City agrees to obtain the Port's concurrence before applying any Change to Existing City Laws and Standards that does not have citywide application to the FC Project Area or other land under Port jurisdiction.

5.4. Fees and Exactions.

(a) Generally. This Section will apply to the Project for as long as this Development Agreement remains in effect.

(i) The Project will be subject only to the Impact Fees and Exactions listed in this Section. The City will not impose any new Impact Fees or Exactions on development of the Project or impose new conditions or requirements for the right to develop the FC Project Area (including required contributions of land, public amenities, or services) except as set forth in the Transaction Documents.

(ii) The Parties acknowledge that this Section is intended to implement the Parties' intent that: (1) Developer have the right to develop the Project pursuant to specified and known criteria and rules; and (2) the City receive benefits that will be conferred as a result of the FC Project Area's development without abridging the City's right to act in accordance with its powers, duties, and obligations, except as specifically provided in this Development Agreement.

(iii) Developer acknowledges that: (1) this Section does not limit the City's discretion if Developer requests changes under *DDA § 3.5 (Changes to Project after Phase 1)*; (2) the Chief Harbor Engineer will require proof of payment of applicable Impact Fees to the extent then due and payable as a condition to issuing certain Construction Permits; and (3) Impact Fees will be subject to increases permitted by Section 409 and will be payable at the fee schedule in effect when payment is due.

(b) **Impact Fees and Exactions.** Developer or Vertical Developers as applicable must satisfy the following Exactions and pay the following Impact Fees for the Project as and when due or payable by their terms.

(i) **Transportation Fees.** Each Vertical DDA for an Option Parcel will require the Vertical Developer to pay to SFMTA the Transportation Fee, and the Transportation Sustainability Fee under Planning Code sections 411A.1-411A.8 will not apply to the Project. The Transportation Plan attached to the DDA as *DDA Exh B3* and to the SFMTA Consent describes: (1) the manner in which each Vertical Developer will pay the Transportation Fee; (2) transportation projects in the vicinity of the FC Project Area that are eligible uses for Transportation Fees; and (3) procedures that SFMTA will use to allocate an amount equal to or greater than the Total Fee Amount (as defined in the Transportation Plan) for eligible transportation projects.

(ii) **28-Acre Site Jobs/Housing Equivalency Fee.** Each Vertical DDA for an Option Parcel to be developed for office and other nonresidential uses will require the Vertical Developer to pay to MOHCD the fee described in this clause (the "**28-Acre Site Jobs/Housing Equivalency Fee**"), and the Jobs/Housing Linkage Program fee under Planning Code sections 413.1-413.11 will not apply to the Project. MOHCD will administer and use the 28-Acre Site Jobs/Housing Equivalency Fees for development of Affordable Housing Parcels in the SUD in accordance with the AHP.

(1) The 28-Acre Site Jobs/Housing Equivalency Fees for net additional gsf of office use is \$30/gsf in 2017, subject to annual calendar year escalation by the same percentage increase applied to the Jobs/Housing Linkage Program fee for office use under Section 409.

(2) The 28-Acre Site Jobs/Housing Equivalency Fees will be the same as the Jobs/Housing Linkage Program fees for other uses listed on the San Francisco Citywide Development Impact Fee Register published annually with annual escalation in accordance with Section 409.

(3) Because Parcel E4, Historic Building 12, and Historic Building 21 are not Option Parcels under the DDA, Vertical Developers will not be required to pay the 28-Acre Site Jobs/Housing Equivalency Fees for space on Parcel E4 that is developed and dedicated to arts and nonprofit uses and space available for reuse in Historic Building 12 and Historic Building 21 after rehabilitation.

(iii) **Affordable Housing.** Under the AHP, each Vertical Developer of a Market-Rate Rental Project on the 28-Acre Site must provide Inclusionary Units and each Vertical Developer of a Market-Rate Condo Project must pay the 28-Acre Site Affordable Housing Fee, all in accordance with the terms and conditions of the AHP. In consideration of these requirements, Planning Code sections 415.1-415.11 will not apply to the Project.

(iv) Child Care.

(1) Under *DDA § 7.16 (Child Care)*, one Vertical Developer in Phase 1 and one Vertical Developer in Phase 2 or Phase 3 must provide on-site child care facilities at fair market rent within the potential child care locations identified on the map attached to the DDA as *DDA Exh B7 (Potential Child Care Locations)*. Developer will designate the two selected Development Parcels in the pertinent Phase Submittal. Each facility must have a capacity of a minimum of 50 children and be available for lease to a qualified nonprofit operator at a cost not to exceed actual operating and tenant improvement costs reasonably allocated to similar facilities in similar buildings, amortized over the term of the lease. In consideration of these requirements, subject to **Paragraph 2**, Planning Code sections 414.1-414.15 and sections 414A.1–414A.8 will not apply to the Project.

(2) If Developer proposes to eliminate one or both of the childcare facilities from the Project, Developer will be required to pay an amount equal to the Impact Fees that would have been collected from Vertical Developers of the designated sites under Planning Code sections 414.1-414.15 and sections 414A.1–414A.8 as a condition to the City’s approval. Any Developer payments under this Paragraph will be at its sole, unreimbursable expense.

(v) Community Facilities. At the City’s request, which must be made during the Phase Submittal process under the DDA, Developer must designate up to 15,000 gsf of ground floor space for community facilities consistent with the requirements and limitations of *DDA § 7.17 (Community Facilities)*. If requested, Developer must make contiguous space in any one building available for up to the full 15,000 gsf if that amount of nonresidential space (excluding the specific frontages that are designated in the Design for Development/SUD as “priority retail”) is proposed in that Phase. But community facility space may be distributed among two or more buildings by the Parties’ agreement. Developer, in its sole discretion, may designate the location of each of the community facilities.

(vi) School Facilities Fees. Each Vertical 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.

(c) Utility Fees.

(i) SFPUC Wastewater Capacity Charge. Each Vertical Developer must pay the SFPUC Wastewater Capacity Charge in effect on the connection or other applicable date specified by SFPUC.

(ii) SFPUC Water Capacity Charge. Each Vertical Developer must pay the SFPUC Water Capacity Charge in effect on the connection or other applicable date specified by SFPUC.

(iii) AWSS. Developer will make a fair share contribution to the City’s auxiliary water supply system (AWSS) consistent with the Infrastructure Plan. The City will determine the amount, timing, and procedures for payment consistent with the AWSS requirements of the Infrastructure Plan as a condition of approval to the Master Tentative Map for the Project.

(iv) Office Allocation.

(1) An Office Development Authorization from the Planning Commission under Planning Code sections 321 and 322 and approval from the Planning Department are not required for new office development on land under the jurisdiction of the Port Commission. However, new office development on land under the jurisdiction of the Port Commission will count against the annual maximum limit under Planning Code section 321.

(2) For the purposes of the Project, the amount of office development located on the 28-Acre Site to be applied against the annual maximum set in Planning Code subsection 321(a)(1) will be based on the approved building drawings for each office development. But to provide for the orderly development of new office space citywide, office development for the Project will be subject to the schedule and criteria described in *DDA Exh E2 (Office Development on Port Land)*.

(d) Administrative Fees. Developer will pay timely to the City all Administrative Fees as and when due. If further environmental review is required for a Future Approval, Developer must reimburse the City or pay directly all reasonable and actual costs to hire consultants and perform studies necessary for the review. Before engaging any consultant or authorizing related expenditures under this provision, the City will consult with Developer in an effort to reach agreement on: (i) the scope of work to be performed; (ii) the projected costs associated with the work; and (iii) the consultant to be engaged to perform the work.

5.5. Limitations on City's Future Discretion.

(a) Extent of Limitation. In accordance with **Section 5.3** (Changes to Existing City Laws and Standards), the City in granting the Project Approvals and, as applicable, vesting the Project through this Development Agreement is limiting its future discretion with respect to the Project and Future Approvals to the extent that they are consistent with the DA Requirements. For elements included in a request for a Future Approval that have not been reviewed or considered by the applicable City Agency previously (including additional details or plans for Horizontal Improvements or Vertical Improvements), the reviewing City Agency will exercise its discretion consistent with Planning Code section 249.79, the other DA Requirements and otherwise in accordance with customary practice.

(b) Consistency with Prior Approvals. In no event may a City Agency deny issuance of a Future Approval based on items that are consistent with the DA Requirements and matters previously approved. Consequently, the City will not use its discretionary authority to: (i) change the policy decisions reflected by the DA Requirements; or (ii) otherwise prevent or delay development of the Project as contemplated in the DA Requirements.

(c) ICA. Although Planning is not a signatory or consenting party to the ICA, the Planning Commission is familiar with its contents and agrees that Planning will comply with the ICA's procedural requirements to the extent applicable to Planning.

(d) When Future Discretion Is Unaffected. Nothing in this Section affects or limits the City's discretion with respect to proposed Future Approvals that seek a Material Modification not contemplated by the DA Requirements.

5.6. Public Health and Safety and Federal or State Law Exceptions.

(a) City's Exceptions.

(i) Each City Agency having jurisdiction over the Project has police power authority to exercise its discretion under Project Approvals and Transaction Documents in a manner that is consistent with the public health, safety, and welfare and at all times will retain its 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**").

(ii) Accordingly, a City Agency will have the authority to condition or deny a Future Approval or to adopt a Change to Existing City Laws and Standards applicable to the Project so long as the condition, denial, or Change to Existing City Laws and Standards is: (1) limited solely to addressing a specific and identifiable issue in each case required to protect the physical health and safety of the public; (2) required to comply with a federal or state law and in each case not for independent discretionary policy reasons that are inconsistent with the DA Requirements; or (3) applicable citywide or portwide, as applicable, to the same or similarly situated uses and applied in an equitable and nondiscriminatory manner.

(b) Meet and Confer; Right to Dispute.

(i) Except for emergency measures, upon request by Developer, the City will meet and confer with Developer in advance of the adoption of a measure under **Subsection 5.6(a)** (City's Exceptions) to the extent feasible. But the City will retain sole discretion with regard to the adoption of any Changes to Existing City Laws and Standards that fall within the Public Health and Safety Exception or the Federal or State Law Exception.

(ii) 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 the dispute following a reasonable meet and confer period, then Developer or the City can seek a judicial relief with respect to the matter.

(c) Amendments to Comply with Federal or State Law Changes. If a change in federal or state law that becomes effective after the Reference Date materially and adversely affects either Party's rights, benefits, or obligations under this Development Agreement, or would preclude or prevent either Party's compliance with any provision of the DA Requirements to which it is a Party, the Parties may agree to amend this Development Agreement. Any amendment under this Subsection will be limited to the extent necessary to comply with the law, subject to **Subsection 5.6(a)** (City's Exceptions), **Subsection 5.6(e)** (Effect on Project Performance), and **Section 11.1** (Amendment).

(d) Changes to Development Agreement Statute. The Parties have entered into this Development Agreement in reliance on the Development Agreement Statute in effect on the Reference Date. Any amendment to the Development Agreement Statute that would affect the interpretation or enforceability of this Development Agreement or increase either Party's obligations, diminish Developer's development rights, or diminish the City's benefits will not apply to this Development Agreement unless the changed law or a final judgment mandates retroactive application of the amended statute.

(e) Effect on Project Performance.

(i) If Developer determines that adoption of any Change to Existing City Laws and Standards that fall within the Public Health and Safety Exception or the Federal or State Law Exception would make the Project infeasible due to material and adverse effects on construction, development, use, operation, or occupancy, then Developer may deliver a Requested Change Notice to the Port (with a copy to the City) in accordance with *DDA § 3.4 (Changes to Project after Phase 1)* and *App ¶ A.5 (Notices)*.

(ii) If the City determines that adoption of any Change to Existing City Laws and Standards that fall within the Public Health and Safety Exception or the Federal or State Law Exception would have a material and adverse effect on the delivery of Horizontal Improvements or Associated Public Benefits required under the DDA or the Port's ability to meet future Project Payment Obligations under the Financing Plan, then the Port may deliver a Requested Change Notice to Developer (with a copy to the City) in accordance with *DDA § 3.4 (Changes to Project after Phase 1)* and *App ¶ A.5 (Notices)*.

(iii) The Requested Change Notice will initiate the negotiation period under *DDA § 3.4(b) (Effect of Requested Change Notice)*, subject to extension by agreement, during which obligations under this Development Agreement will be tolled except to the extent the Parties expressly agree otherwise.

(iv) If the Port and Developer agree on changes to Transaction Documents during the negotiation period under *DDA § 3.4(b) (Effect of Requested Change Notice)*, the City will reasonably consider conforming changes to this Development Agreement and Project Approvals to the extent required.

(v) If at the end of the negotiation period under *DDA § 3.4(b) (Effect of Requested Change Notice)*, the Parties have failed to agree and obtain amendments to the Transaction Documents, and the Port is entitled to exercise its termination right under *DDA § 12.4(b) (Port Election to Terminate)* as to any portion of the FC Project Area, then this Development Agreement will terminate to the same extent as specified in **Section 2.2 (DA Term)**.

5.7. Future Approvals.

(a) No Actions to Impede. Except and only as required under **Section 5.6** (Public Health and Safety and Federal or State Law Exceptions), the City will take no action under this Development Agreement or impose any condition on the Project that would conflict with the DA Requirements. An action taken or condition imposed will be deemed to be in conflict with the DA Requirements if the actions or conditions result in the occurrence of one or more of the circumstances identified in **Subsection 5.3(b)** (Circumstances Causing Conflict).

(b) Expeditious Processing. City Agencies must process: (i) with due diligence all submissions and applications by Developer on all permits, approvals, and construction or occupancy permits for the Project; and (ii) any Future Approval requiring City action in accordance with **Section 5.8** (Criteria for Future Approvals) and in accordance with the ICA with respect to Horizontal Improvements and the SUD and Design for Development for Vertical Improvements.

5.8. Criteria for Future Approvals.

(a) Standard of Review Generally. The City:

(i) must not disapprove any application for a Future Approval based on any item or element that is consistent with the DA Requirements;

(ii) must consider each application for a Future Approval in accordance with its customary practices, subject to the DA Requirements;

(iii) may subject a Future Approval to any condition that is necessary to bring the Future Approval into compliance with the DA Requirements; and

(iv) will in no event be obligated to approve an application for a Future Approval that would effect a Material Change.

(b) Denial. If the City denies any application for a Future Approval that implements a portion of the Project as contemplated by the Project Approvals and the Transaction Documents, the City must specify in writing the reasons for denial and suggest modifications required for approval of the application. Any specified modifications must be consistent with the DA Requirements. The City must approve the re-submitted application if it: (i) 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 the DA Requirements; and (ii) does not include new or additional information or materials that give the City a reason to object to the application under the standards in this Development Agreement.

(c) Public ROWs. The Parties agree that the Project Approvals include the City's and the Port's approvals of Public ROW widths in the Infrastructure Plan and the Design for Development as consistent with the City's policy objective to ensure street safety for all users while maintaining adequate clearances for utilities and vehicles, including fire apparatus vehicles.

(d) Effect of Final EIR.

(i) The Parties acknowledge that: (1) the Final EIR prepared for development of the FC Project Area and the Illinois Street Parcels complies with CEQA; (2) the Final EIR contains a thorough analysis of the Project and possible alternatives; (3) the City adopted the Mitigation Measures in the MMRP to eliminate or reduce to an acceptable level certain adverse environmental impacts of the Project; and (4) the Board of Supervisors adopted CEQA Findings, including a statement of overriding considerations in connection with the Project Approvals, pursuant to CEQA Guidelines section 15093, for those significant impacts that could not be mitigated to a less than significant level.

(ii) For the reasons listed above, the City: (1) does not intend to conduct any further environmental review or require additional mitigation under CEQA for any aspect of the Project vested under this Development Agreement, and (ii) will rely on the Final EIR to the greatest extent possible in accordance with Applicable Laws in all future discretionary actions related to the Project.

(iii) Developer acknowledges that: (1) nothing in this Agreement prevents or limits the City's discretion to conduct additional environmental review in connection with any Future Approvals for construction, including some of the Associated Public Benefits, to the extent required by Applicable Laws, including CEQA; and (2) Changes to Existing City Laws and Standards or changes to the Project may require additional environmental review and additional Mitigation Measures.

(e) Effect of General Plan Consistency Findings.

(i) In Motion No. XXXX adopting General Plan Consistency Findings for the Project, the Planning Commission specified that the findings also would support all Future Approvals that are consistent with the Project Approvals. To the maximum extent practicable, Planning will rely exclusively on these General Plan Consistency Findings when processing and reviewing all Future Approvals,

including schematic review under the SUD, proposed Subdivision Maps, and any other actions related to the Project requiring General Plan determinations.

(ii) Developer acknowledges that these General Plan Consistency Findings do not limit the City's discretion in connection with any Future Approval that requires new or revised General Plan consistency findings because of amendments to any Project Approval or Material Changes.

(f) Subdivision Maps. The Director of Public Works' approval of a Tentative Map for a Phase will extend the term of the map to the end of the DDA Term. But the term of a Tentative Map that is approved less than five years before the DDA Term ends will be extended for the maximum period permitted under Subdivision Code section 1333.3(b).

5.9. Public Financing.

(a) Financing Districts. The Project Approvals include formation of Sub-Project Area G-2, Sub-Project Area G-3, Sub-Project Area G-4, and the IRFD and Future Approval of the formation of the CFDs 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 28-Acre Site except as provided in the Financing Plan; or (ii) take any other action that is inconsistent with the Financing Plan or the Tax Allocation MOU without Developer's consent.

(b) Limitation on New Districts. The City will not form any new financing or assessment district over any portion of the 28-Acre Site unless the new district applies to similarly-situated property citywide or Developer gives its prior written consent to or requests the proceedings.

(c) 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.

6. NO DEVELOPMENT OBLIGATION

This Development Agreement does not obligate Developer to begin or complete development of any portion of the Project or impose a schedule or a phasing plan for Developer to start or complete development. But the Parties have entered into this Development Agreement as one of the Transaction Documents that implements the DDA, which includes a Phasing Plan and a Schedule of Performance for horizontal development. The Parties have entered into this Development Agreement, and the Port and Developer have agreed to the Schedule of Performance and Phasing Plan in the DDA, with the express intent of avoiding a result similar to that in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465.

7. MUTUAL OBLIGATIONS

7.1. Cooperation by Parties.

(a) Generally. The Parties agree to cooperate with one another to expeditiously implement the Project in accordance with the Project Approvals and Transaction Documents and to undertake and complete all actions or proceedings reasonably necessary or appropriate to ensure that the objectives of the Project Approvals and Transaction Documents are implemented. Nothing in this Development Agreement obligates the City to incur any costs except Other City Costs or costs that Developer must reimburse through the payment of Administrative Fees or otherwise.

(b) City.

(i) Through the procedures in the DDA and the ICA, the Port and the City have agreed to process Developer's submittals and applications for horizontal development diligently and to facilitate an orderly, efficient approval process that avoids delay and redundancies. The SUD specifies procedures for design review of vertical development.

(ii) The City, acting through the Assessor, the Treasurer-Tax Collector, and the Controller, has entered into the Tax Allocation MOU with the Port, which establishes procedures to implement provisions of the Financing Documents that apply to future levy, collection, and allocation of Mello-Roos Taxes, Tax Increment, and Housing Tax Increment and to the issuance of Bonds for use at the 28-Acre Site and any Affordable Housing Parcel in the AHP Housing Area.

(c) Developer. Developer agrees to provide all documents, applications, plans, and other information necessary for the City to comply with its obligations under the Transaction Documents as reasonably requested with respect to any Developer submittal or application.

7.2. Other Regulators. The Port's obligations with respect to Regulatory Approvals that Developer and Vertical Developers must obtain from Other Regulators for Horizontal Improvements and Vertical Improvements are addressed in *DDA § 15.3 (Regulatory Approvals)* and *VDDA § 16.4 (Regulatory Approvals)*, respectively.

7.3. Third-Party Challenge.

(a) Effect. The filing of any Third-Party Challenge will not delay or stop the development of the Project or the City's issuance of Future Approvals unless the third party obtains a court order preventing the activity.

(b) Cooperation in Defense. The Parties agree to cooperate in defending any Third-Party Challenge to any City discretionary action on the Project. The City will notify Developer promptly after being served with any Third-Party Challenge filed against the City.

(c) Developer Cooperation. Developer at its own expense will assist and cooperate with the City in connection with any Third-Party Challenge. The City Attorney in his sole discretion may use legal staff of the Office of the City Attorney with or without the assistance of outside counsel in connection with defense of the Third-Party Challenge.

(d) Cost Recovery. Developer must reimburse the City for its actual defense costs, including the fees and costs of legal staff and any consultants. Subject to further agreement, the City will provide Developer with monthly invoices for all of the City's defense costs.

(e) Developer's Termination Option. Instead of bearing the defense costs of any Third-Party Challenge, Developer may terminate this Development Agreement (and the DDA under *DDA § 12.6(a) (Mutual Termination Right)*) by delivering a notice to the City, with a copy to the Port, specifying a termination date at least 10 days after the notice is delivered. If Developer elects this option, the Parties will promptly cooperate to file a request for dismissal. Developer's and the City's obligations to cooperate in defending the Third-Party Challenge, and Developer's responsibility to reimburse the City's defense costs, will end on the Termination Date, but Developer must indemnify the City from any other liability caused by the Third-Party Challenge, including any award of attorneys' fees or costs.

(f) Survival. The indemnification, reimbursement, and cooperation obligations under this Section will survive termination under **Subsection 7.3(e)** (Developer's Termination Option) or any judgment invalidating any part of this Development Agreement.

7.4. Estoppel Certificates.

(a) Contents. Either Party may ask the other Party to sign an estoppel certificate as to the following matters to the best of its knowledge:

(i) This Development Agreement is in full force and effect as a binding obligation of the Parties.

(ii) This Development Agreement has not been amended, or if amended, identifying the amendments or modifications and stating their date and nature.

(iii) The requesting Party is not in default in the performance of its obligations under this Development Agreement, or is in default in the manner specified.

(iv) The City's findings in the most recent Annual Review under **Article 8** (Periodic Compliance Review).

(b) Response Period. A Party receiving a request under this Section must execute and return the completed estoppel certificate within 30 days after receiving the request. A Party's failure to either execute and return the completed estoppel certificate or provide a detailed written explanation for its failure to do so will be an Event of Default following notice and opportunity to cure as set forth in **Section 9.1** (Meet and Confer).

(c) Reliance. Each Party acknowledges that Interested Persons may rely on an estoppel certificate provided under this Section. At an Interested Person's request, the City will provide an estoppel certificate in recordable form, which the Interested Person may record in the Official Records at its own expense.

8. PERIODIC COMPLIANCE REVIEW

8.1. Initiation or Waiver of Review.

(a) Statutory Provision. Under section 65865.1 of the Development Agreement Statute, the Planning Director must conduct annually a review of developers' good faith compliance with approved development agreements (each, an "**Annual Review**"). The Planning Director will follow the process set forth in this Article and in Chapter 56 for each Annual Review.

(b) No Waiver. The City's failure to timely complete an Annual Review of Developer's good faith compliance with this Development Agreement in any year during the DDA Term will not waive the City's right to do so at a later date.

(c) Planning Director's Discretion. The DA Ordinance waives certain provisions of compliance review procedures specified in Chapter 56 and grants discretion to the Planning Director with respect to Annual Reviews as follows.

(i) For administrative convenience, the Planning Director may designate the annual date when each Annual Review of Developer's compliance will begin, which may be the same or different from the date specified in Chapter 56 (in either case, the "**Annual Review Date**").

(ii) The Planning Director may elect to forego an Annual Review for any of the following reasons: (1) before the designated Annual Review Date,

Developer reports that no significant construction work occurred on the FC Project Area during that year; (2) either Developer or the Port has initiated procedures to terminate the DDA; or (3) the Planning Director otherwise decides an Annual Review is unnecessary.

8.2. Required Information from Developer.

(a) **Contents of Report.** Under **Subsection 8.1(c)** (Planning Director's Discretion), Developer will submit a letter to the Planning Director setting forth in reasonable detail the status of Developer's compliance with its obligations under this Development Agreement and the other Transaction Documents with respect to delivery of the public benefits described in **Section 4.1** (Public Benefits). Developer must provide the requested letter within 60 days after each Annual Review Date during the DA Term, unless the Planning Director specifies otherwise. The letter to the Planning Director must include appropriate supporting documentation, which may include an estoppel certificate from the Port in a form acceptable to the Port, the Planning Director, and Developer.

(b) **Standard of Proof.** An estoppel certificate from the Port, if submitted with Developer's letter, will be conclusive proof of Developer's compliance with specified obligations under the DDA and be binding on the City. Each Other City Agency responsible for monitoring and enforcing any part of Developer's compliance with the Vested Elements and its obligations under **Article 4** (Developer Obligations) and **Article 7** (Mutual Obligations) must confirm Developer's compliance or provide the Planning Director with a statement specifying the details of noncompliance. Developer has the burden of proof to demonstrate compliance by substantial evidence of matters not covered in the Port's estoppel certificate or any Other City Agency's letter.

8.3. City Review. The Annual Review will include determining Developer's compliance with **Article 4** (Developer Obligations) and **Article 7** (Mutual Obligations) and whether an Event of Default or a Material Breach has occurred and is continuing under the DDA.

8.4. Certificate of Compliance. Within 60 days after Developer submits its letter, the Planning Director will review the information submitted by Developer and all other available evidence on Developer's compliance with **Article 4** (Developer Obligations) and **Article 7** (Mutual Obligations). The Planning Director must provide copies to Developer of any evidence provided by sources other than Developer promptly after receipt. The Planning Director will summarize his determination as to each item in a letter to Developer. If the Planning Director finds Developer in compliance, then the Planning Director will follow the procedures in Administrative Code section 56.17(b).

8.5. Public Hearings. If the Planning Director finds Developer is not in compliance or that a public hearing is in the public interest, or a member of the Planning Commission or the Board of Supervisors requests a public hearing on Developer's compliance, the Planning Director will follow the procedures in Administrative Code section 56.17(c), and the City may enforce its rights and remedies under this Development Agreement and Chapter 56.

8.6. Effect on Transferees. If Developer has Transferred its rights and obligations for any Phase in compliance with the DDA, then each Transferee must provide a separate letter reporting compliance for itself and for each Vertical Developer in the Phase. The procedures, rights, and remedies under this Article and Chapter 56 will apply separately to Developer and any Transferee, each with respect only to obligations attaching to each Phase for which it is obligated. This requirement does not apply to Vertical Developers.

8.7. Notice and Cure Rights.

(a) **Amended Rights.** This Section reflects an amendment to Chapter 56 in the DA Ordinance that is binding on the Parties and all other persons affected by this Development Agreement.

(b) **Required Findings.** If the Planning Commission makes a finding of noncompliance, or if the Board of Supervisors overrules a Planning Commission finding of compliance, in a public hearing under Administrative Code section 56.17(c), then the Planning Commission or the Board of Supervisors, as applicable, must specify to the Breaching Party in reasonable detail how it failed to comply and specify a reasonable time for the Breaching Party to cure its noncompliance.

(c) **Cure Period.** The Breaching Party must have a reasonable opportunity to cure its noncompliance before the City begins proceedings to modify or terminate this Development Agreement under Administrative Code section 56.17(f) or section 56.18. The cure period under this Section must not be less than 30 days and must in any case provide a reasonable amount of time for the Breaching Party to effect a cure. City proceedings to modify or terminate this Development Agreement under Administrative Code section 56.17(f) or section 56.18 must not begin until the specified cure period has expired.

8.8. No Limitation on City's Rights After Event of Default. The City's rights and powers under this Article are in addition to, and do not limit, the City's rights to terminate or take other action under this Development Agreement after an event of Event of Default by Developer.

9. DEFAULTS AND REMEDIES

9.1. Meet and Confer. Before sending a notice of default under **Section 9.2** (Events of Default), the Aggrieved Party must follow the process in this Section.

(a) **Good Faith Effort.** The Aggrieved Party must make a written request that the Breaching Party meet and confer to discuss the alleged breach within three business days after the request is delivered. If, despite the Aggrieved Party's good faith efforts, the Parties have not met to confer within seven business days after the Aggrieved Party's request, the Aggrieved Party will be deemed to have satisfied the meet and confer requirement.

(b) **Opportunity to Cure.** If the Parties meet in response to the Aggrieved Party's request, the Aggrieved Party must allow a reasonable period of not less than 10 days for the Breaching Party to respond to or cure the alleged breach.

(c) **Exclusions.** The meet and confer requirement does not apply to a Breaching Party's failure to pay amounts when due under this Development Agreement or in circumstances where delaying the Aggrieved Party's right to send a notice of default under **Section 9.2** (Event of Default) would impair the Aggrieved Party's rights under this Development Agreement.

9.2. Events of Default.

(a) **Specific Events.** The occurrence of any of the following will be an Event of Default under this Development Agreement.

(i) A Breaching Party fails to make any payment when due if not cured within 30 days after the Aggrieved Party delivers notice of nonpayment.

(ii) A Breaching Party fails to satisfy any other material obligation under this Development Agreement when required if not cured within 60 days after the Aggrieved Party delivers notice of noncompliance or if the breach cannot be cured within 60 days, the Breaching Party fails to take steps to cure the breach within the 60-day period and diligently complete the cure within a reasonable time.

(b) Cross-Defaults. *DDA § 5.7 (Defaults and Breaches)* will apply to Events of Default by Developer and any finding of Developer's noncompliance under this Development Agreement.

(c) Certain Payment Defaults. Developer or the applicable Transferee will have a complete defense if the City alleges an Event of Default in Developer's obligation to pay Other City Costs in the following circumstances.

(i) If Developer or the applicable Transferee made a payment to the Port that included the allegedly unpaid Other City Costs, but the Port failed to disburse the portion of the amount payable to the aggrieved City Agency.

(ii) If a City Agency claiming nonpayment did not submit a timely statement for reimbursement of the claimed Other City Costs under *ICA § 3.6 (Cost Recovery)*.

9.3. Remedies for Events of Default.

(a) Specific Performance. After an Event of Default under this Development Agreement, the Aggrieved Party may file an action and seek injunctive relief against or specific performance by the Breaching Party. Nothing in this Section requires an Aggrieved Party to delay seeking injunctive relief if it believes in good faith that postponement would cause it to suffer irreparable harm.

(b) Limited Damages. The Parties agree as follows.

(i) Monetary damages are an inappropriate remedy for any Event of Default other than a payment Event of Default under this Development Agreement.

(ii) The actual damages suffered by an Aggrieved Party under this Development Agreement for any Event of Default other than a payment Event of Default would be extremely difficult and impractical to fix or determine.

(iii) Remedies at law other than monetary damages and equitable remedies are particularly appropriate for any Event of Default other than a payment Event of Default under this Development Agreement. Except to the extent of actual damages, neither Party would have entered into this Development Agreement if it were to be liable for consequential, punitive, or special damages under this Development Agreement.

(c) Exclusive Remedy for Material Breach under DDA. For any Material Breach that results in the termination of the DDA in whole or in part, this Development Agreement will automatically and concurrently terminate on the Termination Date as to the affected portion of the Project.

(d) City Processing. The City may suspend action on any Developer requests for approval or take other actions under this Development Agreement during any period in which payments from Developer are past due.

(e) Port's Rights if Not Delivered. The Port has rights and remedies under the DDA and Vertical DDAs to secure the delivery of public benefits under *DDA § 12.2(c) (Material Breaches by Developer)*, *DDA § 15.4 (Substantial Completion)*, *DDA § 15.5 (Final Completion)*, and *VDDA § 14.2 (Default by Vertical Developer)*, which variously entitle the Port to withhold completeness determinations, declare Developer to be in Material Breach of the DDA, and declare a Vertical Developer Default under the applicable Vertical DDA on specified conditions.

9.4. Changes to Existing City Laws and Standards. Under section 65865.4 of the Development Agreement Statute, either Party may enforce this Development Agreement

regardless of any Changes to Existing City Laws and Standards unless this Development Agreement has been terminated by agreement under **Article 11** (Amendment or Termination), as a remedy for an Event of Default under **Subsection 9.3(c)** (Exclusive Remedy for Material Breach under DDA), by termination proceedings under Chapter 56, or by termination of the DDA.

10. ASSIGNMENTS; LENDER RIGHTS

10.1. Successors' Rights. Applicable provisions of this Development Agreement will apply to Developer's and Vertical Developers' successors (each, a "**DA Successor**") in accordance with procedures under *DDA art. 6 (Transfers)* and *VDDA § 18.3 (Transfers)*. Each DA Successor will be assigned specified rights and obligations under the Development Agreement by an Assignment and Assumption Agreement in the form of *DDA Exh D10* or *VDDA Exh XX* (each, a "**DA Assignment**"). Each DA Assignment will be recorded in accordance with the DDA or Vertical DDA, as applicable. Each DA Assignment will provide for Developer or the pertinent Vertical Developer to be released from obligations under this Development Agreement to the extent assumed by the DA Successor.

10.2. Effect of Assignment. On the Reference Date of a DA Assignment, the following will apply.

(a) **DA Successor as Party.** The DA Successor will have all rights assigned and obligations assumed under the DA Assignment and will be deemed a Party to this Development Agreement to the extent of its rights and obligations.

(b) **Direct Enforcement Against Successors.** The City will have the right to enforce directly against any DA Successor every obligation that it assumed under its DA Assignment. A DA Successor's claim that its default is caused by Developer's or a Vertical Developer's, as applicable, breach of any duty or obligation to the DA Successor arising out of the DA Assignment or other related transaction will not be a valid defense to enforcement by the City.

(c) **Partial Developer Release.** Developer will remain liable for obligations under this Development Agreement only to the extent that Developer retains liability under the applicable DA Assignment. Developer will be released from any prospective liability or obligation, and its DA Successor will be deemed to be subject to all future rights and obligations of Developer under this Development Agreement to the extent specified in the DA Assignment.

(d) **Partial Vertical Developer Release.** A Vertical Developer will remain liable for obligations under this Development Agreement only to the extent that it retains liability under the applicable DA Assignment. A Vertical Developer will be released from any prospective liability or obligation, and its DA Successor will be deemed to be subject to all future rights and obligations of the Vertical Developer, under this Development Agreement to the extent specified in the DA Assignment.

(e) **No Cross-Default.** An Event of Default under this Development Agreement, any Vertical DDA, or any Parcel Lease, as applicable, by a DA Successor (in each case, a "**Successor Default**") with respect to any part of the Project will not be an Event of Default by Developer with respect to any other part of the Project. The occurrence of a Successor Default will not entitle the City to terminate or modify this Development Agreement with respect to any part of the Project that is not the subject of the Successor Default.

10.3. Applicable Lender Protections Control Lender Rights.

(a) **Rights to Encumber Horizontal Interests.** Developer, Vertical Developers, and DA Successors have or will have the right to encumber their real property interests in

and development rights at the FC Project Area in accordance with the Applicable Lender Protections, which are incorporated by this reference.

(b) Lender's Rights and Obligations. The rights and obligations of a Lender under this Development Agreement will be identical to its rights and obligations under the Applicable Lender Protections.

(c) City's Rights and Obligations.

(i) The City's obligations with respect to a Lender, including any Successor by Foreclosure, will be identical to those of the Port under the Applicable Lender Protections.

(ii) The City will reasonably cooperate with the request of a Lender or Successor by Foreclosure to provide further assurances to assure the Lender or Successor by Foreclosure of its rights under this Development Agreement, which may include execution, acknowledgement, and delivery of additional documents reasonably requested by a Lender confirming the applicable rights and obligations of the City and Lender with respect to a Mortgage.

(iii) No breach by Developer, a Vertical Developer, or a DA Successor of any obligation secured by a Mortgage will defeat or otherwise impair the Parties' rights or obligations under this Development Agreement.

(d) Successor by Foreclosure. A Successor by Foreclosure will succeed to all of the rights and obligations under and will be deemed a Party to this Development Agreement to the extent of the defaulting Borrower's rights and obligations.

10.4. Requests for Notice.

(a) Lender Request. If the City receives a written request from a Lender, or from Developer or a DA Successor requesting on a Lender's behalf, a copy of any notice of default that the City delivers under this Development Agreement that provides the Lender's address for notice, then the City will deliver a copy to the Lender concurrently with delivery to the Breaching Party. The City will have the right to recover its costs to provide notice from the Breaching Party or the applicable Lender.

(b) City Request. This provision is the City's request under California Civil Code section 2924 that a copy of any notice of default or notice of sale under any Mortgage be delivered to City at the address shown on the cover page of this Development Agreement.

10.5. No Third-Party Beneficiaries. Except for DA Successors with vested rights at the FC Project Area and to the extent of any Interested Person's rights, the City and Developer do not intend for this Development Agreement to benefit or be enforceable by any other persons. More specifically, this Development Agreement has no unspecified third-party beneficiaries.

11. AMENDMENT OR TERMINATION

11.1. Amendment. This Development Agreement may be amended only by the Parties' agreement or as specifically provided otherwise in this Development Agreement, the Development Agreement Statute, or Chapter 56. The Port Commission, the Planning Commission, and the Board of Supervisors must all approve any amendment that would be a Material Change. Following an assignment, the City and Developer or any DA Successor may amend this Development Agreement as it affects Developer, the DA Successor, or the portion of the FC Project Area to which the rights and obligations were assigned without affecting other portions of the FC Project Area or other Vertical Developers and DA Successors. The Planning Director may agree to any amendment to this Development Agreement that is not a Material Change, subject to the approval of any City Agency that would be affected by the amendment.

11.2. Termination. This Development Agreement may be terminated in whole or in part by: (a) the Parties' agreement or as specifically provided otherwise in this Development Agreement, the Development Agreement Statute, or Chapter 56; or (b) by termination of the DDA as provided by **Section 2.2** (DA Term).

12. DEVELOPER REPRESENTATIONS AND WARRANTIES

12.1. Due Organization and Standing. Developer represents that it has the authority to enter into this Development Agreement. Developer is a Delaware limited liability company duly organized and validly existing and in good standing under the laws of Delaware. Developer has all requisite power to own its property and authority to conduct its business in California as presently conducted.

12.2. 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 Development Agreement and it has no knowledge of any inability to perform its obligations under this Development Agreement. Developer's execution and delivery of this Development Agreement have been duly and validly authorized by all necessary action. This Development Agreement will be a legal, valid, and binding obligation of Developer, enforceable against Developer on its terms.

12.3. Other Documents. To the current, actual knowledge of Jack Sylvan, after reasonable inquiry, no document that Developer furnished to the City in relation to this Development Agreement, nor this Development Agreement, contains any untrue statement of material fact or omits any material fact that makes the statement misleading under the circumstances under which the statement was made.

12.4. No Bankruptcy. Developer represents and warrants to the City that Developer has neither filed nor is the subject of any petition under 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 action is threatened.

13. CITY REQUIREMENTS

13.1. Nondiscrimination in Contracts and Property Contracts (Admin. Code ch. 12B, ch. 12C).

In the performance of the Development Agreement, Developer covenants and agrees not to discriminate against or segregate any person or group of persons on any basis listed in section 12955 of the California Fair Employment and Housing Act (Calif. Gov't Code §§ 12900-12996), or on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, AIDS/HIV status, weight, height, association with members of protected classes, or in retaliation for opposition to any forbidden practices against any employee of, any City employee working with, or applicant for employment with Developer, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in the business, social, or other establishment or organization operated by Developer.

13.2. Prevailing Wages and Working Conditions in Construction Contracts (Calif. Labor Code §§ 1720 et seq.; Admin. Code § 6.22(e)).

(a) Labor Code Provisions. 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.

(b) Requirement. Developer agrees that all workers performing labor in the construction of public works or Improvements for the City under the DDA will be: (i) paid the Prevailing Rate of Wages as defined in Administrative Code section 6.22 and established under Administrative Code section 6.22(e); and (ii) subject to the hours and days of labor provisions in Administrative Code section 6.22(f). All contracts or subcontracts for public works or Improvements for the City must require that all persons performing labor under the contract be paid the Prevailing Rate of Wages for the labor so performed, as provided by Administrative Code section 6.22(e). 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. For current Prevailing Wage Rates, see the OLSE website or call the OLSE at 415-554-6235.

13.3. Tropical Hardwood and Virgin Redwood Ban (Env. Code ch. 8).

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 Environment Code sections 802(b) and 803(b). Developer agrees that, except as permitted by the application of Environment Code sections 802(b) and 803(b), Developer will not use or incorporate any tropical hardwood or virgin redwood in the construction of the Improvements or provide any items to the construction of the Project, or otherwise in the performance of the DDA that are tropical hardwoods, tropical hardwood wood products, virgin redwood, or virgin redwood wood products. If Developer fails to comply in good faith with any of Environment Code chapter 8, Developer will be liable for liquidated damages for each violation in any amount equal to the contractor's net profit on the contract, or 5% of the total amount of the contract dollars, whichever is greater.

13.4. Conflicts of Interest (Calif. Gov't Code §§ 87100 et seq. & §§ 1090 et seq.; Charter § 15.103; Campaign and Gov't Conduct Code art. III, ch. 2).

Through its execution of this DA, Developer acknowledges that it is familiar with Charter section 15.103, Campaign and Governmental Conduct Code article III, chapter 2, and California Government Code sections 87100 et seq. and sections 1090 et seq., certifies that it does not know of any facts that would violate these provisions and agrees to notify the City if Developer becomes aware of any such fact during the DA Term.

13.5. Sunshine (Calif. Gov't Code §§ 6250 et seq.; Admin. Code ch. 67).

Developer understands and agrees that under the California Public Records Act (Calif. Gov't Code §§ 6250 et seq.) and the City's Sunshine Ordinance (Admin. Code ch. 67), the Transaction Documents and all records, information, and materials that Developer submits to the City may be public records subject to public disclosure upon request. Developer may mark materials it submits to the City that Developer in good faith believes are or contain trade secrets or confidential proprietary information protected from disclosure under public disclosure laws, and the City will attempt to maintain the confidentiality of these materials to the extent provided by law. Developer acknowledges that this provision does not require the City to incur legal costs in any action by a person seeking disclosure of materials that the City received from Developer.

13.6. Contribution Limits-Contractors Doing Business with the City (Campaign and Gov't Conduct Code § 1.126).

(a) Application. Campaign and Governmental Conduct Code section 1.126 ("Section 1.126") applies only to agreements subject to approval by the Board of Supervisors, the Mayor, any other elected officer, or any board on which an elected officer serves. Section 1.126 prohibits a person who contracts with the City for the sale or lease of any land or building to or from the City from making any campaign contribution to: (i) any City elective officer if the officer or the board on which that

individual serves or a state agency on whose board an appointee of that individual serves must approve the contract; (ii) a candidate for the office held by the individual; or (iii) a committee controlled by the individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for the contract or six months after the date the contract is approved.

(b) Acknowledgment. Through its execution of this DA, Developer acknowledges the following.

(i) Developer is familiar with Section 1.126.

(ii) Section 1.126 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.

(iii) If applicable, the prohibition on contributions applies to: (1) Developer; (2) each member of Developer's governing body; (3) Developer's chairperson, chief executive officer, chief financial officer, and chief operating officer; (4) any person with an ownership interest of more than 20% in Developer; (5) any subcontractor listed in the contract; and (6) any committee, as defined in Campaign and Governmental Conduct Code section 1.104, that is sponsored or controlled by Developer.

13.7. Implementing the MacBride Principles - Northern Ireland (Admin. Code ch. 12F).

The City urges companies doing business in Northern Ireland to move towards resolving employment inequities and encourage them to abide by the MacBride Principles. The City urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

14. MISCELLANEOUS

The following provisions apply to this Development Agreement in addition to those in **Appendix Part A** (Standard Provisions and Rules of Interpretation).

14.1. Addresses for Notice. Notices given under this Development Agreement are governed by *App ¶ A.5 (Notices)*. Notice addresses are listed below.

To the City:

John Rahaim
Director of Planning
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 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: _____

To Developer:

FC Pier 70, LLC
949 Hope Street, Suite 200
Los Angeles, CA 90015
Attention: Mr. Kevin Ratner

With a copy to:

Forest City Enterprises, Inc.
50 Public Square
1360 Terminal Tower
Cleveland, OH 44113
Attention: Amanda Seewald, Esq.

14.2. Limitations on Actions. Administrative Code section 56.19 establishes certain limitations on actions to challenge final decisions made under Chapter 56, as follows:

(a) Board of Supervisors. Any action challenging a Board of Supervisors decision under Chapter 56 must be filed within 90 days after the decision is finally approved.

(b) Planning. Any action challenging any of the following Planning decisions under Chapter 56 must be filed within 90 days after any of the following becomes final: (i) a Planning Director decision under Administrative Code section 56.15(d)(3); or (ii) a Planning Commission resolution under section 56.17(e).

14.3. Attachments. The attached Appendix excerpts, Port Consent, SFMTA Consent, SFPUC Consent, and exhibits listed below are incorporated in and are a part of this Development Agreement.

- DA Exhibit A: Legal description and Site Plan
- DA Exhibit B: Project Approvals
- DA Exhibit C: Chapter 56 as of the Reference Date

Developer and the City have executed this Development Agreement as of the last date written below.

DEVELOPER:

FC PIER 70, LLC,
a Delaware limited liability company

CITY:

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By: _____
Kevin Ratner,
Vice President

By: _____
John Rahaim
Director of Planning

Date: _____

Date: _____

Authorized by Ordinance No. _____
on [effective date].

APPROVED AND AGREED:

By: _____
Naomi Kelly

City Administrator

By: _____
Mohammad Nuru,
Director of Public Works

APPROVED AS TO FORM:
Dennis J. Herrera, City Attorney

By: _____
Joanne Sakai
Deputy City Attorney

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APPENDIX EXCERPT
(To be inserted)

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CONSENT TO DEVELOPMENT AGREEMENT
Port Commission

The Port Commission of the City and County of San Francisco has reviewed the Development Agreement between the City and Developer relating to the proposed Project to which this Consent to Development Agreement is attached and incorporated. Capitalized terms used in this Port Consent have the meanings given to them in the Development Agreement or the Appendix.

By executing this Port Consent, the undersigned confirms the following.

1. The Port Commission, at a duly noticed public hearing, adopted the CEQA Findings, including the Statement of Overriding Considerations, and the MMRP, including Mitigation Measures for which the Port is the responsible agency.
2. At that meeting, the Port Commission considered and consented to the Development Agreement as it relates to matters under Port jurisdiction and delegated to the Port Director or her designee any future Port approvals under the Development Agreement, subject to Applicable Laws, including the City Charter.
3. The Port Commission directed the Chief Harbor Engineer to: (a) require evidence that Developer has paid any Impact Fees that are required as a condition to issuing any Construction Permit for horizontal development; (b) require evidence that Vertical Developers have paid all Impact Fees that are required as a condition to issuing any Construction Permit for vertical development; and (c) report promptly to the Planning Director the location, date, and amount of office space approved for construction in any Construction Permit as provided in *DDA Exh E2 (Office Development on Port Land)*.
4. The Port Commission also authorized Port staff to take any measures reasonably necessary to assist the City in implementing the Development Agreement in accordance with Port Resolution No. _____.

[Remainder of page intentionally left blank.]

By authorizing the Port Director to execute this Port Consent, the Port Commission affirms that it does not intend to limit, waive, or delegate in any way its exclusive authority or rights under Applicable Port Law.

PORT:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, operating by and through the
San Francisco Port Commission

By: _____
Elaine Forbes,
Executive Director

Date: _____

Authorized by Port Resolution No. _____
and Board of Supervisors Resolution No. _____.

APPROVED AS TO FORM:
Dennis J. Herrera, City Attorney

By: _____
Eileen Malley
Port General Counsel

[Remainder of page intentionally left blank.]

**CONSENT TO DEVELOPMENT AGREEMENT
San Francisco Municipal Transportation Agency**

The Municipal Transportation Agency of the City and County of San Francisco has reviewed the Development Agreement between the City and Developer relating to the proposed Project to which this Consent to Development Agreement is attached and incorporated. Capitalized terms used in this SFMTA Consent have the meanings given to them in the Development Agreement or the Appendix.

By executing this SFMTA Consent, the undersigned confirms the following:

1. The SFMTA Board of Directors, after considering at a duly noticed public hearing the CEQA Findings for the Project, including the Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program, consented to and agreed to be bound by the Development Agreement as it relates to matters under SFMTA jurisdiction and delegated to the Director of Transportation or his designee any future SFMTA approvals under the Development Agreement, subject to Applicable Laws, including the City Charter.
2. The SFMTA Board of Directors also:
 - a. approved Mitigation Measure M-AQ-1f, which requires “a Transportation Demand Management (TDM) Plan with a goal of reducing estimated daily one-way vehicle trips by 20% compared to the total number of one-way vehicle trips identified in the project’s Transportation Impact Study at project build-out,” which is a Developer Mitigation Measure under the MMRP;
 - b. approved Developer’s Pier 70 TDM Program for the Transportation Plan (attached to this SFMTA Consent) and found that the Pier 70 TDM Program meets the requirements of Mitigation Measure M-AQ-1f and incorporates many of the Pier 70 TDM Program strategies described in Section 169;
 - c. directed the Director of Transportation to administer and direct the allocation and use of Transportation Fees in an amount no less than the Total Fee Amount as provided in the Transportation Plan; and
 - d. delegated to the Director of Transportation the authority to approve the Streetscape Master Plan for the FC Project Area.
3. The SFMTA Board of Directors also authorized SFMTA staff to take any measures reasonably necessary to assist the City in implementing the Development Agreement in accordance with SFMTA Resolution No. _____, including the Transportation Plan and the transportation-related Mitigation Measures.

[Remainder of page intentionally left blank.]

By authorizing the Director of Transportation to execute 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 Charter.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, acting by and through the
San Francisco Municipal Transportation Agency

By: _____
Edward D. Reiskin,
Director of Transportation

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

By: _____
Susan Cleveland-Knowles
SFMTA General Counsel

SFMTA Resolution No. _____
Adopted: _____, 2017

Attachment: Pier 70 Transportation Plan and TDM Program

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ATTACHMENT TO SFMTA CONSENT
Transportation Plan and Pier 70 TDM Program

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CONSENT TO DEVELOPMENT AGREEMENT
San Francisco Public Utilities Commission

The San Francisco Public Utilities Commission of the City and County of San Francisco has reviewed the Development Agreement between the City and Developer relating to a proposed Project to which this Consent to Development Agreement is attached and incorporated. Capitalized terms used in this SFPUC Consent have the meanings given to them in the Development Agreement or the Appendix.

By executing this SFPUC Consent, the undersigned confirms the following.

1. The SFPUC, after considering at a duly noticed public hearing the CEQA Findings for the Project, including the Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program (MMRP), approved the Utility-Related Mitigation Measures and consented to and agreed to be bound by the Development Agreement as it relates to matters under SFPUC jurisdiction.
2. The SFPUC affirmed that Vertical Developers will be required to pay the SFPUC Wastewater Capacity Charge and the SFPUC Water Capacity Charge, each at rates in effect on the applicable connection dates SFPUC.
3. The SFPUC affirmed that Developer will be required to pay a fair share contribution to the City's AWSS consistent with the Infrastructure Plan, the terms and timing of payment to be established as a condition of approval to the master tentative subdivision map for the FC Project Area.
4. *Provisional language, subject to further negotiation:* Developer and the SFPUC agree that all electricity for the Project will be provided by Hetch Hetchy Water and Power or other City sources on the following conditions:
 - a. electrical service will be reasonably available for the Project's needs;
 - b. the level of reliability and customer service responsiveness will be substantially equivalent to or better than that otherwise available;
 - c. when Developer applies for electrical service, it can be separately metered and implemented at comparable business terms and schedule, including delivery of service to construction sites;
 - d. the projected price for electrical service is comparable to or less than the prevailing market rates in San Francisco for comparable loads;
 - e. the capital refund structure for electrical service, including allowances, cost of ownership, special facilities, and the income tax component of construction, is at comparable business terms; and
 - f. Developer meets SFPUC's space requirements for related infrastructure.

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By authorizing the General Manager to execute this SFPUC Consent, the SFPUC does not intend to in any way limit, waive or delegate the exclusive authority of the SFPUC as set forth in Article VIIIA of the City Charter.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, acting by and through the
San Francisco Public Utilities Commission

By: _____
Harlan Kelly,
General Manager

Authorized by SFPUC Resolution No. _____

APPROVED AS TO FORM:
DENNIS J. HERRERA City Attorney

By: _____
Francesca Gessner
SFPUC General Counsel

San Francisco Public Utilities Commission
Resolution No. _____
Adopted: _____, 2017

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DA EXHIBIT A

Legal Description and Site Plan

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DA EXHIBIT B
Project Approvals

1. **Final Environmental Impact Report**, State Clearinghouse No. _____
 - Certify and adopt CEQA Findings: Planning Commission Motion No. _____
 - Adopt CEQA Findings and MMRP: Port Resolution No. _____
 - Adopt CEQA Findings and MMRP: Board of Supervisors Resolution No. _____
2. **General Plan Consistency Findings**
 - Planning Commission Motion No. _____
3. **General Plan Amendment**
 - Planning Commission Motion No. _____
 - Board of Supervisors Ordinance No. _____
4. **Planning Code and Zoning Map Ordinance**
 - a. amend section 201 to include the Pier 70 SUD
 - b. add section 249.79 to establish the Pier 70 SUD
 - c. amend Sectional Map ZN08 to show the Pier 70 SUD Mixed Use District
 - d. amend Sectional Map HT08 to show the height limits in the Pier 70 SUD
 - e. amend new Sectional Map SU08 to create the Pier 70 SUD
 - Recommend: Planning Commission Motion No. _____
 - Consent: Port Resolution No. _____
 - Approve: Board of Supervisors Ordinance No. _____
5. **Pier 70 SUD Design for Development**
 - Approve: Planning Commission Motion No. _____
 - Approve: Port Resolution No. _____
6. **Development Agreement and DA Ordinance**
 - Recommend: Planning Commission Motion No. _____
 - Consent: Port Resolution No. _____
 - Consent: SFMTA Resolution No. _____
 - Consent: SFPUC Resolution No. _____
 - Approve: Board of Supervisors Ordinance No. _____
 - Signed by: Planning Director and Developer
7. **Public Trust Exchange Agreement**
 - Approve per Burton Act (AB 2659, stats. 1987, ch. 310): Port Resolution No. _____
 - Approve per Burton Act (AB 2659, stats. 1987, ch. 310): Board of Supervisors Resolution No. _____
 - Signed by: Executive Officer of State Lands Commission and Port Director

8. **Disposition and Development Agreement as Development Plan under Charter § B7.320 and Prop F**
 - a. Form of Master Lease
 - b. Form of Vertical DDA for Option Parcels
 - c. Form of Parcel Lease for Option Parcels
 - d. Historic Building 12 and Historic Building 21 lease terms
 - e. Parcel E4 lease terms
 - f. MOU with MOHCD for development of Affordable Housing Parcels
 - Approve: Port Resolution No. _____
 - Approve under Charter § 9.118: Board of Supervisors Resolution No. _____
 - Signed by: Developer and Port Director
9. **Parcel K North public offering**
 - Approve: Port Resolution No. _____
 - Approve: Board of Supervisors Resolution No. _____
10. **Waterfront Land Use Plan / Waterfront Design and Access Element amendments**
 - Approve: Port Resolution No. _____
11. **San Francisco Administrative Code amendment to article X of chapter 43**
 - Recommend: Port Resolution No. _____
 - Approve: Board of Supervisors Ordinance No. _____
12. **Financing Districts**
 - a. formation proceedings for IFD Sub-Project Area G-2, Sub-Project Area G-3, and Sub-Project Area G-4
 - b. formation proceedings for IRFD No. 2 (Hoedown Yard)
 - Recommend: Port Resolution No. _____
 - Approve: Board of Supervisors Resolution Nos. _____ and Ordinance Nos. _____
13. **Memorandum of Understanding re Interagency Cooperation**
 - Approve: Port Resolution No. _____
 - Adopt CEQA Findings and Consent: SFMTA Resolution No. _____
 - Adopt CEQA Findings and Consent: SFPUC Resolution No. _____
 - Consent: SFFD Resolution No. _____
 - Approve: Board of Supervisors Resolution No. _____
 - Signed by: Mayor, City Administrator, Director of Public Works, and Port Director
14. **Memorandum of Understanding re Assessment, Collection, and Allocation of Taxes**
 - Approve: Port Resolution No. _____
 - Approve: Board of Supervisors Resolution No. _____
 - Signed by: Assessor, Treasurer-Tax Collector, Controller, and Port Director

What is "Tantamount to Demolition"?

Any project application that proposes one or more of the following criteria is considered "Tantamount to Demolition" and subject to San Francisco Planning Code Section 317.

- ▶ A major alteration of a residential building, removing more than 50 percent of the front and rear facade (combined); ~~and~~ *or*,
- ▶ Removing more than 65 percent of all exterior walls, *or*
- ▶ A major alteration of a residential building removing more than 50 percent of the Vertical Envelope Elements (defined as all exterior walls that provide weather and thermal barriers between the interior and exterior of the building, or that provide structural support to other elements of the building envelope); ~~and~~ *or*,
- ▶ More than 50 percent of the Horizontal Elements (defined as all roof areas and all floor plates, except floor plates at or below grade) of the existing building, as measured in gross square feet of actual surface area

However, we have found that the current controls have led to project sponsors designing just short of the threshold, resulting in inferior design and/or significantly expanded projects. The current controls have led to project sponsors designing just short of the threshold, with these results:

- ▶ Allowing major additions. A project can significantly expand the size of the existing housing while still meeting the Tantamount to Demolition threshold, thus be approved administratively (*no Commission hearing required*).
- ▶ Potential for inferior design.

The Department agrees with the public that Tantamount to Demolition is not effective in respecting neighborhood

Received at CPC Hearing *8/21/17*
Pub. Com.
Privately-Owned I
Space and Public

Residential Expansion Threshold: A clear process for alterations and demolitions
Consolidation of F
Bar Controls
Bicycle Parking R

If you would like Planning staff to attend an upcoming neighborhood or organization meeting, please contact OPC.PRT@sfgov.org.
Planning Study of (Chain Stores)
Public Outreach a
Revisions to the Ir
Affordable Require

Legacy Business Re
Development Agree
The City's General F
Complete List of Pla

PLANNING INFO
CENTER (910)

Questions? Start with
Email: pic@sfgov.org
Phone: (415) 558-6377
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San Francisco, CA 941

Hours of Operation

