



EXECUTIVE SUMMARY OFFICE DEVELOPMENT AUTHORIZATION AND MAJOR MODIFICATION TO OFF-STREET LOADING ENTRANCE REQUIREMENTS

HEARING DATE: October 22, 2020

Record No.: 2017-011878PHA-02/OFA
Project Address: 420 23rd Street
Zoning: Potrero Power Station Mixed Use (PPS-MU) Zoning District
65-PPS/240-PPS Height and Bulk District
Potrero Power Station Special Use District
Block/Lot: 4175/017
Project Sponsor: Enrique Landa
California Barrel Company, LLC
420 23rd Street
San Francisco, CA 94107
Property Owner: California Barrel Company, LLC
420 23rd Street
San Francisco, CA 94107
Staff Contact: Monica Giacomucci – (628) 652-7414
monica.giacomucci@sfgov.org

Recommendation: Approval with Conditions

Project Description

The Project includes an eight-story vertical addition to the existing historic Station A Building (total height of 205 feet measured from grade) within the Potrero Power Station Mixed-Use Development. The resulting building will include approximately 403,750 gross square feet of office use, with an additional 73,590 square feet dedicated to mechanical equipment exempt from gross floor area calculations. The Project also includes 76 Class 1 bicycle parking spaces, 10 Class 2 bicycle parking spaces, four showers, 24 lockers, and two off-street loading spaces accessible through a new entrance and curb cut on Georgia Lane. The Project includes a Mid-Block Passage through the proposed building accessible from both Georgia Lane and Power Station Park, and a new 33-foot

curb. Finally, the Project includes 16,225 square feet of private open space on terraces at the 5th, 11th, and 12th stories.

Summary of Previous Approvals

To date, the Planning Commission (“Commission”) has approved a series of items related to the Potrero Power Station Mixed-Use Project. The Commission has previously reviewed the Potrero Power Station Mixed-Use Project as follows:

1. Informational hearings on August 23, 2018, November 8, 2018, April 25, 2019, and September 5, 2019;
2. The Draft Environmental Impact Report (“DEIR”) on November 8, 2018; and
3. The following Approval Actions on January 30, 2020:
 - a. Certification of the Final Environmental Impact Report (“FEIR”) prepared for the Project pursuant to the California Environmental Quality Act (Pub. Resources Code §§ 21,000 et seq., “CEQA”), the guidelines implementing CEQA (14 Cal. Code Regs. §§ 15,000 et seq., “CEQA Guidelines”), and the Chapter 31 of the City’s Administrative Code;
 - b. Adoption of CEQA Findings, including a Mitigation and Monitoring Plan (“MMRP”);
 - c. Recommendation to the Board of Supervisors to approve General Plan Amendments to amend the Central Waterfront Area Plan, the Commerce and Industry Element, the Urban Design Element, the Transportation Element, and the Recreation and Open Space Element, and the Land Use Index;
 - d. Adopt General Plan and Planning Code Section 101.1 Consistency Findings;
 - e. Recommendation to the Board of Supervisors to approve Zoning Map Amendments and Planning Code Text Amendments to reclassify the site and establish the Potrero Power Station Special Use District (“SUD”);
 - f. Approval of the Design for Development (“D4D”); and
 - g. Approval of the Development Agreement (“DA”).

On June 4, 2020, the Project Sponsor filed a Development Phase (“Phase”) Application with the Planning Department for its first project phase pursuant to the Potrero Power Station Special Use District (“SUD,” Planning Code Section 249.87) and the project DA. Simultaneously, the Project Sponsor also filed a Phasing Plan Amendment (“Amendment”) Application pursuant to Section 11.1 of the DA. The Project received its Master Approvals in April 2020, which included General Plan Amendments, Planning Code Text and Map Amendments, the Potrero Power Station Design for Development (D4D), and the DA. The Effective Date of the DA is May 25, 2020.

As provided in the DA and SUD, the Sponsor sought a Modification from the Master Approvals to amend the original Phasing Plan. The Planning Director approved the modified Development Phase Plan on October 7, 2020. See Exhibit D for the Development Phase Approval, which outlines the following amendments to the original Master Approvals:

- Implement the project in 3 phases as opposed to the 6 phases included in the Development Agreement;
- Phase 1 will include Block 15, which houses “Station A,” that was originally included in Phase 4 in the Development Agreement;
- Construction of Block 9 (hotel) will be moved to Development Phase 2 from Development Phase 1, while the construction of commercial buildings on Blocks 11, 12, and 15 will be moved into Development Phase 1 in response to market changes;
- Space for La Cocina moved to Blocks 11 or 12 in Phase 1, where originally located in Blocks 11 or 13 in Phase 6 or 2;
- Space for a Child Care Facility moved to Block 7 in Phase 1, where originally located in Block 15 in Phase 4; and
- Space for the Public Library option moved to Block 1 in Phase 2, where originally included in Block 15 in Phase 4.

Required Commission Action

As part of the Phase Application submitted on June 4, 2020, the Sponsor submitted a request for Office Development Authorization and a request for Major Modification from the Off-Street Loading Entrance Requirements related to development on Block 15 (also known as Station A).

In order for the Project to proceed, the Commission must grant an Office Development Authorization, pursuant to Planning Code Sections 321 and 322, to establish 403,750 gross square feet (gsf) of new office use.

The Commission must also grant a Major Modification, pursuant to the Potrero Power Station Development Agreement and Planning Code Section 249.87, to modify the Off-Street Loading Entrance requirements of the Potrero Power Station Development Agreement from 22 feet as provided in the DA and SUD to 33 feet in the proposed Project.

Issues and Other Considerations

- **Public Comment & Outreach.**
 - **Support/Opposition:** The Department has not received any public correspondence in support or opposition to the proposed project.
 - **Outreach:** The Project Sponsor engaged in a robust community outreach program throughout the development and refinement of the Project design over the past several years. Community engagement included roughly 170 community meetings, including public site tours, workshops and

presentations, Project Sponsor office hours, presentations to the Eastern Neighborhoods Community Advisory Committee, the Potrero Boosters, the Dogpatch Neighborhood Association, SPUR, the Housing Action Coalition, the Port, the Historic Preservation Commission, and the Planning Commission.

- Regarding Station A, the building's retention and adaptive reuse have been a goal of the Planning Department and Project Sponsor since the earliest stages of planning for the Project. However, its construction type (unreinforced masonry) and state of disrepair due to a lack of ongoing maintenance by previous property owners mean its retention is challenging for both technical and economic reasons. As such, Station A's status within the Project was uncertain as the Project Sponsor studied whether the structure could be physically incorporated into a modern building and whether Project financing could support it along with other important Project priorities. Throughout the planning and design process for the Project, community members from the Dogpatch and Potrero Hill neighborhoods strongly advocated for the retention of Station A in community meetings, at Planning Commission hearings, and at Historic Preservation Commission hearings. As a result of the ongoing dialogue between the City, the Project Sponsor, and members of the community, the existing Station A structure is proposed for retention and adaptive reuse and will become an iconic element within the Project.
- **Pre-Application Meetings.** The Sponsor has hosted two Pre-Application meetings with the community; one on June 7, 2020 relating to the Design Review submittal for Blocks 11, 12, and 15, and one on October 11, 2020 related to the Design Review submittal for Blocks 7 and 8. Both meetings were held virtually over free, publicly accessible video conferencing software to accommodate social distancing protocols related to the coronavirus pandemic.
- **Design Review Process:** The SUD under Planning Code Section 249.87 outlines the design review process for Major and Minor Modifications and Vertical Improvements in the following manner:
 - **Request for Major Modification:** Pursuant to the DA, SUD, and D4D, the Planning Director has discretion over minor modifications (deviation of less than 10 percent from any dimensional or numerical standard in the SUD and the DSG), while the Planning Commission shall review and approve any major modification.
 - **Approval of Vertical Improvements:** Other than major modifications, the Planning Director approves all Vertical Improvements. The Vertical Improvement proposed for Block 15 has changed in the following significant ways since the original submittal to the Department:
 - The vertical addition to Block 15 was redesigned from a bi-level gable roof with a vertically-oriented cladding scheme to a modified hipped roof with a horizontally-oriented cladding scheme featuring solar panels;
 - The location of the required Mid-Block Passage connecting Georgia Lane and Power Station Park through the ground floor of Block 15 was moved slightly north. Previously, the Mid-

Block Passage did not have a straight run and instead required pedestrians to take a longer, jogged path through the ground floor.

- **Office Development Authorization:** As of the date of this document, the Large Cap contains 24,949 square feet of office space available to be allocated. On October 17, 2020, the Large Cap will receive an allotment of 527,625 square feet pursuant to Proposition E. These two amounts will total 552,574 square feet in the Large Cap available under Office Development Annual Limit Program

Environmental Review

This project has undergone environmental review pursuant to the California Environmental Quality Act and Chapter 31 of the San Francisco Administrative Code.

On September 9, 2020, the Planning Department published an Addendum to the Potrero Power Station Final Environmental Impact Report ("FEIR"). The Addendum concludes that the proposed project would not cause new significant impacts that were not identified in the FEIR, would not result in significant impacts that would be substantially more severe than those identified in the FEIR, and would not require new mitigation measures to reduce significant impacts; no changes have occurred with respect to circumstances surrounding the proposed project that would cause significant environmental impacts to which the project would contribute considerably, and no new information has been put forward to demonstrate that the proposed project would cause new significant environmental impacts or a substantial increase in the severity of previously identified significant impacts. No further environmental review is required.

Basis for Recommendation

The Department finds that the Project is, on balance, consistent with the Central Waterfront Area Plan and the Objectives and Policies of the General Plan, Planning Code Section 249.87, and the required findings for Office Development Authorizations under Planning Code Sections 320-325. The Project meets the intent of the Development Agreement and the Design for Development.

Attachments:

Draft Motion – Office Development Authorization with Conditions of Approval
Draft Motion – Major Modification of Off-Street Loading Entrance Requirements with Conditions of Approval
Exhibit B – Plans and Renderings
Exhibit C – Environmental Determination
Exhibit D – R-20640 (Planning Commission Resolution Recommending Approval of the Potrero Power Station Development Agreement)
Exhibit E– Development Phase Amendment Approval
Exhibit F – Maps and Context Photos



PLANNING COMMISSION DRAFT MOTION

HEARING DATE: OCTOBER 22, 2020

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ADOPTING FINDINGS RELATING TO AN ALLOCATION OF OFFICE SQUARE FOOTAGE UNDER THE 2020-2021 ANNUAL OFFICE DEVELOPMENT LIMITATION PROGRAM PURSUANT TO PLANNING CODE SECTIONS 321 AND 322 TO ESTABLISH 403,750 GROSS SQUARE FEET OF OFFICE USE WITHIN A PROJECT LOCATED AT 420 23RD STREET, LOT 017 IN ASSESSOR'S BLOCK 4175, WITHIN THE PPS-MU (POTRERO POWER STATION MIXED USE) ZONING DISTRICT, POTRERO POWER STATION SPECIAL USE DISTRICT AND A 65-PPS/240-PPS HEIGHT AND BULK DISTRICT, AND ADOPTING FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

PREAMBLE

On January 30, 2020, the Commission adopted Motion No. 20635 certifying the Potrero Power Station Mixed-Use Project Final Environmental Impact Report (hereinafter “PPS FEIR”). On January 30, 2020, the Commission adopted Motion No. 20636 adopting California Environmental Quality Act (hereinafter “CEQA”) findings related to the Potrero Power Station Mixed-Use Project, including a Mitigation Monitoring and Reporting Program. The proposed project was considered as part of the PPS FEIR and addressed in the CEQA findings adopted for the Potrero Power Station Mixed-Use Project. Thus, the proposed project was eligible for an Addendum to the PPS FEIR pursuant to CEQA Guidelines Section 15164, and the Addendum was issued on September 9, 2020. The Addendum concludes that the proposed project would not cause new significant impacts that were not identified in the PPS FEIR, would not result in significant impacts that would be substantially more severe than those identified in the PPS FEIR, and would not require new mitigation measures to reduce significant impacts; no changes have occurred with respect to circumstances surrounding the proposed project that would cause significant environmental impacts to which the project would contribute considerably, and no new information has been put forward to demonstrate that the proposed project would cause new significant environmental impacts or a substantial increase in the severity of previously identified significant impacts.

On April 21, 2020, the Board of Supervisors approved the Project Master Plan and Development Agreement.

On June 4, 2020, Enrique Landa of California Barrel Company (hereinafter “Project Sponsor”) filed Application No. 2017-011878OFA (hereinafter “Application”) with the Planning Department (hereinafter “Department”) for an Office Development Authorization to establish 403,750 gross square feet of office use within an existing building and a new vertical addition together totaling approximately 455,340 square feet (hereinafter “Project”) at 420 23rd Street, Block 4175 Lot 017 (hereinafter “Project Site”).

On October 22, 2020, the San Francisco Planning Commission (hereinafter “Commission”) conducted a duly noticed public hearing at a regularly scheduled meeting on Office Development Authorization Application No. 2017-011878OFA.

On October 22, 2020, the Commission adopted Motion No. XXXXX, approving a Major Modification to Off-Street Loading Entrance Requirements (Application No. 2017-011878PHA-02) for the Proposed Project. Findings contained within said motion are incorporated herein by this reference thereto as if fully set forth in this Motion.

The Planning Department Commission Secretary is the custodian of records; the File for Record No. 2017-011878OFA is located at 49 South Van Ness Avenue, Suite 1400, San Francisco, California.

The Commission has heard and considered the testimony presented to it at the public hearing and has further considered written materials and oral testimony presented on behalf of the applicant, Department staff, and other interested parties.

MOVED, that the Commission hereby authorizes the Office Allocation as requested in Application No. 2017-011878OFA, subject to the conditions contained in “EXHIBIT A” of this motion, based on the following findings:

FINDINGS

Having reviewed the materials identified in the preamble above, and having heard all testimony and arguments, this Commission finds, concludes, and determines as follows:

- 1. The above recitals are accurate and constitute findings of this Commission.**
- 2. Project Description.** The Project includes an eight-story vertical addition to the existing historic Station A Building (total height of 205 feet measured from grade) within the Potrero Power Station Mixed-Use Development. The resulting building will include approximately 403,750 gross square feet of office use, with an additional 73,590 square feet dedicated to mechanical equipment exempt from gross floor area calculations. The Project also includes 76 Class 1 bicycle parking spaces, 10 Class 2 bicycle parking spaces, four showers, 24 lockers, and two off-street loading spaces accessible through a new entrance and curb cut on Georgia Lane. The Project includes a Mid-Block Passage through the proposed building accessible from both Georgia Lane and Power Station Park, and a new 33-foot curb. Finally, the Project includes 16,225 square feet of private open space on terraces at the 5th, 11th, and 12th stories.
- 3. Site Description and Present Use.** The subject property is a large, non-standard lot within the Potrero Power Station Mixed-Use Development with a total area of approximately 476,329 square feet. The Project is located on a rectangular block known as Block 15 within the Potrero Power Station site which is bound by 23rd Street to the south, Louisiana Paseo to the west, Humboldt Street to the north, and Georgia Lane to the south. The Project will have approximately 433 feet of frontage along Georgia Lane and Louisiana Paseo and approximately 109 feet of frontage along Humboldt Street and 23rd Street. The Project Site currently contains Station A of the Potrero Power Station, an approximately 85-foot tall former industrial building measuring approximately 47,197 square feet. Currently, the site is vacant and has not been used for power generation since 2011.
- 4. Surrounding Properties and Neighborhood.** The Project Site is located within the PPS-MU Zoning District within the Central Waterfront Area Plan. The Potrero Power Station site is located on approximately 29 acres of land on 6 privately-owned parcels and includes approximately 2.75 acres of land owned by the City and County of San Francisco and the Port of San Francisco. Current uses on the site include a small office building occupied by the Project Sponsor, an electrical switchyard owned and operated by PG&E, and street rights of way or shoreline areas owned by the Port and City; the remainder of the site includes multiple vacant structures and unused infrastructure related to the site's previous use as a power station.

On the west side of Block 15 is a PG&E switchyard which is not part of the Potrero Power Station Mixed-Use Development, as well as Block 5, which is intended to be developed with a district parking garage in a future phase.

- 5. Public Outreach and Comments.** The Department has received no correspondence from members of the public regarding the proposed project.

The Sponsor hosted a Pre-Application meeting within the community on June 7, 2020 relating to the Design Review submittal for Blocks 11, 12, and 15.

Prior to this Pre-Application Meeting, the Project Sponsor engaged in a robust community outreach program

throughout the development and refinement of the Project design over the past several years. Community engagement included roughly 170 community meetings, including public site tours, workshops and presentations, Project Sponsor office hours, presentations to the Eastern Neighborhoods Community Advisory Committee, the Potrero Boosters, the Dogpatch Neighborhood Association, SPUR, the Housing Action Coalition, the Port, the Historic Preservation Commission, and the Planning Commission.

Regarding Station A, the building's retention and adaptive reuse have been a goal of the Planning Department and Project Sponsor since the earliest stages of planning for the Project. However, its construction type (unreinforced masonry) and state of disrepair due to a lack of ongoing maintenance by previous property owners mean its retention is challenging for both technical and economic reasons. As such, Station A's status within the Project was uncertain as the Project Sponsor studied whether the structure could be physically incorporated into a modern building and whether Project financing could support it along with other important Project priorities. Throughout the planning and design process for the Project, community members from the Dogpatch and Potrero Hill neighborhoods strongly advocated for the retention of Station A in community meetings, at Planning Commission hearings, and at Historic Preservation Commission hearings. As a result of the ongoing dialogue between the City, the Project Sponsor, and members of the community, the existing Station A structure is proposed for retention and adaptive reuse and will become an iconic element within the Project.

- 6. Planning Code Compliance.** The Design for Development, adopted by the Planning Commission by Motion No. 26038 on January 30, 2020, sets forth design and land use standards and guidelines applicable within the SUD and consistent with the Development Agreement. Applicable provisions of the Planning Code apply unless otherwise provided in the SUD under Planning Code Section 249.87.

- A. Use.** Land uses in the Potrero Power Station Mixed-Use District are governed by block.

According to Table 249.87-1: Potrero Power Station Land Uses, Block 15 permits a range of non-residential uses. Office uses are principally permitted. The project does not propose any additional land uses beyond office use.

- B. Ground Floor Use Requirements.** In the Potrero Power Station Special Use District, ground floor use requirements are consistent with Planning Code Section 145.1. Only specific uses are considered "Active," and Active Uses are defined as any principal, conditional, or accessory use that by its nature does not require non-transparent walls facing a public street or involves the storage of goods or vehicles. Active Uses are required at specific frontages as identified in Figure 249.87-3: Ground Floor Uses.

A portion of the Louisiana Paseo façade of Station A on Block 15 has been identified as an Active Use Frontage, where Active Uses that do not require non-transparent walls are required. The project provides an approximately 55-foot wide transparent door system within the required Active Use Frontage area which leads to the proposed main building lobby and multi-function space at the ground floor of Station A. Lobbies and building circulation spaces are Active Uses per Planning Code Section 145.1.

- C. Building Height.** Block 15 has a split height limit, wherein the approximate northern half of the block must ascribe to a maximum 145-foot height, while the southern half must ascribe to a maximum 160-foot height limit. Within the Potrero Power Station SUD, maximum building heights are measured from the highest point of finished grade along the property line of the building parcel up to the highest point

of the uppermost structural slab in the case of a flat roof, or up to the average height of the rise in the case of a pitched, stepped, or sculptured roof form. Certain non-occupied architectural features and other rooftop elements are permitted to project 20 feet beyond the prevailing height limits without regard to horizontal area.

The Project meets the prevailing height limits in that it measures 160 feet from the highest point of finished grade to the average rise of the proposed pitched roof at the southern half of the block, where the 160' height limit prevails. Where the 145-foot height limit prevails at the northern half of Block 15, the height measures 145 feet from the highest point of finished grade to the uppermost structural slab. Although the pitched roof extends across the portion of Block 15 subject to the 145-foot height limit above 145 feet, the portion of that pitched roof which projects beyond the height limit is exempt because it does not project beyond the 20-foot exempt area and houses mechanical equipment.

- D. **Sculpting of Vertical Addition to Station A on Block 15.** Pursuant to Planning Code Section 249.87(h)(4)(F), construction of a vertical addition to Station A on Block 15 is subject to the prevailing 145-foot and 160-foot building height maximums described above and shall additionally achieve a 15% reduction of overall exterior volume for all mass above the Station A walls. Alternatively, the Sponsor may request and the Planning Director may grant a waiver from the 15% reduction requirement if the Planning Director determines that new construction on Block 15 above the height of the Station A walls demonstrates superior design quality consistent with the specific sculpting purposes outlined in Planning Code Section 249.87(h)(4)(F)(iii):
- a. Differentiation in mass from the existing Station A structure below;
 - b. Reduction in mass to ensure that development on Block 15 does not overwhelm adjacent open spaces and sensitively responds to its immediate context, including adjacent structures, streets, open spaces, and to the existing walls of Station A itself, and;
 - c. Sculpting of the mass with an architectural expression that distinguishes Block 15 as a high-quality, character-defining element of the site's urban design.

The Project minimizes the overall volume the new addition above the existing walls of Station A by approximately 8.5%.

Therefore, the Project Sponsor has requested a waiver from the Planning Director from the 15% volumetric mass reduction requirement. The Planning Director has found that the project demonstrates superior design quality and that the project meets the following sculpting purposes as outlined above and provided in Planning Code Section 249.87(h)(4)(F)(iii). The Director finds that the proposed vertical addition is sufficiently differentiated in terms of mass from the existing Station A, that the proposal will not overwhelm the adjacent Power Station Park or Station A itself, and that the proposed design will center Block 15 as a character-defining element of the overall site.

- E. **Off-Street Parking.** Off-Street Parking is not required for any development under the Potrero Power Station SUD, and is limited for office uses up to one space for every 1,500 square feet of Occupied Floor Area.

The Project does not provide any off-street parking on Block 15. Instead, employees of the proposed office development will be encouraged to take public transit or ride a bicycle to the Project Site.

- F. **Major Modification to Loading Entrance.** Building entrances for parking garage and loading dock access are allowed only on specifically identified frontages. No more than 22 feet of any given frontage be devoted to parking and/or loading ingress and/or egress.

On Block 15, parking and loading entrances are only permitted on the Georgia Lane frontage. The Project proposes a 33-foot opening on Georgia Lane for off-street loading ingress and egress to serve the development's two off-street loading spaces. As a result, the Project Sponsor has requested a Major Modification from the Off-Street Loading Requirements for review and approval by the Planning Commission as part of the related Record No. 2017-011878PHA-02.

- G. **Mid-Block Passage.** Pursuant to Planning Code Section 249.87(h)(14)(B), Block 15 is required to provide a Mid-Block Passage that is located as close to the middle portion of Block 15 as possible, connect to existing adjacent streets and alleys, and be perpendicular to the subject frontage or diagonal across the block. The Mid-Block Passage must also provide publicly-accessible, pedestrian-only east-west access with at least 20 feet of continuous clear width and 15 feet of continuous clear height.

The Project proposes a Mid-Block Passage that will be open to the public to connect Georgia Lane to Louisiana Paseo, thereby providing a safe and weather-protected connection between the east and western portions of the site. The Mid-Block Passage also provides interior connections to the ground floor of Station A, which will serve as multi-function lobby space. Although the Mid-Block Passage is not located at the exact center of Block 15, it provides a continuous east-west path through the building in a way that does not impede central circulation cores and is more easily accessible for users of the district parking garage proposed for Block 5.

7. **Office Development Authorization Findings.** In determining which office developments best promote the public welfare, convenience, and necessity, the Board of Supervisors, Board of Appeals and Planning Commission shall consider:

- I. APPORTIONMENT OF OFFICE SPACE OVER THE COURSE OF THE APPROVAL PERIOD IN ORDER TO MAINTAIN A BALANCE BETWEEN ECONOMIC GROWTH ON THE ONE HAND, AND HOUSING, TRANSPORTATION AND PUBLIC SERVICES, ON THE OTHER.

As of October 17, 2020, 552,574 gsf of "Large Cap" office space in San Francisco is available. The Project will add approximately 403,750 square feet of office space at the subject property.

The Project will further the intent of the Central Waterfront Area Plan to create an economically diversified and lively jobs center. As stated in Development Agreement, the Project has the potential to provide a large office space that addresses recent trends for in-demand office space. Although the coronavirus pandemic has resulted in reduced demand for office uses in the short-term, the proposed Project provides an opportunity for a large office tenant to establish a flagship location in a new and desirable area of San Francisco. The Project is proposing 403,750 square feet of new office space in a unique and character-rich historic resource, resulting in a 205-foot tall building as measured from grade. The Project would include a small café within a sunken lounge at the basement level which would serve office tenants, as well as

accessory assembly rooms at the ground floor and roof levels . In addition to furthering the City's goal of preserving historic resources, the Project would help in stimulating the area's economic growth by providing an innovative office space, leading to new employment opportunities during and after construction.

The Project does not provide off-street parking, therefore future office employees at the subject property will be encouraged to walk, ride a bicycle, or utilize public transportation. The Property is already within a short walk of the 23rd Street stop on SFMTA's KT Muni Metro light rail line and the 91-3rd Street Muni Bus line, and within just a few blocks of the 48-Quintara Muni bus line. While region-serving public transit lines are not walkable from the subject property, the Caltrain Station at 4th and King Streets is easily accessible from the KT Muni Metro line. Finally, the Potrero Power Station Development Agreement provides for a new multi-modal street network connecting to the Dogpatch and Pier 70, which will host a future 55-Dogpatch SFMTA bus line running along 22nd Street and enter the site at Maryland Street, with proposed stops at 22nd and Maryland Streets and 23rd and Maryland Streets. This new bus line will increase public transit access to the subject property and the larger Potrero Power Station site. The Project is also subject to the Jobs-Housing Linkage Fee, which supports the development and production of affordable housing in the city.

While Station A is a vital piece of Potrero Power Station's history, its four brick walls currently stand vacant and exposed to the elements. The proposal would preserve the existing historic Station A walls and construct a vertical addition above, maintaining the Station A shell as a multi-function lobby and gathering space. The addition has been sensitively designed so as to complement the existing industrial character of Station A, while providing a contemporary architectural expression at the heart of the Potrero Power Station site. On balance, the new office use will not have a negative impact on the exterior of the property; rather, establishing this use will assist the property owner in instituting essential short-term measures to protect Station A and planning for its long-term preservation.

Overall, per the Development Agreement with the City and County of San Francisco, the Project provides a balance between economic growth, housing, and transportation and provides overarching public benefits, including but not limited to rehabilitation of Station A. In a future phase, the Unit 3 Boiler Stack will likewise be rehabilitated, providing for the long-term retention of another iconic symbol of the Central Waterfront and reminder of the site's long industrial history. In addition, the DA will provide 6.9 acres of publicly accessible open space, including three signature open space areas: the approximately 1.2-acre "Power Station Park," the approximately 0.6-acre "Stack Plaza," and an approximately 3-acre waterfront park that opens up over 1,000 linear feet of shoreline to the public for the first time in 150 years.

Other proposed public benefits include a robust Workforce Agreement, which guarantees a significant financial contribution to training programs aimed at both construction and end-user employment opportunities onsite. The Project will include the construction of an on-site community recreation center of at least 25,000 gross square feet in size provided rent-free to a community facility operator, along with funding for tenant improvements. Additionally, the Project will provide funding or space to the San Francisco Public Library for a library to be located on the Project site. Finally, the Project will construct two childcare facilities on which will be available for lease to a licensed nonprofit operator without charge for rent, utilities, property taxes, building services, or repairs, for a minimum of four years.

II. THE SUITABILITY OF THE PROPOSED OFFICE DEVELOPMENT FOR ITS LOCATION, AND ANY EFFECTS OF

THE PROPOSED OFFICE DEVELOPMENT SPECIFIC TO THAT LOCATION.

- a) Use. Office uses are principally permitted on Block 15 according to the Development Agreement and Planning Code Section 249.87.
- b) Transit Accessibility. The Dogpatch neighborhood is transit-rich, serving San Francisco and through transit connections, the greater Bay Area. Specifically, Dogpatch is served by a high concentration of Muni bus and light rail lines which connect to regional transit, including Caltrain and BART. The Property is located within a quarter-mile of several Muni bus lines, including the 22, 48, 55 (proposed), and 91, and the Muni Metro KT light rail line. A proposed bus line that runs through the Potrero Power Station site will also serve the proposed office use.
- c) Open Space Accessibility. The Project would provide approximately 16,625 square feet of open space on terraces at the 5th floor and roof levels accessible to tenants of the proposed office. The property is directly adjacent to Louisiana Paseo and Power Station Park, both of which will be open to the public.
- d) Urban Design. The Project aligns with the larger urban design goals of the Potrero Power Station Mixed-Use District, providing a distinctive and inviting vertical addition that preserves and enhances the unique character of historic Station A. The 403,750 gsf of office use sought by the proposal would be fully contained within the building on Block 15.
- e) Seismic Safety. The Project will conform to the structural and seismic requirements of the San Francisco Building Code, meeting this policy.

III. WHETHER THE PROPOSED PROJECT INCLUDES DEVELOPMENT OF NEW AFFORDABLE HOUSING UNITS SUCH THAT ALL OF THE FOLLOWING CRITERIA ARE SATISFIED:

- a) The New Affordable Housing units are on-site or located within a Community of Concern as designated by the Board of Supervisors;
- b) The New Affordable Housing Units will be developed pursuant to a requirement included in a development agreement authorized by Government Code Section 65865 or any successor section for the proposed office development;
- c) The number of New Affordable Housing Units is no less than 100% of the New Affordable Housing Units required to house the future employees of the proposed project's office development in accordance with the City's Affordable Housing Demand Ratio;

Although no affordable or market-rate housing is proposed at Block 15, the overall Project as provided in the Development Agreement will create a significant amount of affordable housing units. The affordable housing plan will facilitate development of 30% of all residential units built within the project site as below market rate units, inclusionary units, or in lieu fee units. A maximum of 258 affordable housing units (33% of total affordable units) may be constructed off-site through the payment of in lieu fees and such units must be located in Supervisor District 10. Inclusionary Rental Units will be restricted, on average, to a Housing Cost that is affordable to Households earning not more than 72% of Area

Median Income ("AMI"). Inclusionary For-Sale Units will be restricted, on average, to a Housing Cost that is affordable to Households earning not more than 99% of AMI.

- IV. THE EXTENT TO WHICH THE PROJECT INCORPORATES COMMUNITY IMPROVEMENTS THAT EXCEED THE REQUIREMENTS OF ZONING AND CITY ORDINANCES APPLICABLE TO THE PROJECT. "COMMUNITY IMPROVEMENT(S)" INCLUDE CONSTRUCTION, FINANCING, LAND DEDICATION, OR LAND EXCHANGES FOR THE CREATION OF ANY OF THE FOLLOWING FACILITIES: COMMUNITY-SERVING FACILITIES, INCLUDING WITHOUT LIMITATION, CHILDCARE FACILITIES, TOT LOTS, COMMUNITY GARDENS, PARKS, INDOOR AND OUTDOOR NEIGHBORHOOD-ORIENTED PLAZAS AND OPEN SPACE, NEIGHBORHOOD RECREATION CENTERS, DOG PARKS, PUBLIC SAFETY FACILITIES, AFFORDABLE SPACE FOR COMMUNITY-SERVING RETAIL SERVICES AND FOOD MARKETS, AND AFFORDABLE SPACE FOR COMMUNITY ARTS AND CULTURAL ACTIVITIES.

As noted above, the overall Potrero Power Station Mixed-Use Project provides for long-term deployment of public benefits. The DA provides for the construction of an on-site community recreation center of at least 25,000 gross square feet in size provided rent free to a community facility operator along with funding for tenant improvements. Additionally, the Project will provide funding or space to the San Francisco Public Library for a library to be located on the Project site or within ¾ mile from the Project site. The Project Site will include two on-site childcare facilities totaling not less than 6,000 gross square feet in size each. These facilities will be available for lease to a licensed nonprofit operator without charge for rent, utilities, property taxes, building services, or repairs, with minimum terms of four years. After this initial term, they will be available to a licensed nonprofit operator for an additional period of four years, at a cost not to exceed actual operating and tenant improvement costs reasonably allocated to similar facilities in similar buildings. The overall Potrero Power Station Mixed-Use Project will create approximately 6.9 acres of new public open space including the Power Station Park, Stack Plaza, Waterfront Park, and several smaller plazas and pathways throughout the Project site. All open spaces at the Project Site — with the exception of the Point and some areas directly along the shoreline, which are owned by the Port — will be privately owned and publicly accessible.

8. **General Plan Compliance.** The Project is, on balance, consistent with the following Objectives and Policies of the General Plan:

COMMERCE AND INDUSTRY ELEMENT

Objectives and Policies

OBJECTIVE 2

MAINTAIN AND ENHANCE A SOUND AND DIVERSE ECONOMIC BASE AND FISCAL STRUCTURE FOR THE CITY.

Policy 2.1:

Seek to retain existing commercial and industrial activity and to attract new such activity to the City.

OBJECTIVE 3

PROVIDE EXPANDED EMPLOYMENT OPPORTUNITIES FOR CITY RESIDENTS, PARTICULARLY THE UNEMPLOYED AND ECONOMICALLY DISADVANTAGED.

Policy 3.2

Promote measures designed to increase the number of San Francisco jobs held by San Francisco residents.

TRANSPORTATION ELEMENT

Objectives and Policies

OBJECTIVE 2

USE THE TRANSPORTATION SYSTEM AS A MEANS FOR GUIDING DEVELOPMENT AND IMPROVING THE ENVIRONMENT.

Policy 2.1

Use rapid transit and other transportation improvements in the city and region as the catalyst for desirable development and coordinate new facilities with public and private development.

CENTRAL WATERFRONT PLAN

Land Use

Objectives and Policies

OBJECTIVE 1.1

ENCOURAGE THE TRANSITION OF PORTIONS OF THE CENTRAL WATERFRONT TO A MORE MIXED-USE CHARACTER, WHILE PROTECTING THE NEIGHBORHOOD'S CORE OF PDR USES AS WELL AS THE HISTORIC DOGPATCH NEIGHBORHOOD.

Policy 1.1.4

Maintain the integrity of the historic Dogpatch neighborhood.

Policy 1.1.8

Consider the Potrero power plant site as an opportunity for reuse for larger-scale commercial and research establishments.

Built Form

Objectives and Policies

OBJECTIVE 3.1

PROMOTE AN URBAN FORM THAT REINFORCES THE CENTRAL WATERFRONT'S DISTINCTIVE PLACE IN THE CITY'S LARGER FORM AND STRENGTHENS ITS PHYSICAL FABRIC AND CHARACTER.

Policy 3.1.9

Preserve notable landmarks and areas of historic, architectural or aesthetic value, and promote the preservation of other buildings and features that provide continuity with past development.

OBJECTIVE 3.1

PROMOTE AN URBAN FORM THAT REINFORCES THE CENTRAL WATERFRONT'S DISTINCTIVE PLACE IN THE CITY'S LARGER FORM AND STRENGTHENS ITS PHYSICAL FABRIC AND CHARACTER.

Policy 3.2.1

Require high quality design of street-facing building exteriors.

Transportation

Objectives and Policies

OBJECTIVE 3.1

PROMOTE AN URBAN FORM THAT REINFORCES THE CENTRAL WATERFRONT'S DISTINCTIVE PLACE IN THE CITY'S LARGER FORM AND STRENGTHENS ITS PHYSICAL FABRIC AND CHARACTER.

Policy 4.7.1

Provide secure, accessible and abundant bicycle parking, particularly at transit stations, within shopping areas and at concentrations of employment.

OBJECTIVE 4.8

ENCOURAGE ALTERNATIVES TO CAR OWNERSHIP AND THE REDUCTION OF PRIVATE VEHICLE TRIPS.

Policy 4.8.3

Develop a Transportation Demand Management (TDM) program for the Eastern Neighborhoods that provides information and incentives for employees, visitors and residents to use alternative transportation modes and travel times.

Historic Preservation

Objectives and Policies

OBJECTIVE 8.6

FOSTER PUBLIC AWARENESS AND APPRECIATION OF HISTORIC AND CULTURAL RESOURCES WITHIN THE CENTRAL WATERFRONT AREA PLAN.

Policy 8.6.2

Foster education and appreciation of historic and cultural resources within the Central Waterfront plan area among business leaders, neighborhood groups, and the general public through outreach efforts.

The Project proposes to institute 403,750 gsf of office use in a vacant building on the decommissioned Potrero Power Station site as part of a long-term development plan approved in 2020. The Project site is

currently occupied by the historic Station A, which stands today as four unreinforced brick walls. While rich in industrial character and symbolic of the history of the power station and the Central Waterfront, Station A was neglected by previous ownership and remains highly vulnerable to seismic activity. Despite these challenges, both the Dogpatch community and the Project Sponsor team have centered adaptive reuse of Station A as a major goal of the Potrero Power Station Mixed-Use project. This goal has been clearly and consistently discussed and developed through public outreach. From the early stages of its formulation, the Development Agreement has anticipated achieving this essential adaptive reuse project through institution of office use on the site, with the four character-rich walls of Station A serving as the base of a new commercial office addition which responds sensitively to the existing structure while still establishing a forward-looking design ethos for the site. The resulting Project allows Station A to continue to stand as a monument to the site's history while supporting a new use that will ensure its ongoing preservation. The proposed vertical addition utilizes a shaped roof that echoes the former gable roof truss of Station A, as well as a palette of warm, organic building materials that complement the texture of Station A's existing brick walls. The completed project will include an informational plaque detailing the significance of Station A located close to the Mid-Block Passage, so that visitors to the Project Site may contextualize their experience within the history of Potrero Power Station and the Central Waterfront.

Although the Project will provide only office space within Block 15, it is part of a holistically-planned mixed-use development with a diverse range of commercial, institutional, and industrial uses and public outdoor spaces within steps of the Project Site. This renders the Project ideal for an office tenant whose employees value a diverse range of businesses and amenities that foster a sense of intimacy and community within the already-burgeoning Dogpatch neighborhood.

Dogpatch is already well-served by an array of local transportation options which have contributed to its vitality, and many of these long-established transit routes will support the Project Site. Located only two blocks east of Third Street, the Project Site will be easily accessed by employees who opt to take the KT Muni Metro line, which originates in Balboa Park, connects to BART stations and ferry terminals in downtown San Francisco, stops at the Caltrain station at 4th and King Streets, and terminates in Visitacion Valley. The Project Site is similarly close to stops on the 22-Fillmore, 48-Quintara, 55-Dogpatch (proposed), and 91-3rd Street SFMTA bus lines. The rich selection of public transit options within easy walking distance of the site will allow a wide swath of San Franciscans and Bay Area residents safe and reliable access to the Project Site without need of personal automobiles. In addition, those employees who prefer to ride a bicycle to the project site will have use of 76 Class 1 and 10 Class 2 bicycle parking spaces, as well as 24 clothes lockers and four showers to support cyclists. Employees at and visitors of the Project will be able to easily walk, take public transit, or ride bicycles to and from the Project Site, which will keep the Project's transit and traffic impacts to a minimum. Finally, the transportation amenities provided within the proposal are part of a larger, sitewide Transportation Demand Management program that has been reviewed by the Department and the Planning Commission.

- 9. Planning Code Section 101.1(b)** establishes eight priority-planning policies and requires review of permits for consistency with said policies. On balance, the project complies with said policies in that:
- A. That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses be enhanced.

The project site does not currently possess any neighborhood-serving retail uses. The Project provides 403,750 gross square feet of new office use, which will enhance the nearby retail uses by providing new employees in the immediate area who may patronize existing and future neighborhood-serving retail uses.

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

The Project site does not possess any existing housing, nor is any new housing proposed. The Project would add 403,750 gross square feet of new office use in an area of the City historically devoid of office spaces suited to large office tenants, thus contributing to the economic and cultural diversity of the Dogpatch neighborhood.

- C. That the City's supply of affordable housing be preserved and enhanced,

The Project does not currently possess any existing affordable housing, nor is any new affordable housing proposed.

- D. That commuter traffic does not impede MUNI transit service or overburden our streets or neighborhood parking.

The Project Site is served by nearby public transportation options due to its proximity to the 23rd Street stop on SFMTA's KT Muni Metro light rail line. It is likewise within easy walking distance to the 91-3rd Street and 48-Quintara Muni bus lines. A future 55-Dogpatch Muni bus line will run through the Potrero Power Station site, providing additional public transportation options for employees of the proposed office building. Employees who live elsewhere in the Bay Area will have easy access to the Project Site through public transit connections at the 4th and King Caltrain station. The Project Site is and will continue to be served by a rich network of public transit options and the proposal is therefore not expected to overburden neighborhood parking.

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

The Project Site is the former location of a decommissioned power station site which has stood vacant for many years. The Project would not displace any active industrial uses. In developing the site with a new office use, the Project would provide for new employment opportunities where none have existed in the recent past, providing additional economic benefit for the City as a whole.

- F. That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake.

The Project will be designed and will be constructed to conform to the structural and seismic safety requirements of the Building Code. The existing Station A walls require structural attention to prevent loss of life in a seismic event, and this proposal will improve the property's ability to withstand an earthquake.

- G. That landmarks and historic buildings be preserved.

The Project Site currently contains Station A, the historic heart of the Potrero Power Station site. It is a contributing resource within the Central Waterfront Third Street Industrial District which is listed on the California Register of Historic Resources. The Project will facilitate rehabilitation and preservation of the historic Station A, ensuring that it remains a central focus of the Potrero Power Station development to be enjoyed by future generations of San Franciscans.

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

Although the Project will cast shadow on the adjacent Power Station Park, this park is privately owned and publicly accessible. It is subject to the controls of the Potrero Power Station Development Agreement and the Potrero Power Station Special Use District, so it is therefore not subject to Shadow Analysis under Planning Code Section 295. Finally, Power Station Park will only be partially shadowed for certain periods of the day, allowing the public to enjoy sunlight the majority of the time.

- 10.** The Project is consistent with and would promote the general and specific purposes of the Code provided under Section 101.1(b) in that, as designed, the Project would contribute to the character and stability of the neighborhood and would constitute a beneficial development.
- 11.** The Commission hereby finds that approval of the Office Development Authorization would promote the health, safety and welfare of the City.

DECISION

That based upon the Record, the submissions by the Applicant, the staff of the Department and other interested parties, the oral testimony presented to this Commission at the public hearings, and all other written materials submitted by all parties, the Commission hereby **APPROVES Office Development Authorization Application No. 2017-011878OFA** subject to the following conditions attached hereto as “EXHIBIT A” in general conformance with plans on file, dated October 13, 2020, and stamped “EXHIBIT B”, which is incorporated herein by reference as though fully set forth.

The Planning Commission further finds that since the PPS FEIR was finalized, there have been no substantial project changes and no substantial changes in project circumstances that would require major revisions to the PPS FEIR due to the involvement of new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in the PPS FEIR.

APPEAL AND EFFECTIVE DATE OF MOTION: Any aggrieved person may appeal this Office Development Authorization to the Board of Appeals within fifteen (15) days after the date of this Motion. The effective date of this Motion shall be the date of this Motion if not appealed (after the 15-day period has expired) OR the date of the decision of the Board of Appeals if appealed to the Board of Appeals. For further information, please contact the Board of Appeals at (415) 554-5184, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

Protest of Fee or Exaction: You may protest any fee or exaction subject to Government Code Section 66000 that is imposed as a condition of approval by following the procedures set forth in Government Code Section 66020. The protest must satisfy the requirements of Government Code Section 66020(a) and must be filed within 90 days of the date of the first approval or conditional approval of the development referencing the challenged fee or exaction. For purposes of Government Code Section 66020, the date of imposition of the fee shall be the date of the earliest discretionary approval by the City of the subject development.

If the City has not previously given Notice of an earlier discretionary approval of the project, the Planning Commission’s adoption of this Motion, Resolution, Discretionary Review Action or the Zoning Administrator’s Variance Decision Letter constitutes the approval or conditional approval of the development and the City hereby gives **NOTICE** that the 90-day protest period under Government Code Section 66020 has begun. If the City has already given Notice that the 90-day approval period has begun for the subject development, then this document does not re-commence the 90-day approval period.

I hereby certify that the Planning Commission ADOPTED the foregoing Motion on October 22, 2020.

Jonas P. Ionin
Commission Secretary

AYES:

NAYS:

ABSENT:

ADOPTED: October 22, 2020

EXHIBIT A

Authorization

This authorization is for an office development authorization to establish approximately 403,750 gross square feet of office use located at 420 23rd Street, Lot 017 in Assessor's Block 4175, pursuant to Planning Code Sections 321 and 322 within the PPS-MU Zoning District and a 65-PPS/240-PPS Height and Bulk District; in general conformance with plans, dated **October 13, 2020**, and stamped "EXHIBIT B" included in the docket for Record No. **2017-011878OFA** and subject to conditions of approval reviewed and approved by the Commission on **October 22, 2020** under Motion No XXXXXX. This authorization and the conditions contained herein run with the property and not with a particular Project Sponsor, business, or operator.

Recordation of Conditions Of Approval

Prior to the issuance of the building permit or commencement of use for the Project the Zoning Administrator shall approve and order the recordation of a Notice in the Official Records of the Recorder of the City and County of San Francisco for the subject property. This Notice shall state that the project is subject to the conditions of approval contained herein and reviewed and approved by the Planning Commission on **October 22, 2020** under Motion No XXXXXX.

Printing of Conditions of Approval on Plans

The conditions of approval under the 'Exhibit A' of this Planning Commission Motion No. XXXXXX shall be reproduced on the Index Sheet of construction plans submitted with the site or building permit application for the Project. The Index Sheet of the construction plans shall reference to the Conditional Use authorization and any subsequent amendments or modifications.

Severability

The Project shall comply with all applicable City codes and requirements. If any clause, sentence, section or any part of these conditions of approval is for any reason held to be invalid, such invalidity shall not affect or impair other remaining clauses, sentences, or sections of these conditions. This decision conveys no right to construct, or to receive a building permit. "Project Sponsor" shall include any subsequent responsible party.

Changes and Modifications

Changes to the approved plans may be approved administratively by the Zoning Administrator. Significant changes and modifications of conditions shall require Planning Commission approval of a new Conditional Use authorization.

CONDITIONS OF APPROVAL, COMPLIANCE, MONITORING, AND REPORTING

Performance

1. **Validity.** The authorization and right vested by virtue of this action is valid for three (3) years from the effective date of the Motion. The Department of Building Inspection shall have issued a Building Permit or Site Permit to construct the project and/or commence the approved use within this three-year period.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

2. **Expiration and Renewal.** Should a Building or Site Permit be sought after the three (3) year period has lapsed, the project sponsor must seek a renewal of this Authorization by filing an application for an amendment to the original Authorization or a new application for Authorization. Should the project sponsor decline to so file, and decline to withdraw the permit application, the Commission shall conduct a public hearing in order to consider the revocation of the Authorization. Should the Commission not revoke the Authorization following the closure of the public hearing, the Commission shall determine the extension of time for the continued validity of the Authorization.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

3. **Diligent Pursuit.** Once a site or Building Permit has been issued, construction must commence within the timeframe required by the Department of Building Inspection and be continued diligently to completion. Failure to do so shall be grounds for the Commission to consider revoking the approval if more than three (3) years have passed since this Authorization was approved.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

4. **Extension.** All time limits in the preceding three paragraphs may be extended at the discretion of the Zoning Administrator where implementation of the project is delayed by a public agency, an appeal or a legal challenge and only by the length of time for which such public agency, appeal or challenge has caused delay.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

5. **Conformity with Current Law.** No application for Building Permit, Site Permit, or other entitlement shall be approved unless it complies with all applicable provisions of City Codes (as applicable under the Development Agreement for the Potrero Power Station Mixed-Use Development Agreement) in effect at the

time of such approval.

*For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463,
www.sfplanning.org*

- 6. Additional Project Authorization.** The Project Sponsor must obtain approval of a Major Modification of Off-Street Loading Requirements from the Planning Commission as provided under Planning Code Section 249.87. The conditions set forth below are additional conditions required in connection with the Project. If these conditions overlap with any other requirement imposed on the Project, the more restrictive or protective condition or requirement, as determined by the Zoning Administrator, shall apply.

*For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463,
www.sfplanning.org*

- 7. Development Timeline - Office.** Pursuant to Planning Code Section 321(d) (2), construction of the office development project shall commence within 18 months of the effective date of this Motion. Failure to begin work within that period or to carry out the development diligently thereafter to completion, shall be grounds to revoke approval of the office development under this office development authorization.

*For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463,
www.sfplanning.org*

- 8. Mitigation Measures.** Mitigation measures described in the MMRP attached as Exhibit C are necessary to avoid potential significant effects of the proposed project and have been agreed to by the project sponsor. Their implementation is a condition of project approval.

*For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463,
www.sfplanning.org*

Design – Compliance at Plan Stage

- 9. Final Materials.** The Project Sponsor shall continue to work with Planning Department on the building design. Final materials, glazing, color, texture, landscaping, and detailing shall be subject to Department staff review and approval. The architectural addenda shall be reviewed and approved by the Planning Department prior to issuance.

*For information about compliance, contact the Case Planner, Planning Department at 628.652.7414,
www.sfplanning.org*

- 10. Garbage, Composting and Recycling Storage.** Space for the collection and storage of garbage, composting, and recycling shall be provided within enclosed areas on the property and clearly labeled and illustrated on the building permit plans. Space for the collection and storage of recyclable and compostable materials that meets the size, location, accessibility and other standards specified by the San Francisco Recycling Program shall be provided at the ground level of the buildings.

For information about compliance, contact the Case Planner, Planning Department at 628.652.7414, www.sfplanning.org

- 11. Rooftop Mechanical Equipment.** Pursuant to Planning Code 141, the Project Sponsor shall submit a roof plan to the Planning Department prior to Planning approval of the building permit application. Rooftop mechanical equipment, if any is proposed as part of the Project, is required to be screened so as not to be visible from any point at or below the roof level of the subject building.

For information about compliance, contact the Case Planner, Planning Department at 415-558-6378, www.sfplanning.org

- 12. Lighting Plan.** The Project Sponsor shall submit an exterior lighting plan to the Planning Department prior to Planning Department approval of the building / site permit application.

For information about compliance, contact the Case Planner, Planning Department at 628.652.7414, www.sfplanning.org

- 13. Signage.** The Project Sponsor shall develop a signage program for the Project which shall be subject to review and approval by Planning Department staff under the Design for Development for the Potrero Power Station Mixed-Use Development Project before submitting any building permits for construction of the Project. All subsequent sign permits shall conform to the approved signage program. Once approved by the Department, the signage program/plan information shall be submitted and approved as part of the site permit for the Project. All exterior signage shall meet the requirements of the Design for Development for the Potrero Power Station Mixed-Use Development Project and shall be designed to compliment, not compete with, the existing architectural character and architectural features of the building.

For information about compliance, contact the Case Planner, Planning Department at 628.652.7414, www.sfplanning.org

- 14. Transformer Vault Location.** The location of individual project PG&E Transformer Vault installations has significant effects to San Francisco streetscapes when improperly located. However, they may not have any impact if they are installed in preferred locations. Therefore, the Planning Department in consultation with Public Works shall require the transformer vault(s) for this project to comply with the Potrero Power Station Design for Development Document Section 3.2.8. The above requirement shall adhere to the Memorandum of Understanding regarding Electrical Transformer Locations for Private Development Projects between Public Works and the Planning Department dated January 2, 2019.

For information about compliance, contact Bureau of Street Use and Mapping, Department of Public Works at 628.271.2000, www.sfpbpublicworks.org

- 15. Overhead Wiring.** The Property owner will allow MUNI to install eyebolts in the building adjacent to its electric streetcar line to support its overhead wire system if requested by MUNI or MTA.

For information about compliance, contact San Francisco Municipal Railway (Muni), San Francisco Municipal Transit Agency (SFMTA), at 415.701.4500, www.sfmta.org

Parking and Traffic

- 16. Bicycle Parking.** Pursuant to Planning Code Section 249.87 and the Potrero Power Station TDM Plan, the Project shall provide no fewer than 76 Class 1 and 10 Class 2 bicycle parking spaces. SFMTA has final authority on the type, placement and number of Class 2 bicycle racks within the public ROW. Prior to issuance of first architectural addenda, the project sponsor shall contact the SFMTA Bike Parking Program at bikeparking@sfmta.com to coordinate the installation of on-street bicycle racks and ensure that the proposed bicycle racks meet the SFMTA's bicycle parking guidelines. Depending on local site conditions and anticipated demand, SFMTA may request the project sponsor pay an in-lieu fee for Class II bike racks required by the Planning Code.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

- 17. Showers and Clothes Lockers.** Pursuant to Planning Code Section 249.87, the Project shall provide no fewer than four showers and 24 clothes lockers.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

- 18. Off-Street Loading.** Pursuant to Planning Code Section 249.87, the Project will provide two off-street loading spaces.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

- 19. Managing Traffic During Construction.** The Project Sponsor and construction contractor(s) shall coordinate with the Traffic Engineering and Transit Divisions of the San Francisco Municipal Transportation Agency (SFMTA), the Police Department, the Fire Department, the Planning Department, and other construction contractor(s) for any concurrent nearby Projects to manage traffic congestion and pedestrian circulation effects during construction of the Project.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

Provisions

- 20. Transportation Sustainability Fee.** The Project is subject to the Transportation Sustainability Fee (TSF), as applicable, pursuant to Planning Code Section 411A and the Development Agreement for the Potrero Power Station Mixed-Use Development Project.

For information about compliance, contact the Case Planner, Planning Department at 628.652.7414, www.sfplanning.org

Monitoring - After Entitlement

- 21. Enforcement.** Violation of any of the Planning Department conditions of approval contained in this Motion or of any other provisions of Planning Code applicable to this Project shall be subject to the enforcement procedures and administrative penalties set forth under Planning Code Section 176 or Section 176.1. The Planning Department may also refer the violation complaints to other city departments and agencies for appropriate enforcement action under their jurisdiction.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org

- 22. Revocation due to Violation of Conditions.** Should implementation of this Project result in complaints from interested property owners, residents, or commercial lessees which are not resolved by the Project Sponsor and found to be in violation of the Planning Code and/or the specific conditions of approval for the Project as set forth in Exhibit A of this Motion, the Zoning Administrator shall refer such complaints to the Commission, after which it may hold a public hearing on the matter to consider revocation of this authorization.

For information about compliance, contact Code Enforcement, Planning Department at 628.652.7463, www.sfplanning.org



PLANNING COMMISSION DRAFT MOTION

HEARING DATE: OCTOBER 22, 2020

Record No.: 2017-011878PHA-02
Project Address: 420 23rd Street
Zoning: PPS-MU (Potrero Power Station Mixed Use) Zoning District
65-PPS/240-PPS Height and Bulk District
Potrero Power Station Special Use District
Block/Lot: 4175/017
Project Sponsor: Enrique Landa, California Barrel Company, LLC
420 23rd Street
San Francisco, CA 94107
Property Owner: California Barrel Company, LLC
420 23rd Street
San Francisco, CA 94107
Staff Contact: Monica Giacomucci – (628) 652-7414
monica.giacomucci@sfgov.org

ADOPTING FINDINGS RELATING TO A MAJOR MODIFICATION OF OFF-STREET LOADING ENTRANCE REQUIREMENTS PURSUANT TO PLANNING CODE SECTION 249.87, TO ALLOW A 33-FOOT LOADING ENTRANCE ON GEORGIA LANE AS PART OF A PROJECT THAT WOULD CONSTRUCT A NEW SIX-STORY VERTICAL ADDITION TO AN EXSITING 65-FOOT TALL BUILDING (APPROXIMATELY 455,340 SQUARE FEET IN TOTAL) LOCATED AT 420 23RD STREET, LOT 017 IN ASSESSOR'S BLOCK 4175, WITHIN THE PPS-MU (POTRERO POWER STATION MIXED USE) ZONING DISTRICT, POTRERO POWER STATION SPECIAL USE DISTRICT, AND A 65-PPS/240-PPS HEIGHT AND BULK DISTRICT, AND ADOPTING FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

PREAMBLE

On January 30, 2020, the Commission adopted Motion No. 20635 certifying the Potrero Power Station Mixed-Use Project Final Environmental Impact Report (hereinafter “PPS FEIR”). On January 30, 2020, the Commission adopted Motion No. 20636 adopting California Environmental Quality Act (hereinafter “CEQA”) findings related to the Potrero Power Station Mixed-Use Project, including a Mitigation Monitoring and Reporting Program. The proposed project was considered as part of the PPS FEIR and addressed in the CEQA findings adopted for the Potrero Power Station Mixed-Use Project. Thus, the proposed project was eligible for an Addendum to the PPS FEIR pursuant to CEQA Guidelines Section 15164, and the Addendum was issued on September 9, 2020. The Addendum concludes that the proposed project would not cause new significant impacts that were not identified in the PPS FEIR, would not result in significant impacts that would be substantially more severe than those identified in the PPS FEIR, and would not require new mitigation measures to reduce significant impacts; no changes have occurred with respect to circumstances surrounding the proposed project that would cause significant environmental impacts to which the project would contribute considerably, and no new information has been put forward to demonstrate that the proposed project would cause new significant environmental impacts or a substantial increase in the severity of previously identified significant impacts.

One April 21, 2020, the Board of Supervisors approved the Project Master Plan and Development Agreement.

On June 4, 2020, Enrique Landa of California Barrel Company (hereinafter “Project Sponsor”) filed Application No. 2017-011878OFA (hereinafter “Application”) with the Planning Department (hereinafter “Department”) for an Office Development Authorization to establish 403,750 gross square feet of office use within an existing building and a new vertical addition together totaling approximately 455,340 square feet (hereinafter “Project”) at 420 23rd Street, Block 4175 Lot 017 (hereinafter “Project Site”).

On October 22, 2020, the San Francisco Planning Commission (hereinafter “Commission”) conducted a duly noticed public hearing at a regularly scheduled meeting on Office Development Authorization Application No. 2017-011878OFA. On October 22, 2020, the Commission adopted Motion No. XXXXX, approving an Office Development Authorization (Application No. 2017-011878OFA) for the Proposed Project. Findings contained within said motion are incorporated herein by this reference thereto as if fully set forth in this Motion.

The Planning Department Commission Secretary is the custodian of records; the File for Record No. 2017-011878PHA-02 is located at 49 South Van Ness Avenue, Suite 1400, San Francisco, California.

The Commission has heard and considered the testimony presented to it at the public hearing and has further considered written materials and oral testimony presented on behalf of the applicant, Department staff, and other interested parties.

MOVED, that the Commission hereby authorizes the Major Modification to Off-Street Loading Entrance Requirements as requested in Application No. 2017-011878PHA-02, subject to the conditions contained in “EXHIBIT A” of this motion, based on the following findings:

FINDINGS

Having reviewed the materials identified in the preamble above, and having heard all testimony and arguments, this Commission finds, concludes, and determines as follows:

- 1. The above recitals are accurate and constitute findings of this Commission.**
- 2. Project Description.** The Project includes an eight-story vertical addition to the existing historic Station A Building (total height of 205 feet measured from grade) within the Potrero Power Station Mixed-Use Development. The resulting building will include approximately 403,750 gross square feet of office use, with an additional 73,590 square feet dedicated to mechanical equipment exempt from gross floor area calculations. The Project also includes 76 Class 1 bicycle parking spaces, 10 Class 2 bicycle parking spaces, four showers, 24 lockers, and two off-street loading spaces accessible through a new entrance and curb cut on Georgia Lane. The Project includes a Mid-Block Passage through the proposed building accessible from both Georgia Lane and Power Station Park, and a new 33-foot curb. Finally, the Project includes 16,225 square feet of private open space on terraces at the 5th, 11th, and 12th stories.
- 3. Site Description and Present Use.** The subject property is a large, non-standard lot within the Potrero Power Station Mixed-Use Development with a total area of approximately 476,329 square feet. The Project is located on a rectangular block known as Block 15 within the Potrero Power Station site which is bound by 23rd Street to the south, Louisiana Paseo to the west, Humboldt Street to the north, and Georgia Lane to the south. The Project will have approximately 433 feet of frontage along Georgia Lane and Louisiana Paseo and approximately 109 feet of frontage along Humboldt Street and 23rd Street. The Project Site currently contains Station A of the Potrero Power Station, an approximately 85-foot tall former industrial building measuring approximately 47,197 square feet. Currently, the site is vacant and has not been used for power generation since 2011.
- 4. Surrounding Properties and Neighborhood.** The Project Site is located within the PPS-MU Zoning District within the Central Waterfront Area Plan. The Potrero Power Station site is located on approximately 29 acres of land on 6 privately-owned parcels and includes approximately 2.75 acres of land owned by the City and County of San Francisco and the Port of San Francisco. Current uses on the site include a small office building occupied by the Project Sponsor, an electrical switchyard owned and operated by PG&E, and street rights of way or shoreline areas owned by the Port and City; the remainder of the site includes multiple vacant structures and unused infrastructure related to the site's previous use as a power station.

On the west side of Block 15 is a PG&E switchyard which is not part of the Potrero Power Station Mixed-Use Development, as well as Block 5, which is intended to be developed with a district parking garage in a future phase.

- 5. Public Outreach and Comments.** The Department has received no correspondence from members of the public regarding the proposed project.

The Sponsor hosted a Pre-Application meeting within the community on June 7, 2020 relating to the Design Review submittal for Blocks 11, 12, and 15.

Prior to this Pre-Application Meeting, the Project Sponsor engaged in a robust community outreach program throughout the development and refinement of the Project design over the past several years. Community engagement included roughly 170 community meetings, including public site tours, workshops and presentations, Project Sponsor office hours, presentations to the Eastern Neighborhoods Community Advisory Committee, the Potrero Boosters, the Dogpatch Neighborhood Association, SPUR, the Housing Action Coalition, the Port, the Historic Preservation Commission, and the Planning Commission.

Regarding Station A, the building's retention and adaptive reuse have been a goal of the Planning Department and Project Sponsor since the earliest stages of planning for the Project. However, its construction type (unreinforced masonry) and state of disrepair due to a lack of ongoing maintenance by previous property owners mean its retention is challenging for both technical and economic reasons. As such, Station A's status within the Project was uncertain as the Project Sponsor studied whether the structure could be physically incorporated into a modern building and whether Project financing could support it along with other important Project priorities. Throughout the planning and design process for the Project, community members from the Dogpatch and Potrero Hill neighborhoods strongly advocated for the retention of Station A in community meetings, at Planning Commission hearings, and at Historic Preservation Commission hearings. As a result of the ongoing dialogue between the City, the Project Sponsor, and members of the community, the existing Station A structure is proposed for retention and adaptive reuse and will become an iconic element within the Project.

6. **Planning Code Compliance.** The Planning Code Compliance Finding set forth in Motion No. XXXXX, Record No. 2017-011878OFA (Office Development Authorization, pursuant to Planning Code Sections 321 and 322) apply to this Motion, and are incorporated as though fully set forth.
7. **Major Modification to Loading Entrance.** Pursuant to the requirements of the Potrero Power Station Special Use District under Planning Code Section 249.87, a Design Review Application for development at the subject property may seek one or more Major Modifications. A Major Modification is defined as a deviation of 10% or more from any dimensional or numerical standard in the Planning Code, including but not limited to the requirements of Planning Code Section 249.87. The Planning Commission shall review the proposed Major Modification for failure to meet the Design for Development standards and consider all comments from the public and recommendations of the staff report and the Planning Director in making a decision to approve or disapprove the Design Review Application.

In the Potrero Power Station Design for Development, building entrances for parking garage and loading dock access are allowed only on specifically identified frontages. No more than 22 feet of any given frontage may be devoted to parking and/or loading ingress and/or egress. On Block 15, parking and loading entrances are only permitted on the Georgia Lane frontage. The Project proposes a 33-foot opening on the Georgia Lane façade accompanied by a 37-foot curb cut for off-street loading ingress and egress to serve the development's two off-street loading spaces.

The proposed off-street loading entrance would be located on the southern side of the Georgia Lane frontage, directly across Georgia Lane from an existing PG&E switchyard which is not included within the Potrero Power Station project area. The area north of the PG&E switchyard is Block 1 of the Potrero Power Station Special Use District and the likely future location of a district parking garage. As a result of these

adjacent conditions, this stretch of Georgia Lane between Humboldt and 23rd streets is one of few areas in the otherwise pedestrian-focused Potrero Power Station development that would appropriately accommodate increased vehicular use.

Accordingly, the Potrero Power Station SUD also requires that any entrances to off-street loading be located no less than 30 feet from any building corner. Georgia Lane is defined as an alley within the Design for Development, with vehicular lanes measuring just 20 feet in width. A curb cut of 37 feet is a realistic necessity on this narrow street to accommodate the turning radius of any freight truck. These practical restrictions, plus the additional challenges inherent in rehabilitation and preservation of a large unreinforced masonry building such as Station A, result in little to no opportunity to provide a fully compliant and functionally adequate off-street loading entrance.

- 8. General Plan Compliance.** The General Plan Consistency Findings set forth in Motion No. XXXXX, Record No. 2017-011878OFA (Office Developments Authorization, pursuant to Planning Code Sections 321 and 322) apply to this Motion, and are incorporated herein as though fully set forth.
- 9. Planning Code Section 101.1(b)** establishes eight priority-planning policies and requires review of permits for consistency with said policies. On balance, the project complies with said policies in that:

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

The project site does not currently possess any neighborhood-serving retail uses. The Project provides 403,750 gross square feet of new office use, which will enhance the nearby retail uses by providing new employees in the immediate area who may patronize existing and future neighborhood-serving retail uses.

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

The Project site does not possess any existing housing, nor is any new housing proposed. The Project would support a new office use in an area of the City historically devoid of office spaces suited to large office tenants, thus contributing to the economic and cultural diversity of the Dogpatch neighborhood.

- C.** That the City's supply of affordable housing be preserved and enhanced,

The Project does not currently possess any existing affordable housing, nor is any new affordable housing proposed.

- D.** That commuter traffic not impede MUNI transit service or overburden our streets or neighborhood parking.

The Project Site is served by nearby public transportation options due to its proximity to the 23rd Street stop on SFMTA's KT Muni Metro light rail line. It is likewise within easy walking distance to the 91-3rd Street and 48-Quintara Muni bus lines. A future 55-Dogpatch Muni bus line will run through

the Potrero Power Station site, providing additional public transportation options for employees of the proposed office building. Employees who live elsewhere in the Bay Area will have easy access to the Project Site through public transit connections at the 4th and King Caltrain station. The Project Site is and will continue to be served by a rich network of public transit options and the proposal is therefore not expected to overburden neighborhood parking.

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

The Project Site is the former location of a decommissioned power station site which has stood vacant for many years. The Project would not displace any active industrial uses. In developing the site with a new office use, the Project would provide for new employment opportunities where none have existed in the recent past, providing additional economic benefit for the City as a whole.

- F.** That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake.

The Project will be designed and will be constructed to conform to the structural and seismic safety requirements of the Building Code. The existing Station A walls require structural attention to prevent loss of life in a seismic event, and this proposal will improve the property's ability to withstand an earthquake.

- G.** That landmarks and historic buildings be preserved.

The Project Site currently contains Station A, the historic heart of the Potrero Power Station site. It is a contributing resource within the Central Waterfront Third Street Industrial District which is listed on the California Register of Historic Resources. The Project will facilitate rehabilitation and preservation of the historic Station A, ensuring that it remains a central focus of the Potrero Power Station development to be enjoyed by future generations of San Franciscans.

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

Although the Project will cast shadow on the adjacent Power Station Park, this park is privately owned and publicly accessible. It is subject to the controls of the Potrero Power Station Development Agreement and the Potrero Power Station Special Use District, so it is therefore not subject to Shadow Analysis under Planning Code Section 295. Finally, Power Station Park will only be partially shadowed for certain periods of the day, allowing the public to enjoy sunlight the majority of the time.

- 10.** The Project is consistent with and would promote the general and specific purposes of the Code provided under Section 101.1(b) in that, as designed, the Project would contribute to the character and stability of the neighborhood and would constitute a beneficial development.

11. The Commission hereby finds that approval of the Major Modification would promote the health, safety and welfare of the City.

DECISION

That based upon the Record, the submissions by the Applicant, the staff of the Department and other interested parties, the oral testimony presented to this Commission at the public hearings, and all other written materials submitted by all parties, the Commission hereby **APPROVES Major Modification Application No. 2017-011878PHA-02** subject to the following conditions attached hereto as “EXHIBIT A” in general conformance with plans on file, dated October 13, 2020, and stamped “EXHIBIT B”, which is incorporated herein by reference as though fully set forth.

The Planning Commission further finds that since the PPS FEIR was finalized, there have been no substantial project changes and no substantial changes in project circumstances that would require major revisions to the PPS FEIR due to the involvement of new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in the PPS FEIR.

Protest of Fee or Exaction: You may protest any fee or exaction subject to Government Code Section 66000 that is imposed as a condition of approval by following the procedures set forth in Government Code Section 66020. The protest must satisfy the requirements of Government Code Section 66020(a) and must be filed within 90 days of the date of the first approval or conditional approval of the development referencing the challenged fee or exaction. For purposes of Government Code Section 66020, the date of imposition of the fee shall be the date of the earliest discretionary approval by the City of the subject development.

If the City has not previously given Notice of an earlier discretionary approval of the project, the Planning Commission’s adoption of this Motion, Resolution, Discretionary Review Action or the Zoning Administrator’s Variance Decision Letter constitutes the approval or conditional approval of the development and the City hereby gives **NOTICE** that the 90-day protest period under Government Code Section 66020 has begun. If the City has already given Notice that the 90-day approval period has begun for the subject development, then this document does not re-commence the 90-day approval period.

I hereby certify that the Planning Commission ADOPTED the foregoing Motion on October 22, 2020.

Jonas P. Ionin
Commission Secretary

AYES:

NAYS:

ABSENT:

ADOPTED: October 22, 2020

POWER STATION

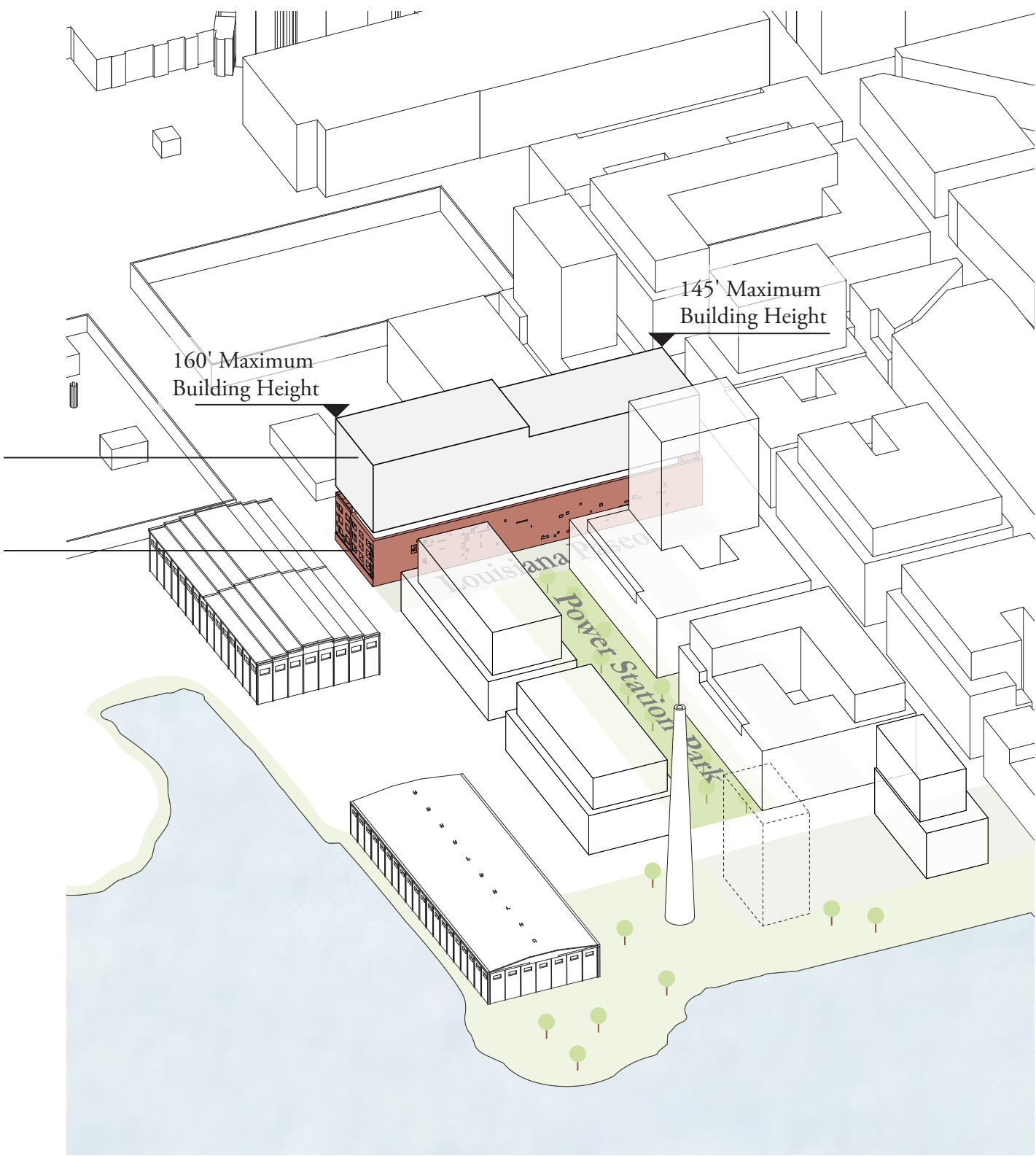
Planning Commission Package
October 22, 2020

Mayor ED 13-01 Priority Permit

Parcel	Potrero Power Station Mixed-Use Project - Block 15
Lot Area	46,968 square feet
Project Address	420 23rd Street San Francisco, CA, 94107
Project Description	Block 15 (Station A) will be a high-rise building consisting of Office and associated Accessory Uses, including a renovated multi-function lobby space (the “Turbine Hall”), an adjacent conference center, and a rooftop terrace. Block 15 is between 23rd Street, Louisiana Paseo, Humboldt Street, and Georgia Lane. This building will incorporate remains of an existing structure as specified in the PPS D4D, Section 6.14.1, and include a publicly accessible mid-block passage per D4D, Section 6.3.1.
Building Height	145’ (north), 160’ (south) measured from point of highest finished grade
Total Area (GFA)	403,750 square feet

New construction volume =
maximum 3,520,228 CU. FT

Existing walls to be retained;
dimensions per D4D A.6



Mayor ED 13-01 Priority Permit



Mayor ED 13-01 Priority Permit

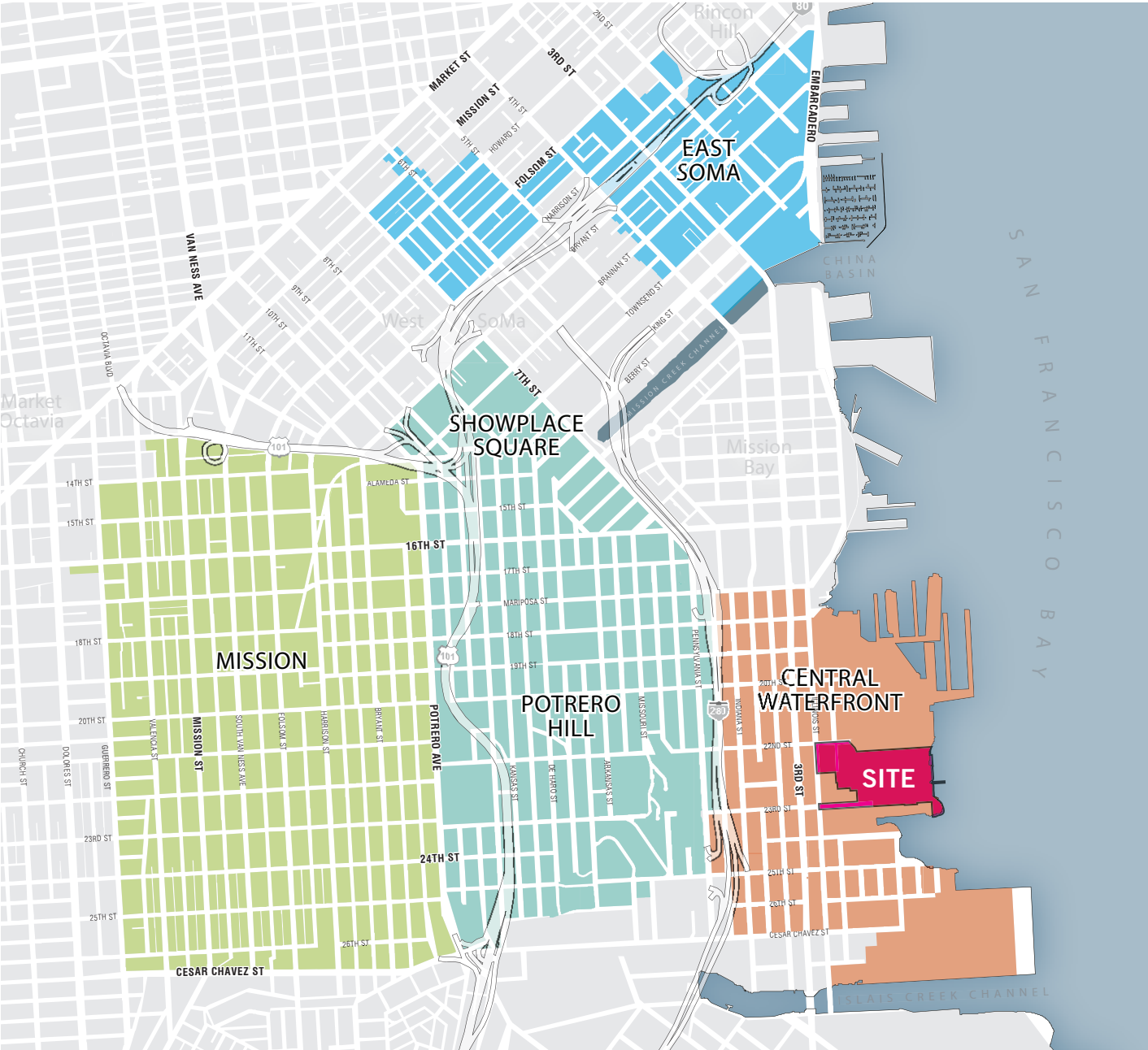


Figure 1.4.1 Eastern Neighborhoods Plan Area (image adapted from San Francisco Eastern Neighborhoods Plan, 2009)



Figure 1.4.2 BCDC Jurisdiction Line

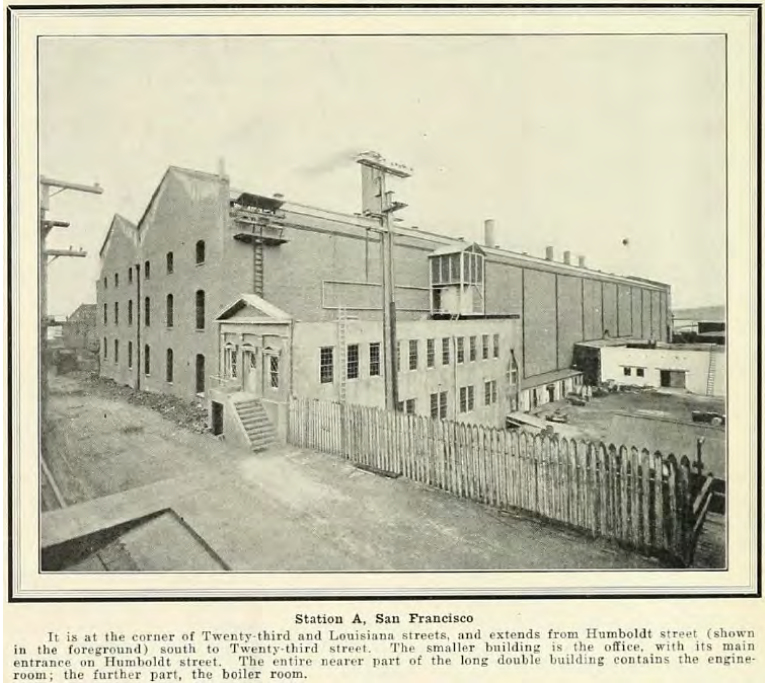
Mayor ED 13-01 Priority Permit



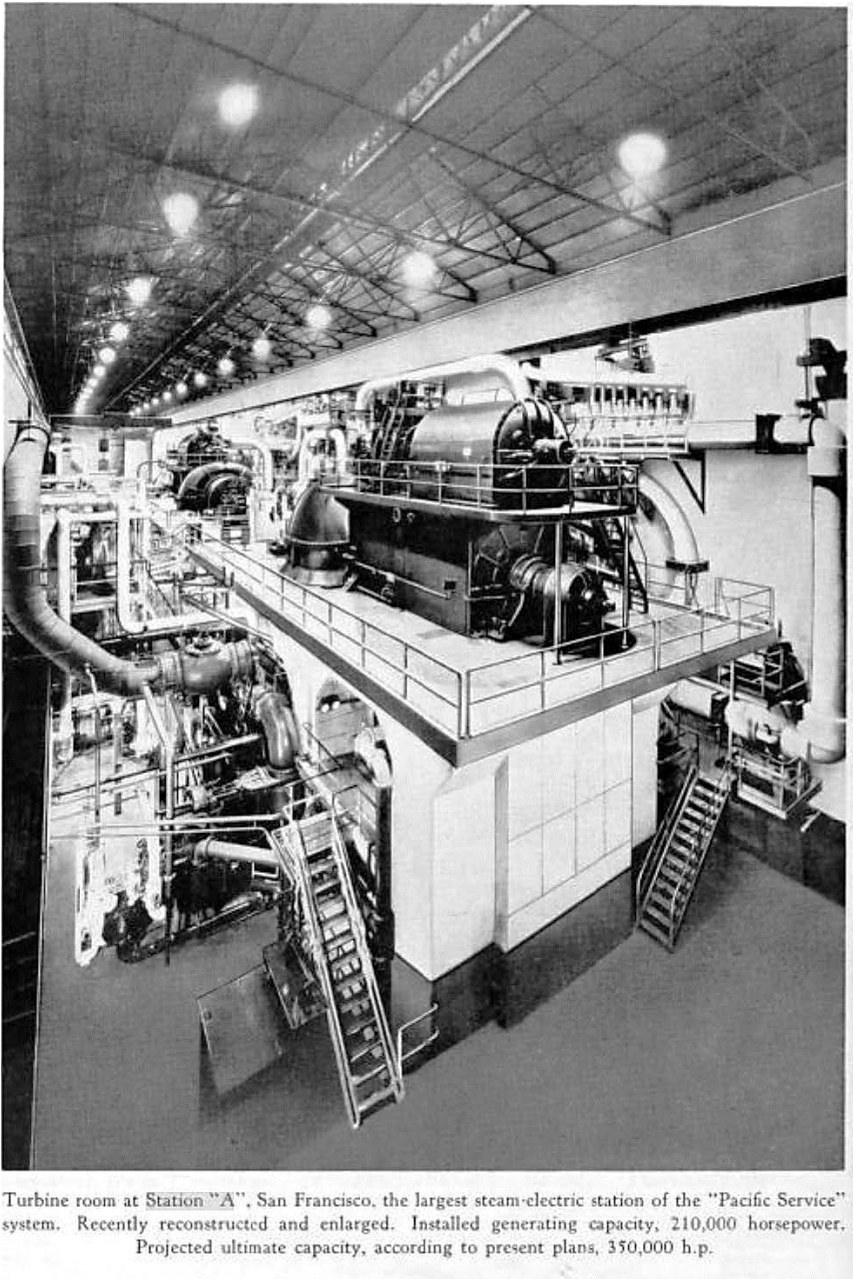
Mayor ED 13-01 Priority Permit



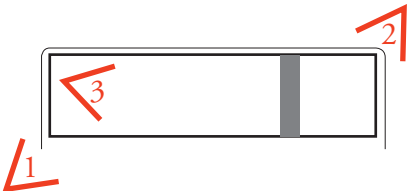
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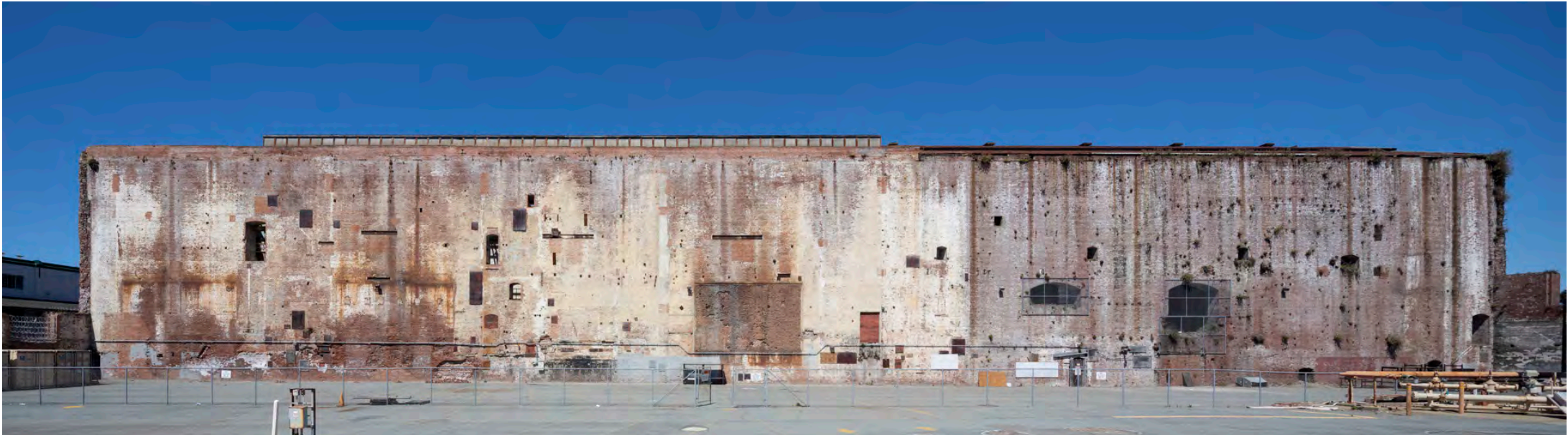
2. NORTHWEST CORNER OF SWITCH HOUSE



3. TURBINE HALL INTERIOR



Mayor ED 13-01 Priority Permit



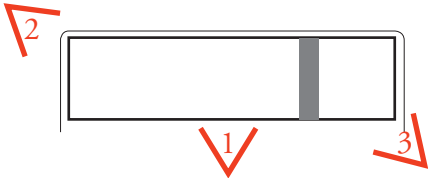
1. EAST FACADE OF STATION A



2. SOUTHWEST CORNER OF SWITCH HOUSE



3. NORTHEAST CORNER OF STATION A



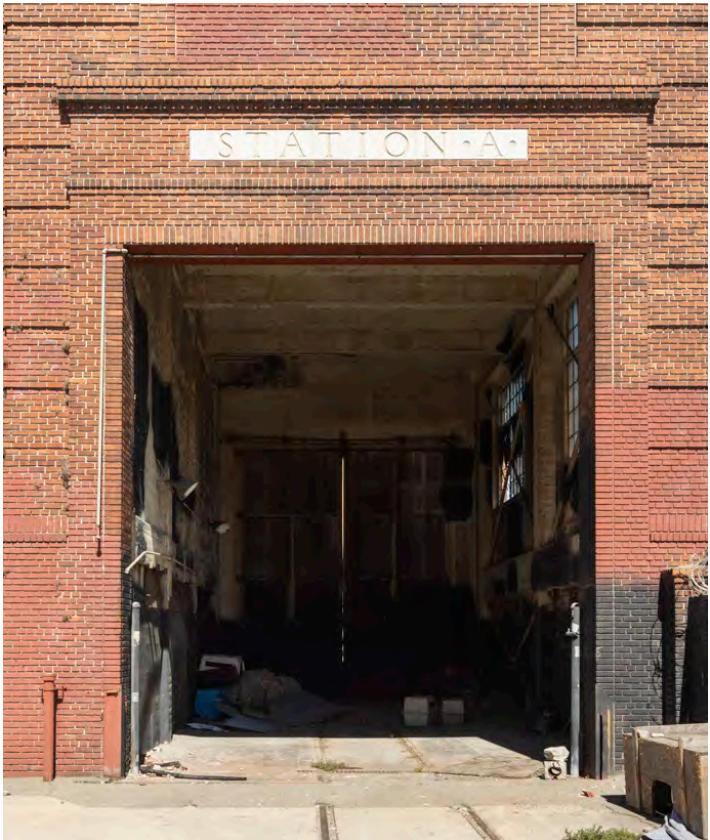
Mayor ED 13-01 Priority Permit



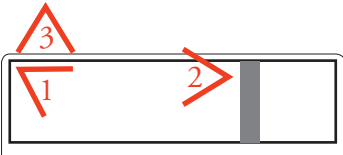
1. SOUTH TURBINE FOUNDATION



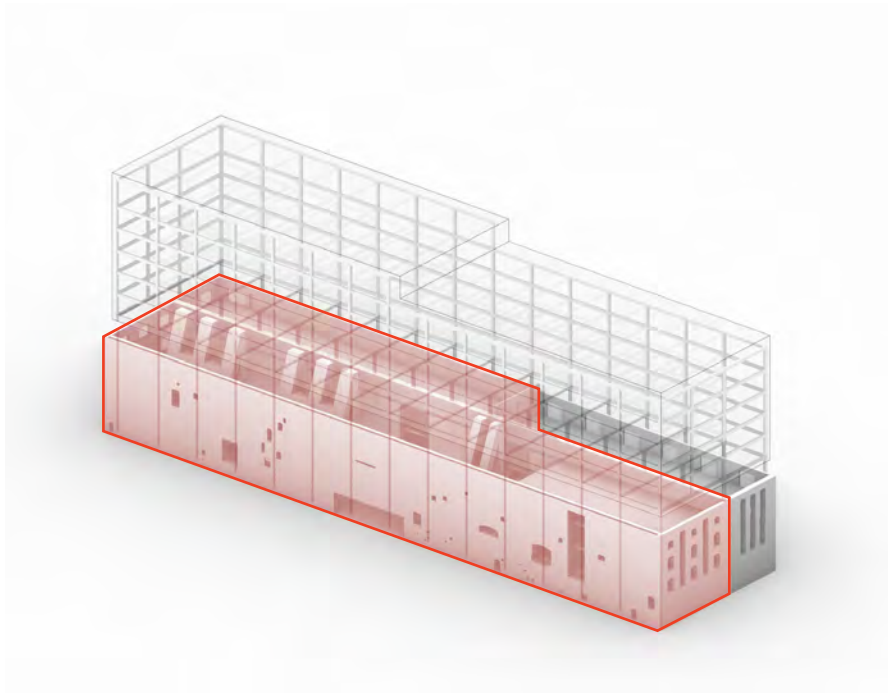
2. STATION A TURBINE HALL



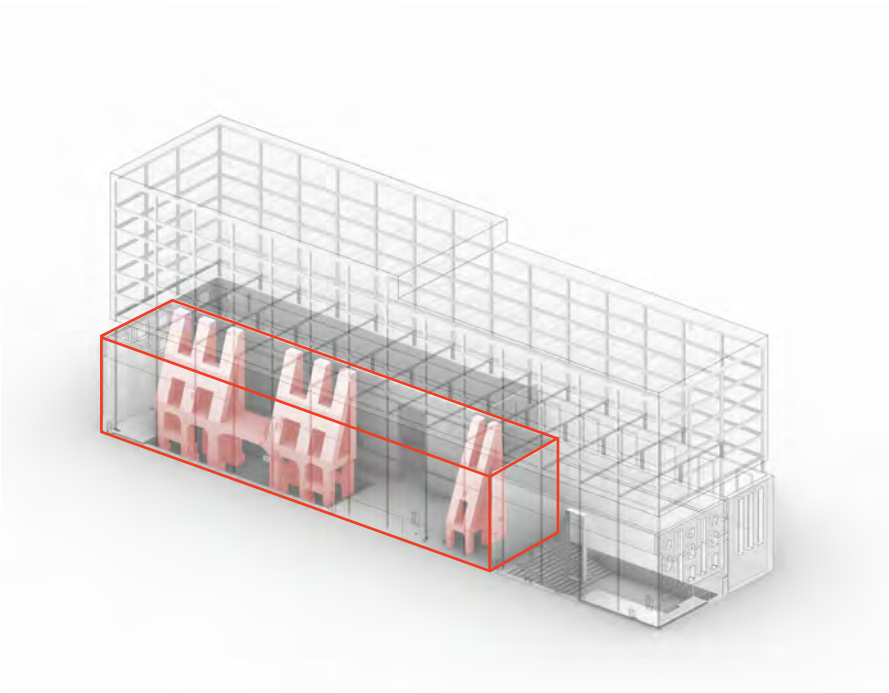
3. TRAIN DOOR ENTRY



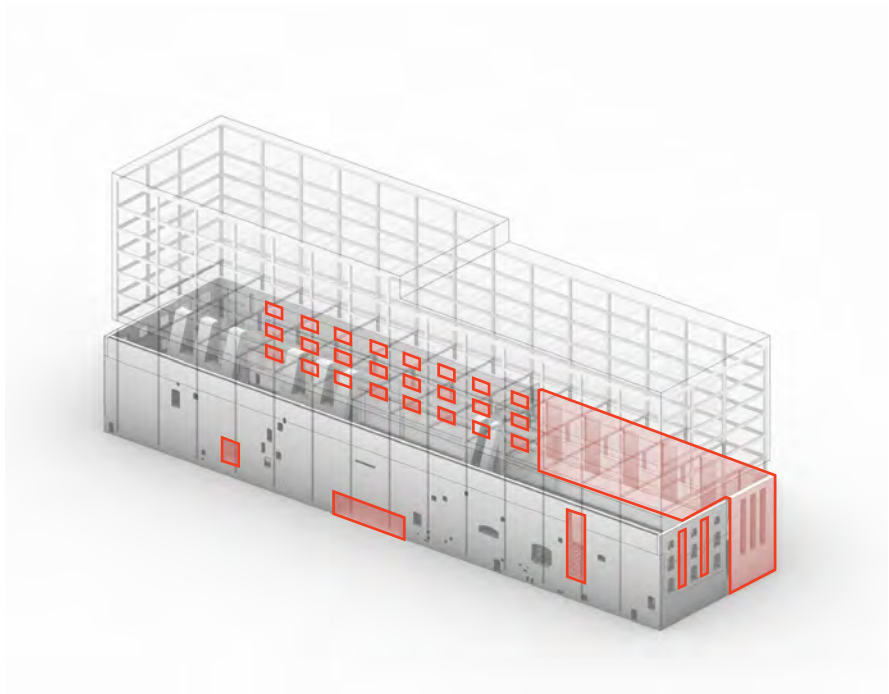
Mayor ED 13-01 Priority Permit



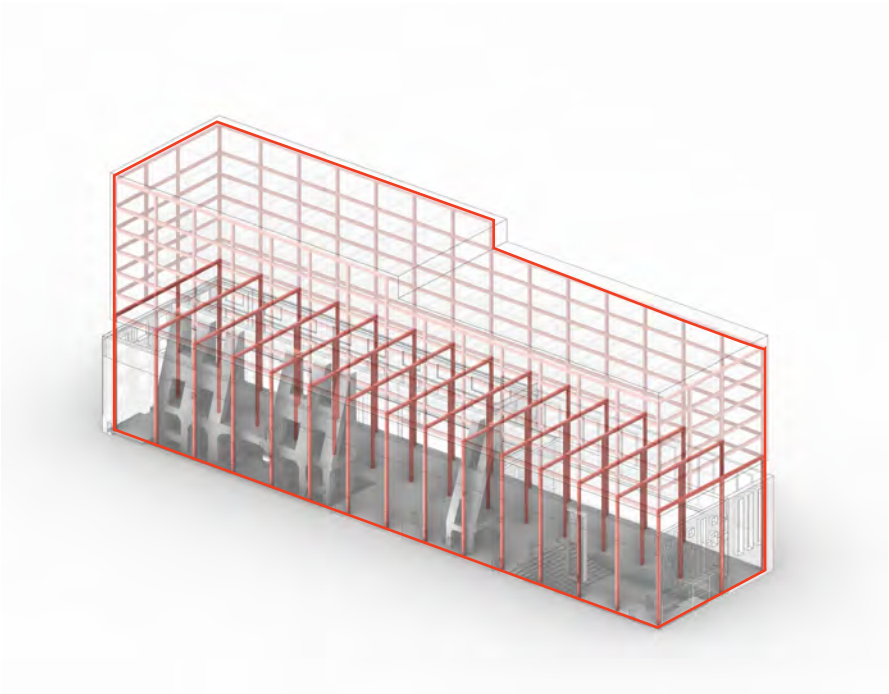
1. Retain existing Station A



2. Re-purpose Turbine Hall & Foundations



3. Adapt Station A walls

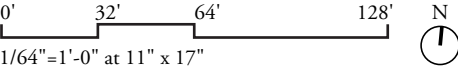


4. Insert new Structural Frame

Mayor ED 13-01 Priority Permit



Mayor ED 13-01 Priority Permit



Executive Architect
Adamson Associates, Inc
700 Flower St. #860
Los Angeles, CA 90017

Design Consultant
Herzog & de Meuron
Rheinschanze 6
4056 Basel, CH

Potrero Power Station
Block 15 Office Allocation + Request for Major Modification

Site Plan: Ground Level

Mayor ED 13-01 Priority Permit



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Design Consultant
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4056 Basel, CH

View from Power Station Park

Mayor ED 13-01 Priority Permit



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Design Consultant
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View West on 23rd Street

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Los Angeles, CA 90017

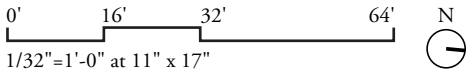
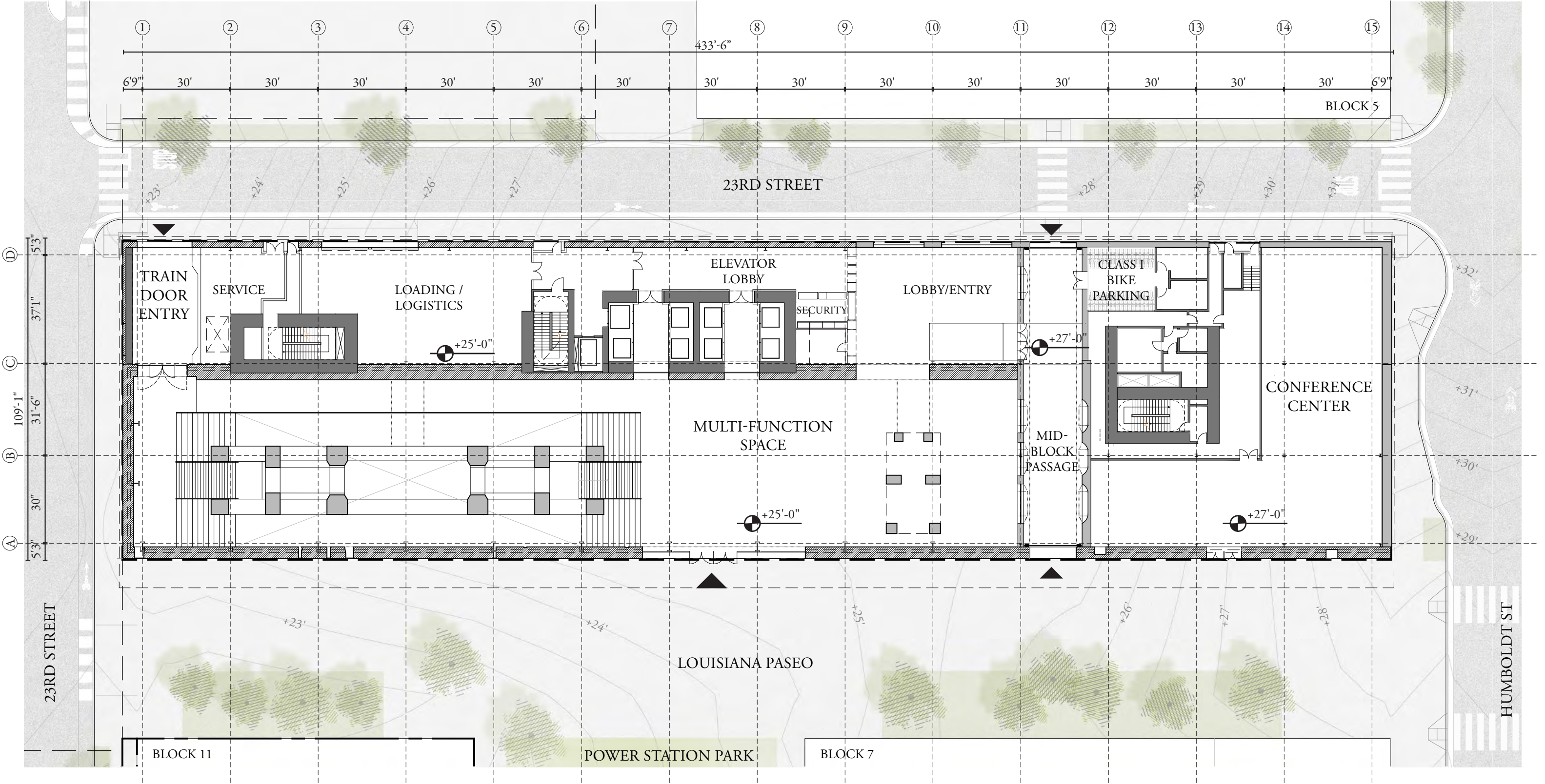
Design Consultant
Herzog & de Meuron
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View North through Paseo

BLOCK 15 "STATION A" DESIGN

Plans, Sections, Elevations & Views

Mayor ED 13-01 Priority Permit



Mayor ED 13-01 Priority Permit

Glass storefront between offices
and turbine hall to maximize visual
connection

Openings into Mid-Block Passage

Glass window wall at separation
between new & existing

New stabilization steel columns

Existing, rehabilitated brick wall

New concrete structure

Existing concrete structure



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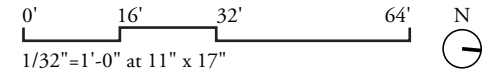
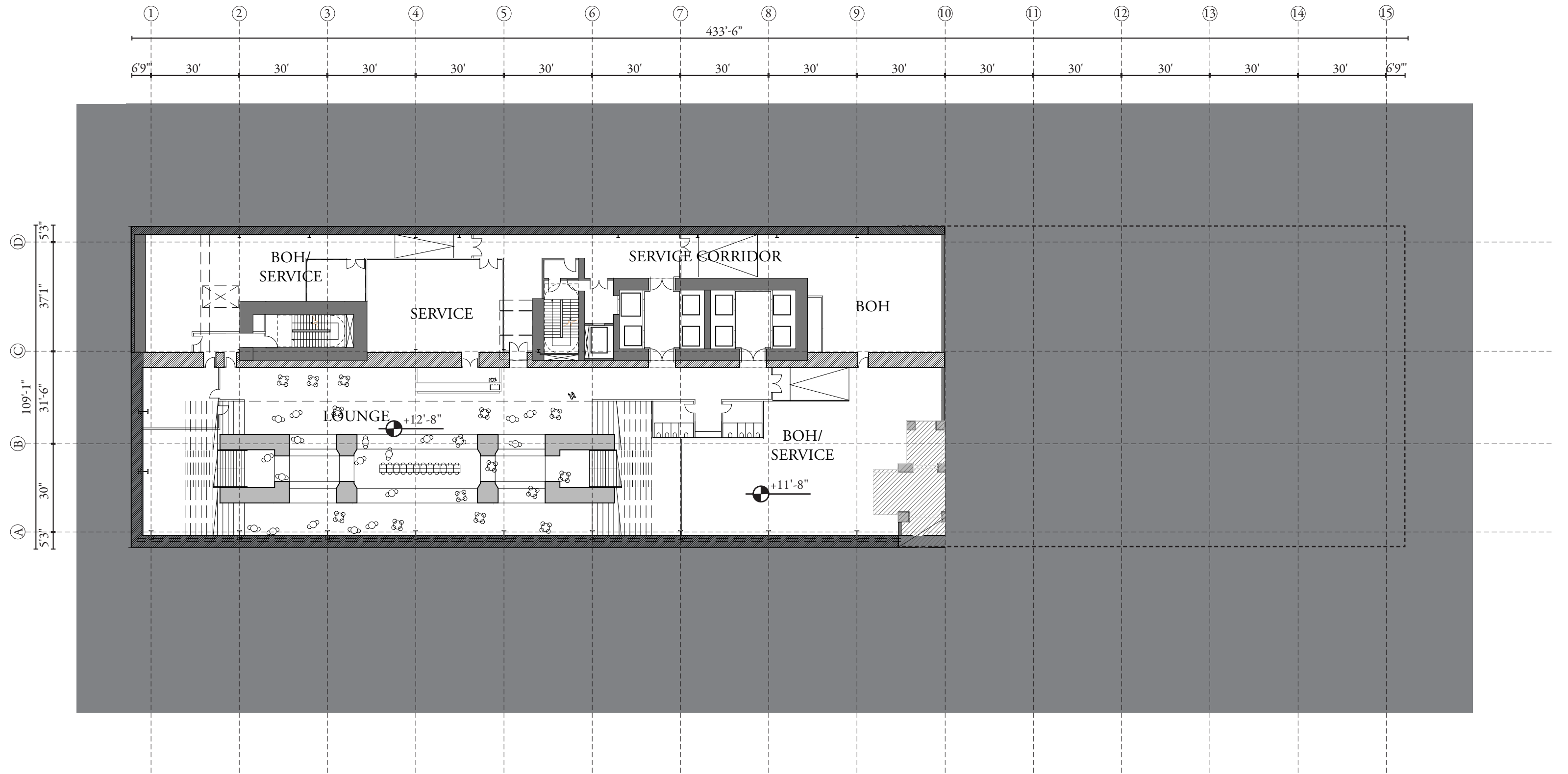


Existing brick wall

New window within existing opening

New glass storefront & doors in new opening within existing brick wall

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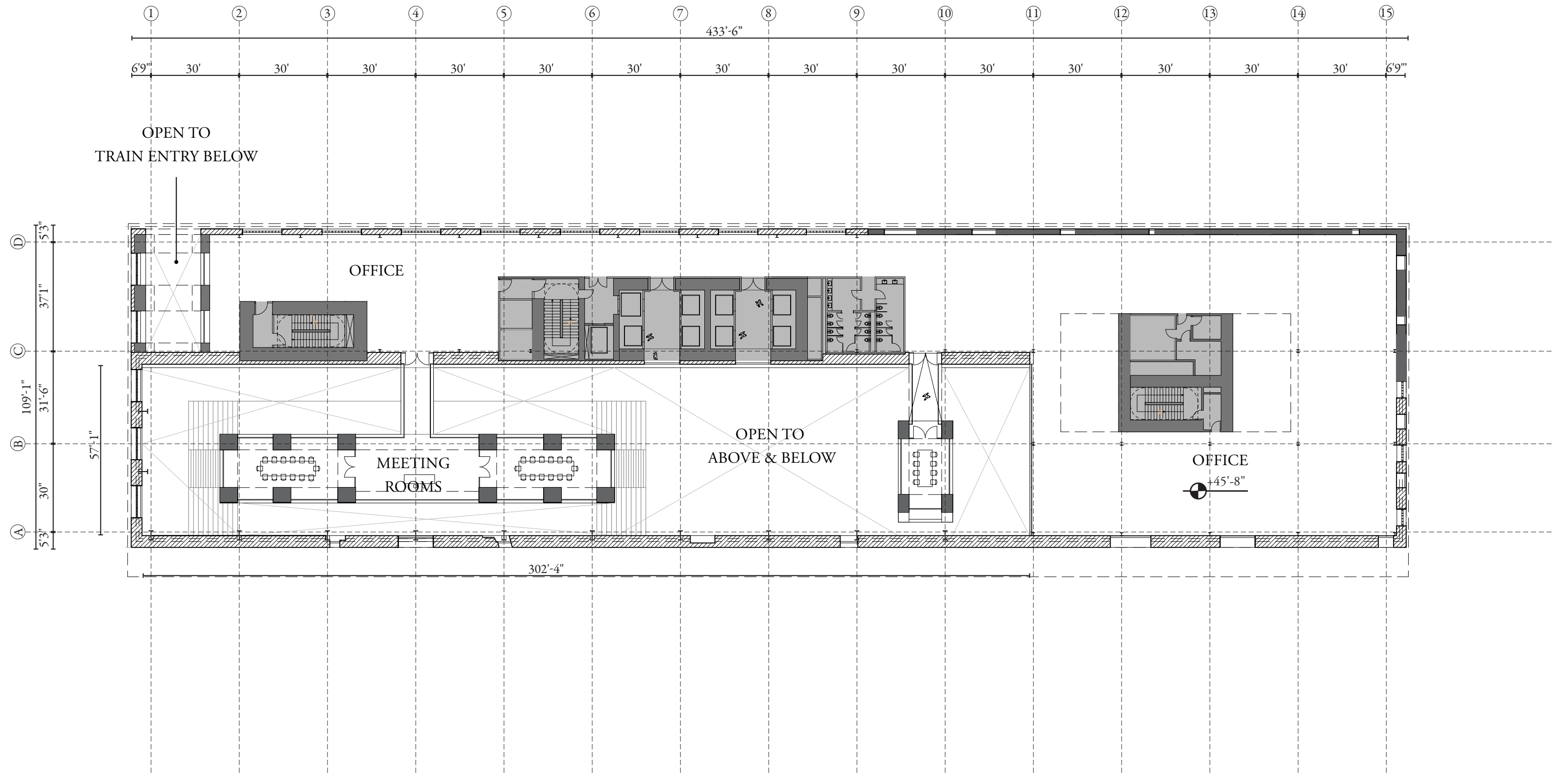
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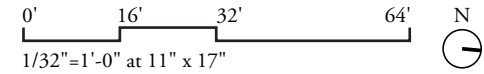
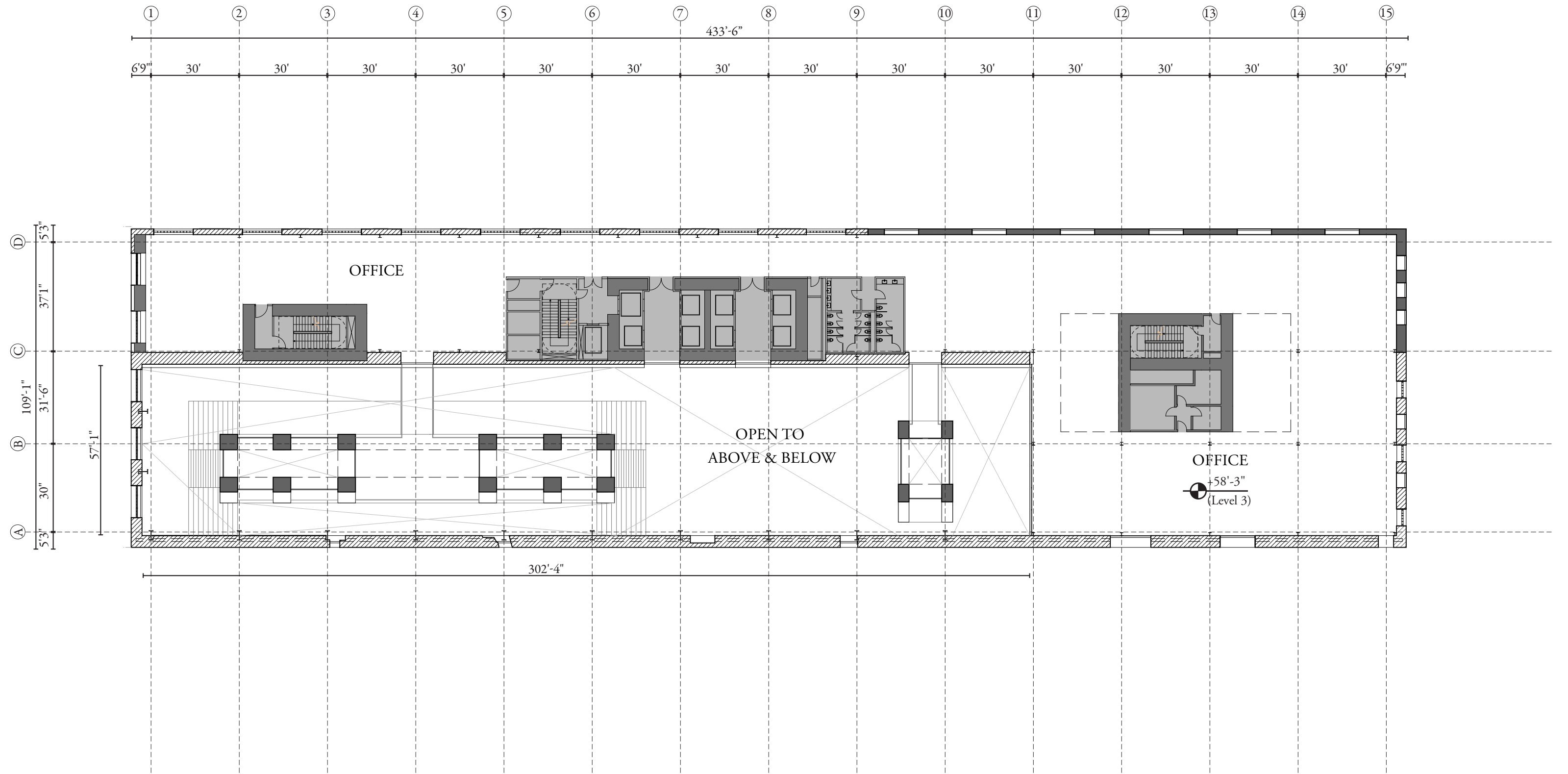
Existing brick walls to be cleaned in order to expose the original, unpainted brick surface; extent of graffiti, if any, to be visible is not yet known

Existing turbine foundation, repurposed for new structure

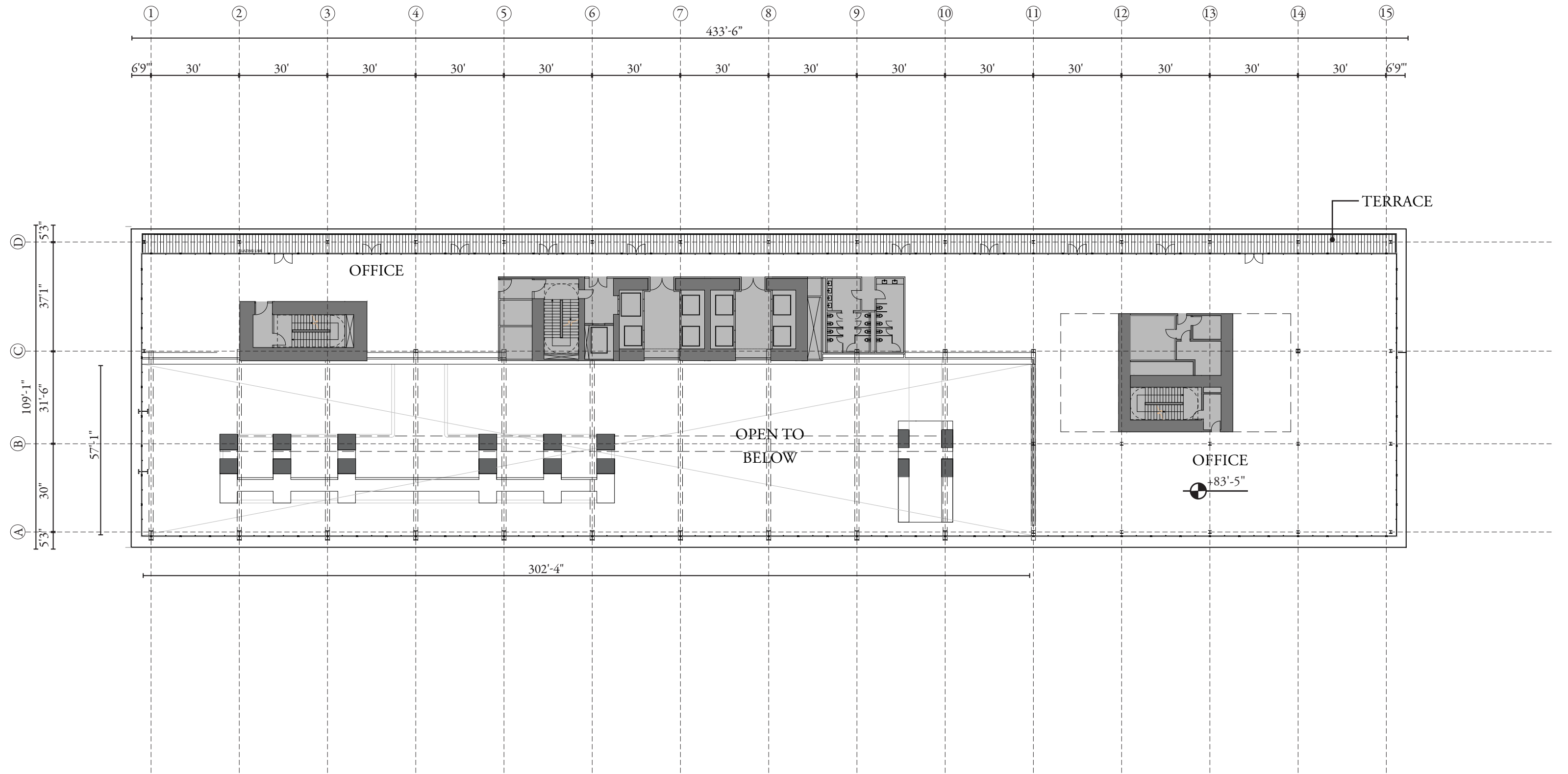
Mayor ED 13-01 Priority Permit



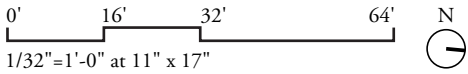
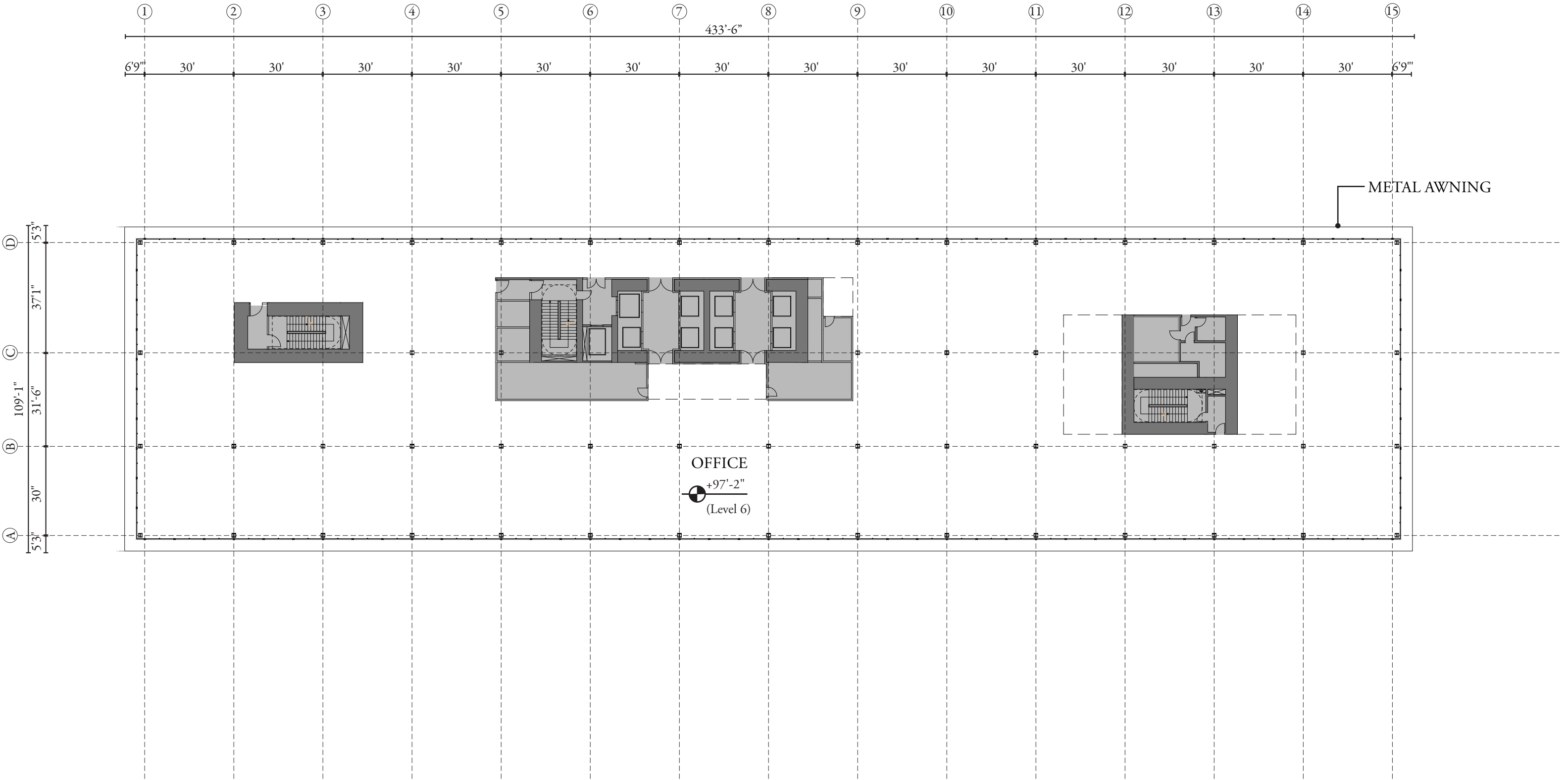
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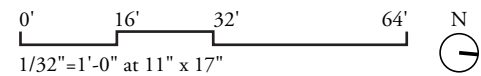
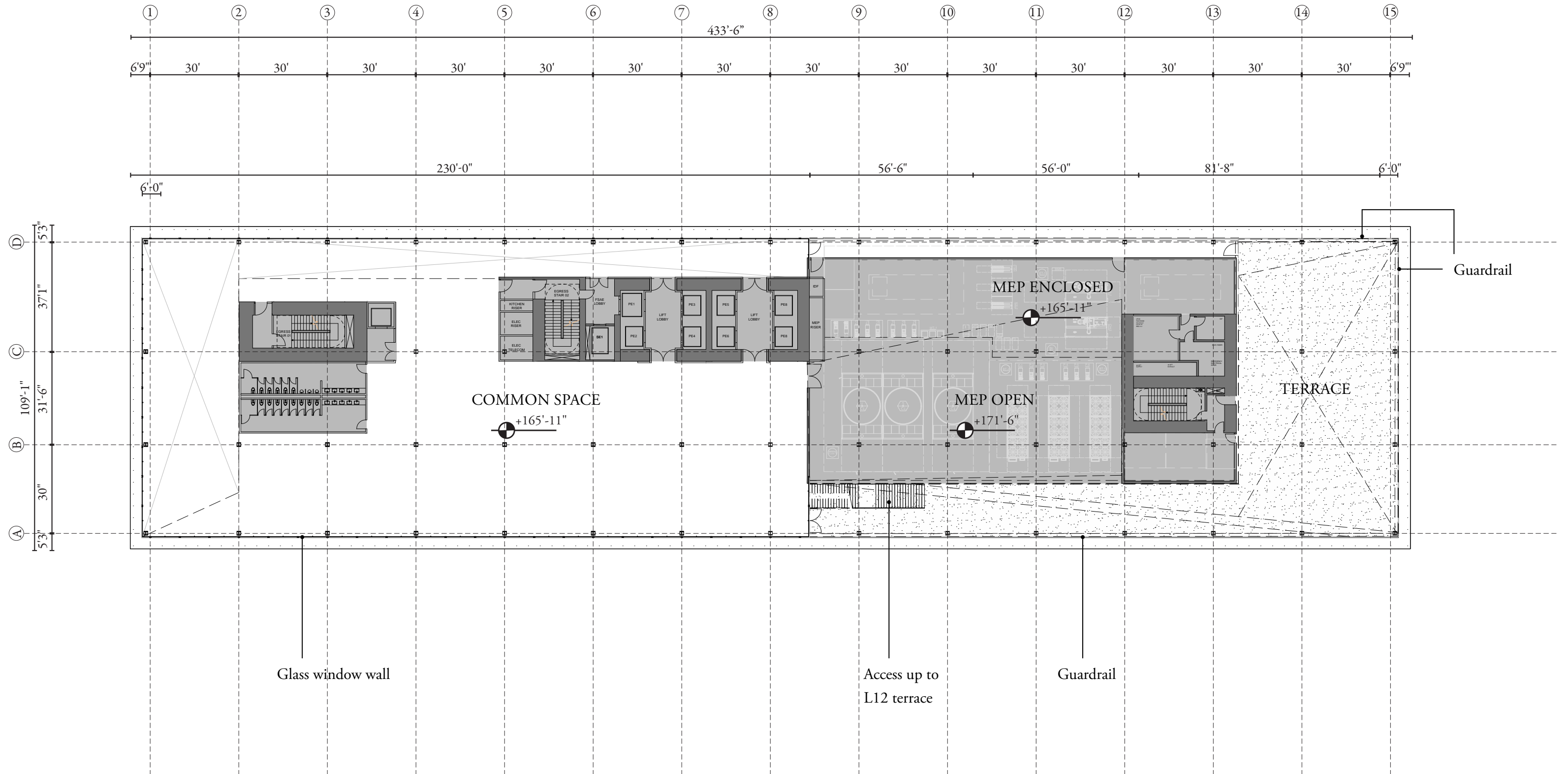
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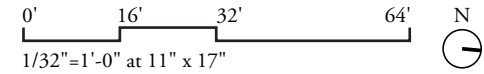
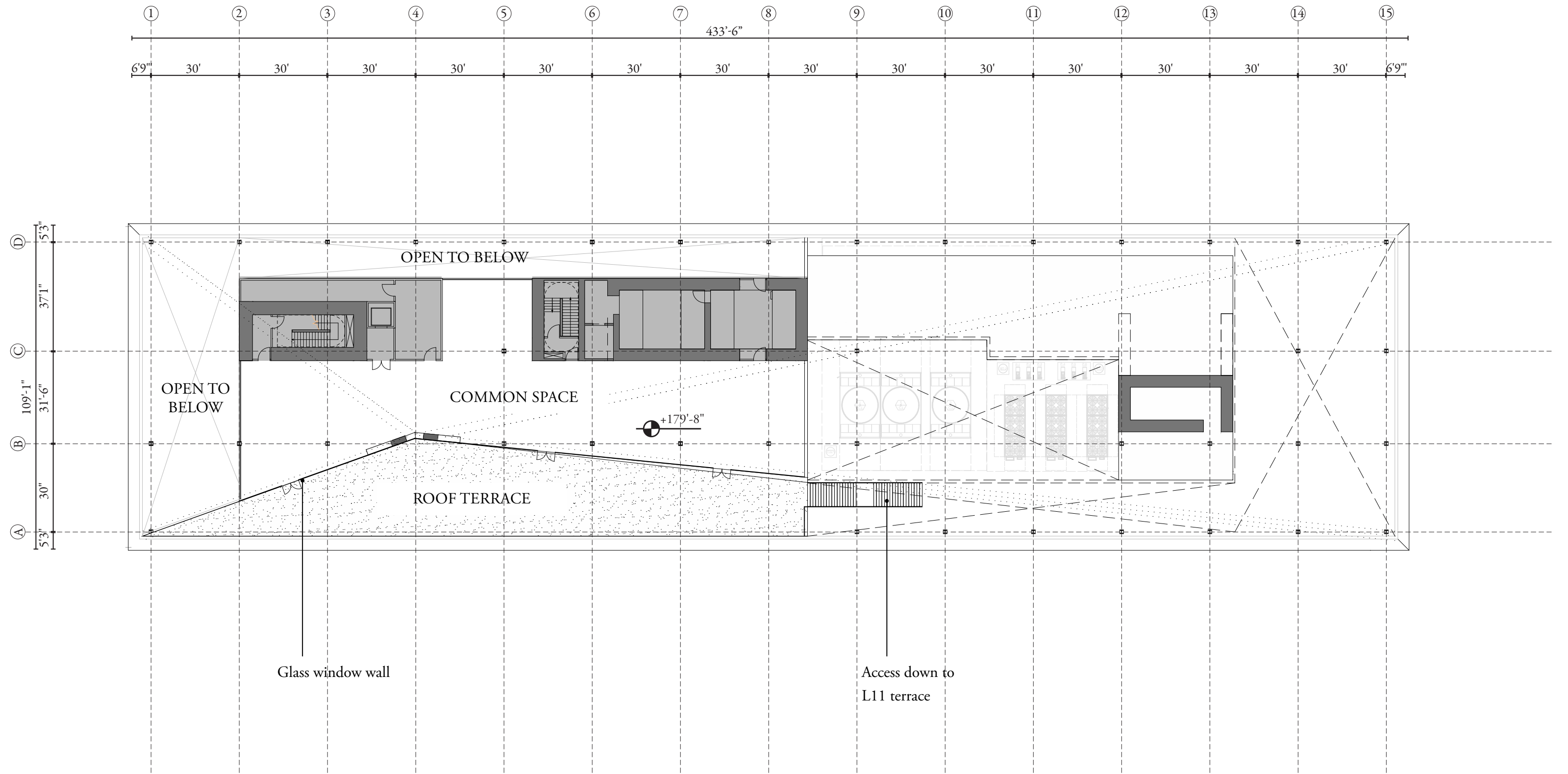
Mayor ED 13-01 Priority Permit



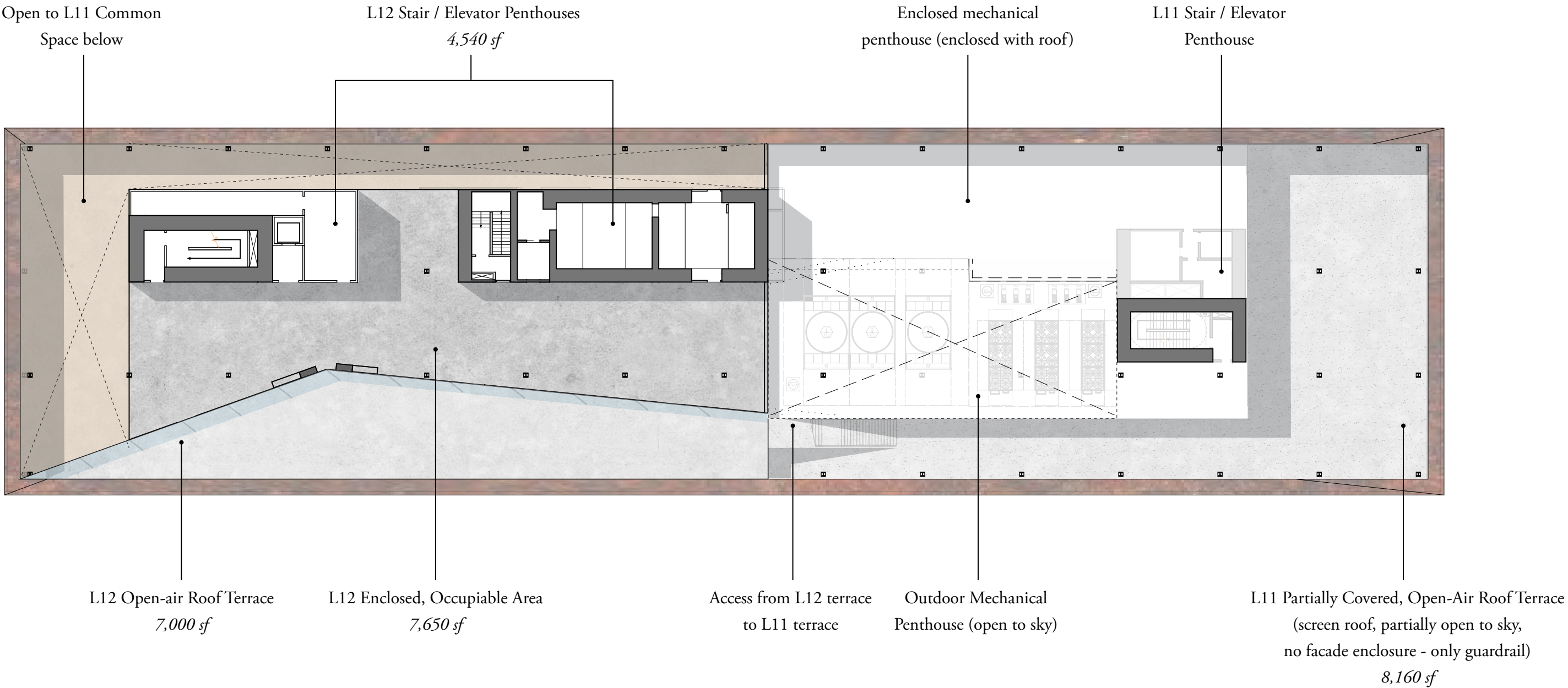
Mayor ED 13-01 Priority Permit



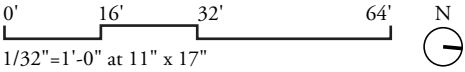
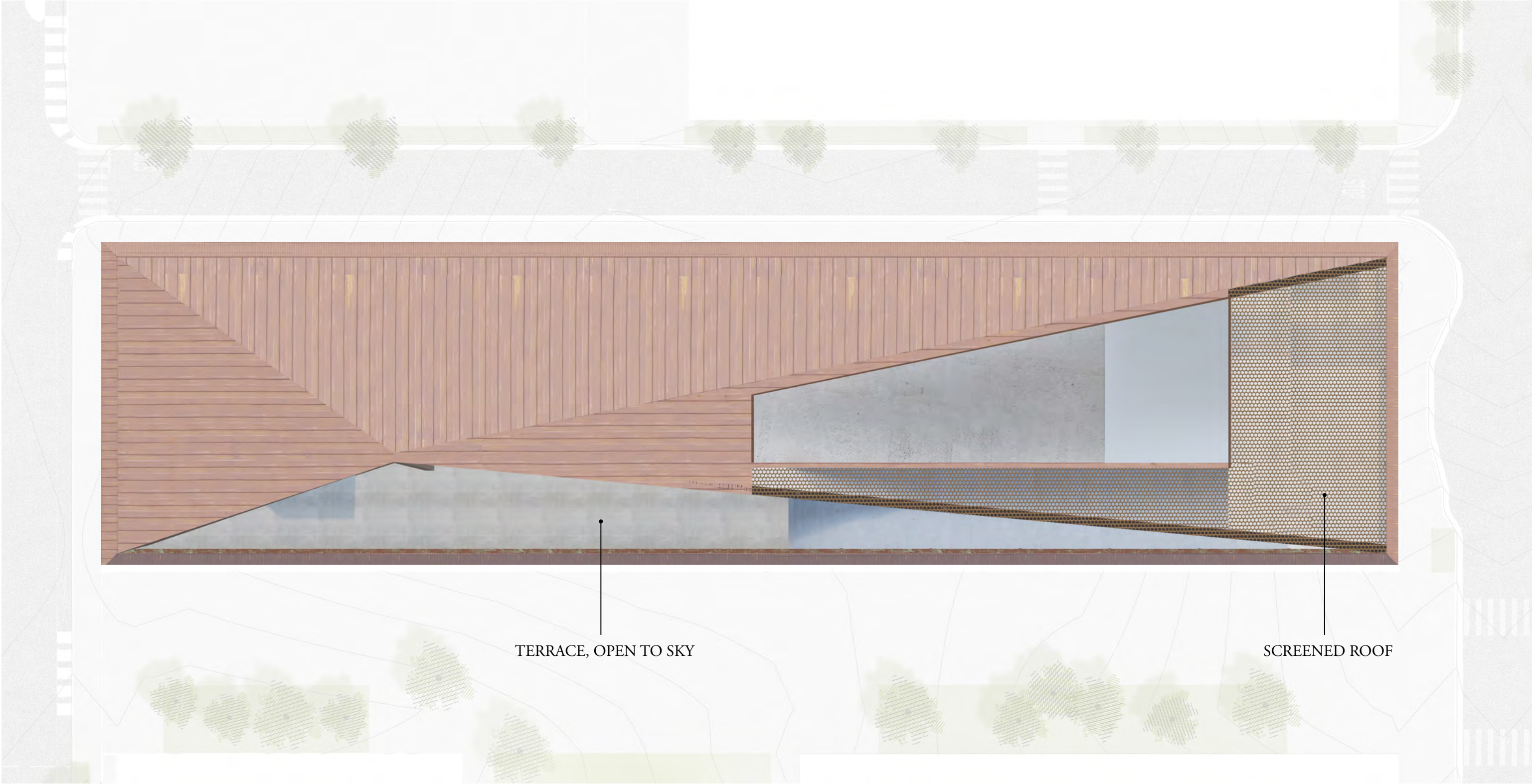
Mayor ED 13-01 Priority Permit



Mayor ED 13-01 Priority Permit



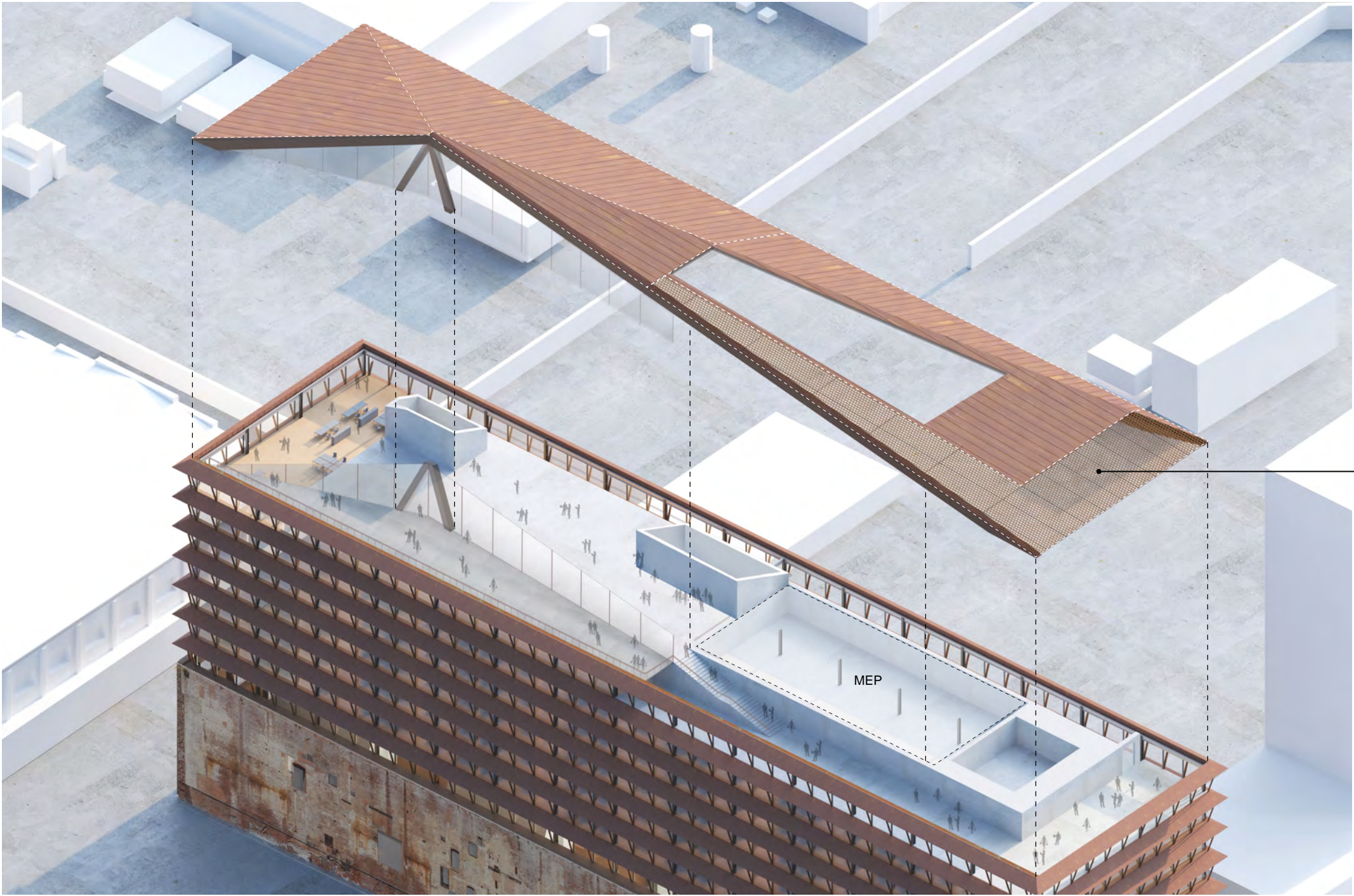
Mayor ED 13-01 Priority Permit



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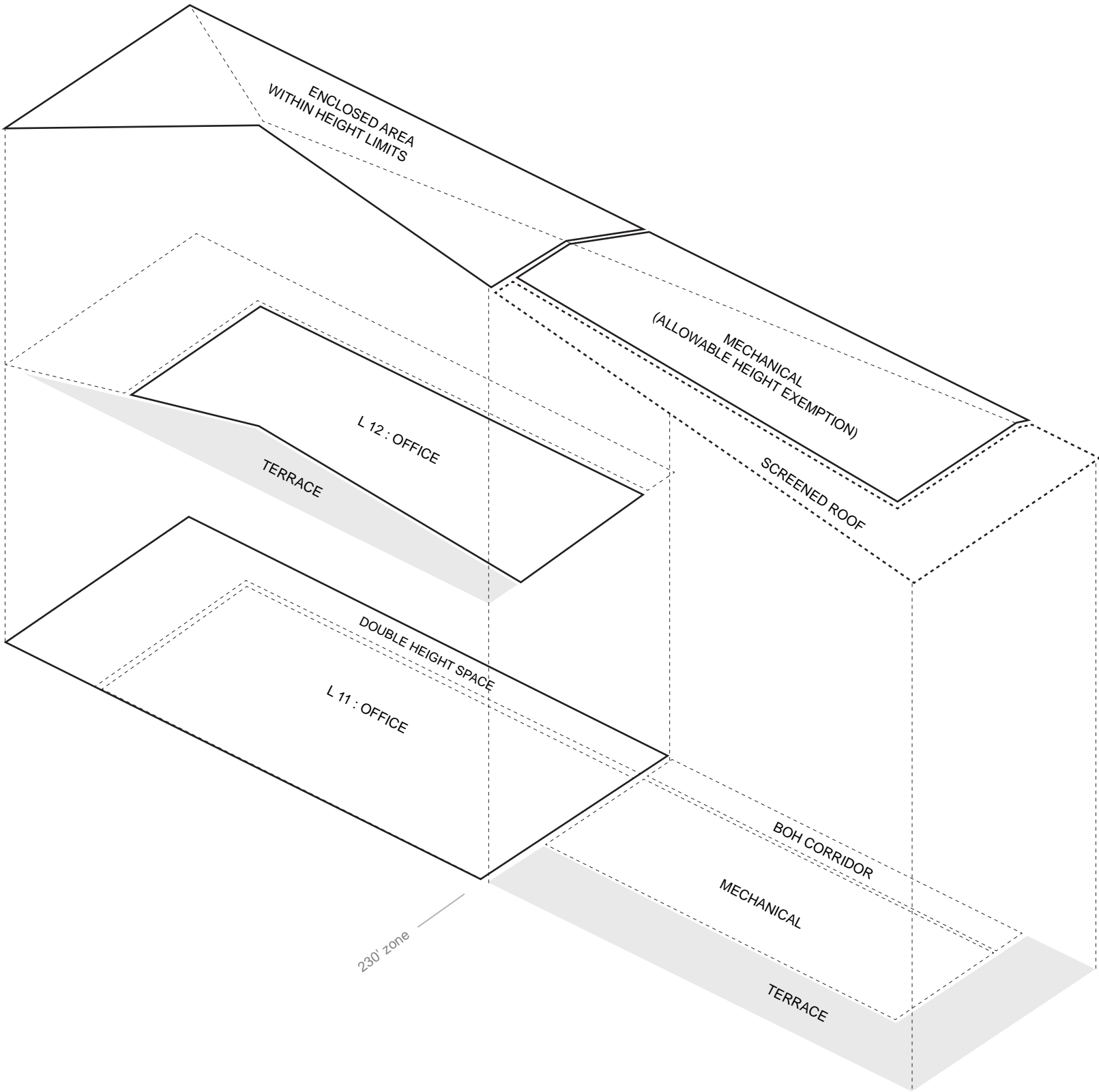
Design Consultant
Herzog & de Meuron
Rheinschanze 6
4056 Basel, CH

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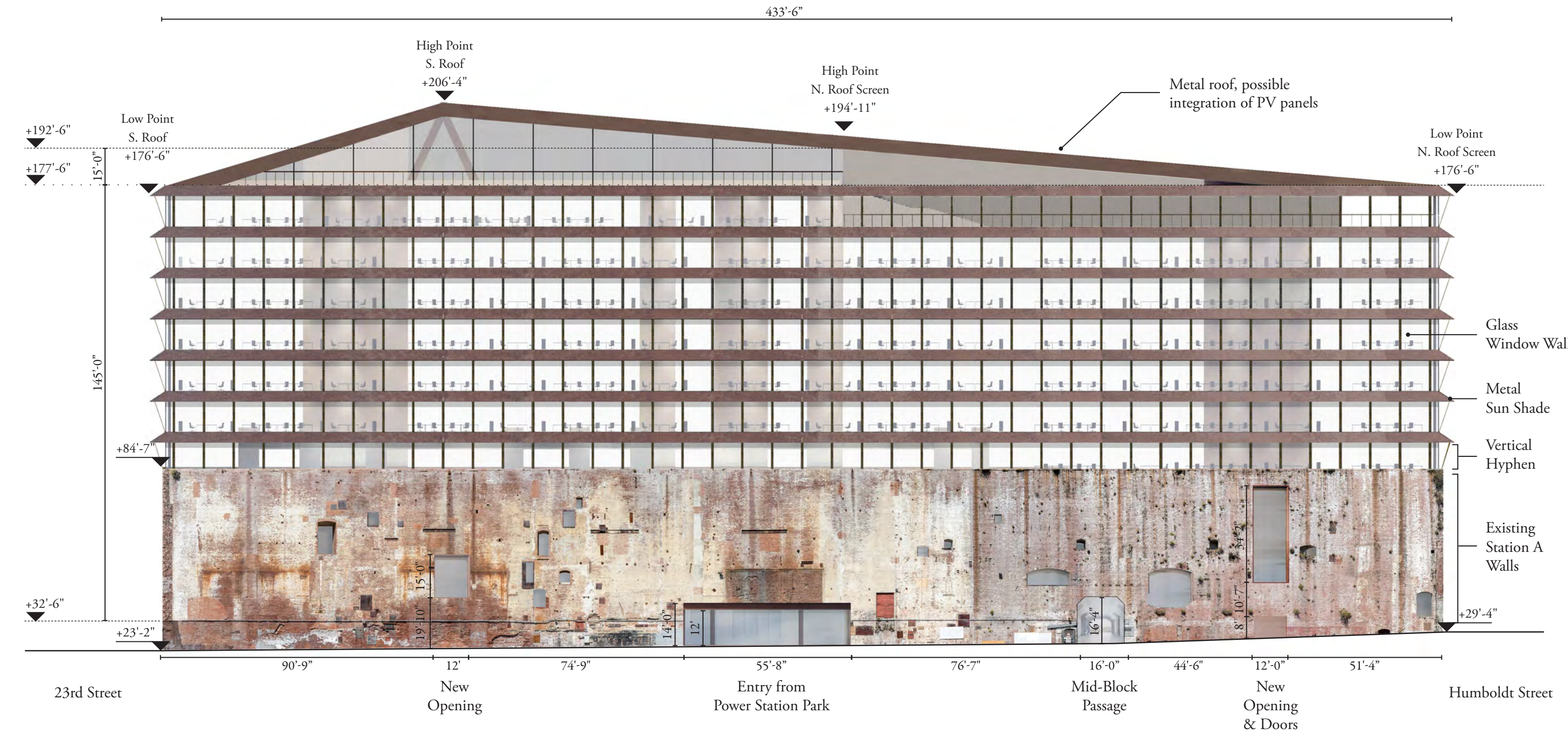


Perforated metal on
open metal structure

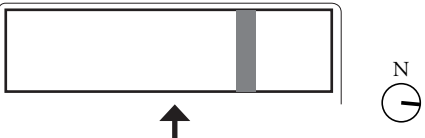
Mayor ED 13-01 Priority Permit



Mayor ED 13-01 Priority Permit



0' 16' 32' 64'
1/32"=1'-0" at 11" x 17"

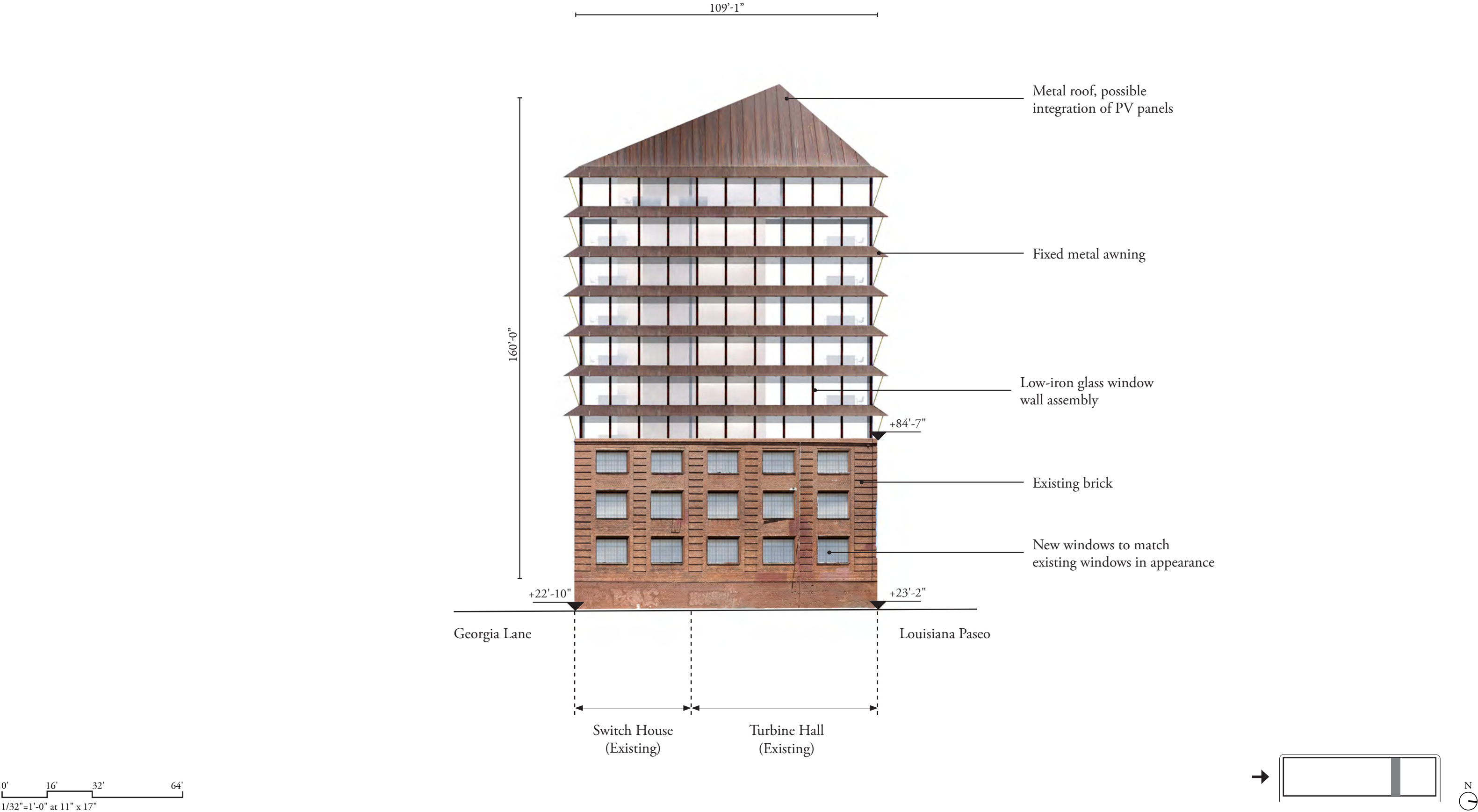


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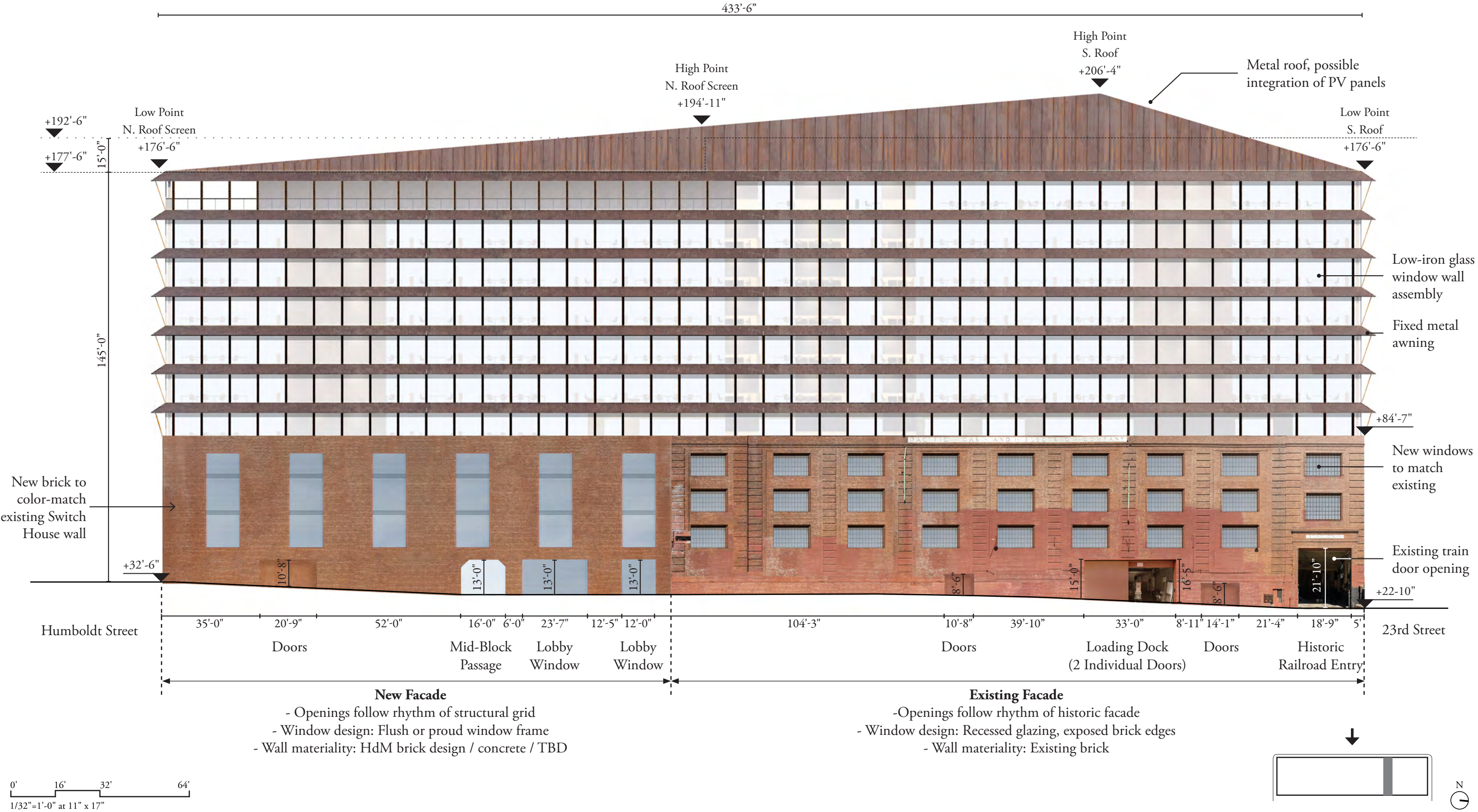
Design Consultant
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4056 Basel, CH

East Elevation

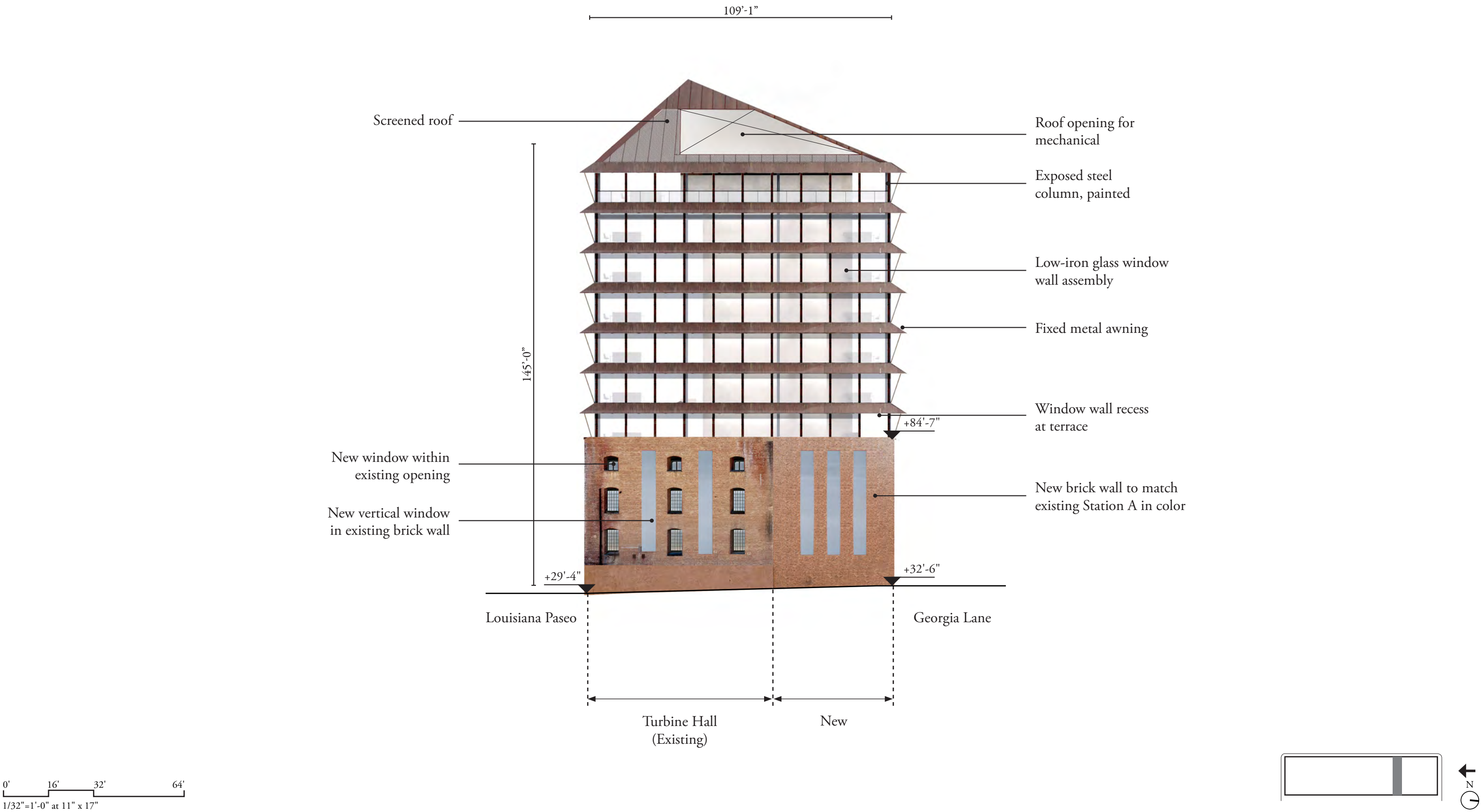
Mayor ED 13-01 Priority Permit



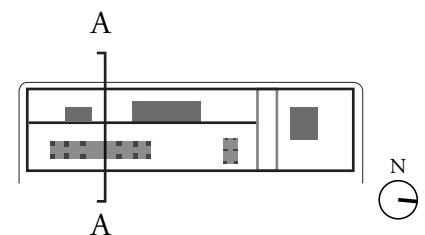
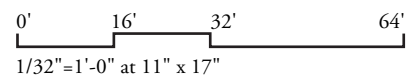
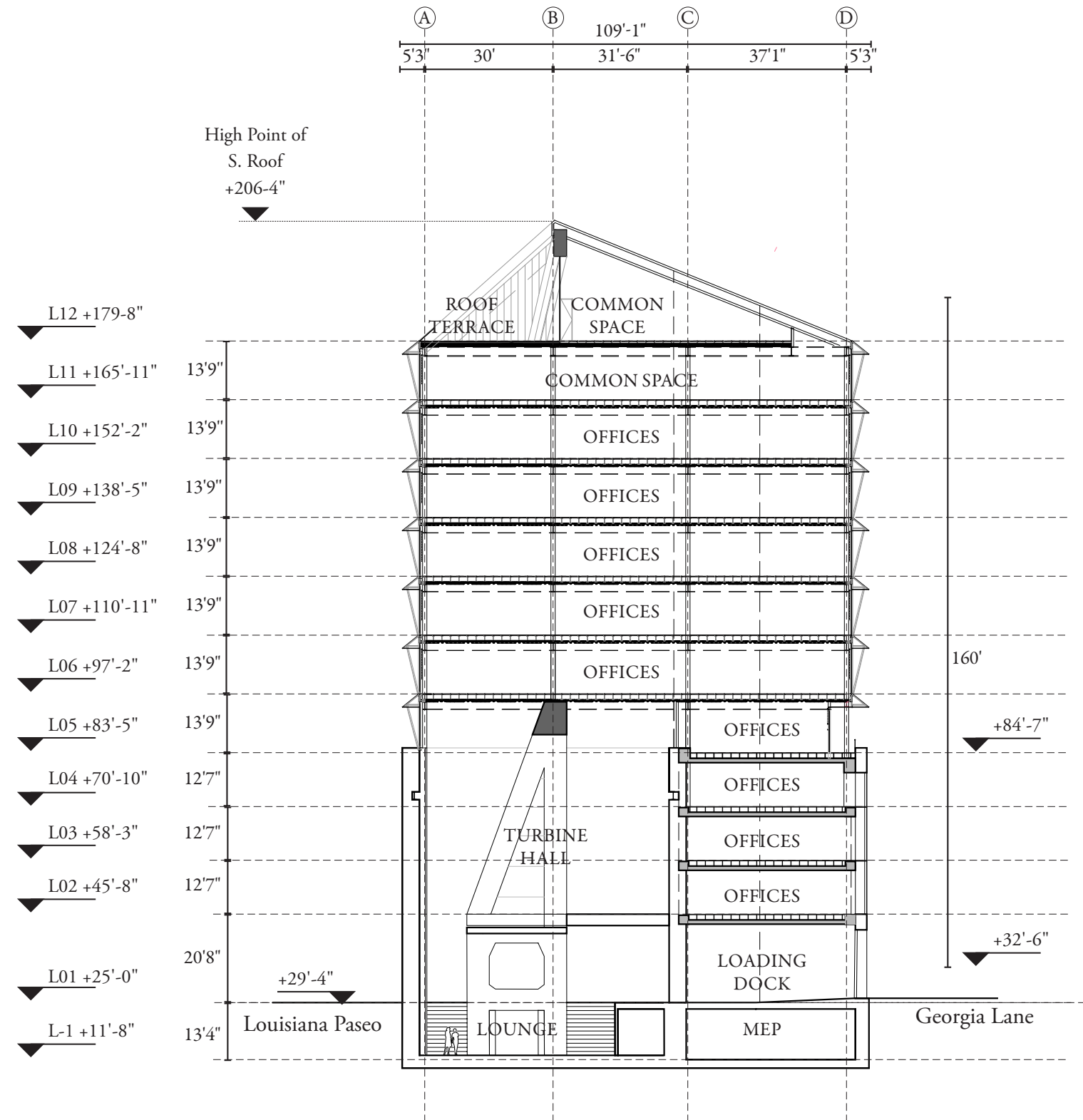
Mayor ED 13-01 Priority Permit



Mayor ED 13-01 Priority Permit

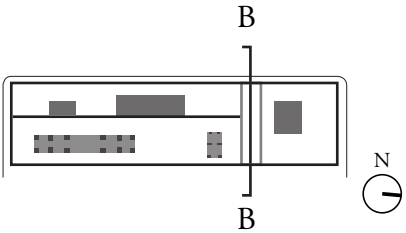
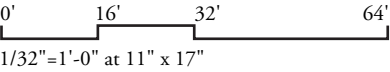
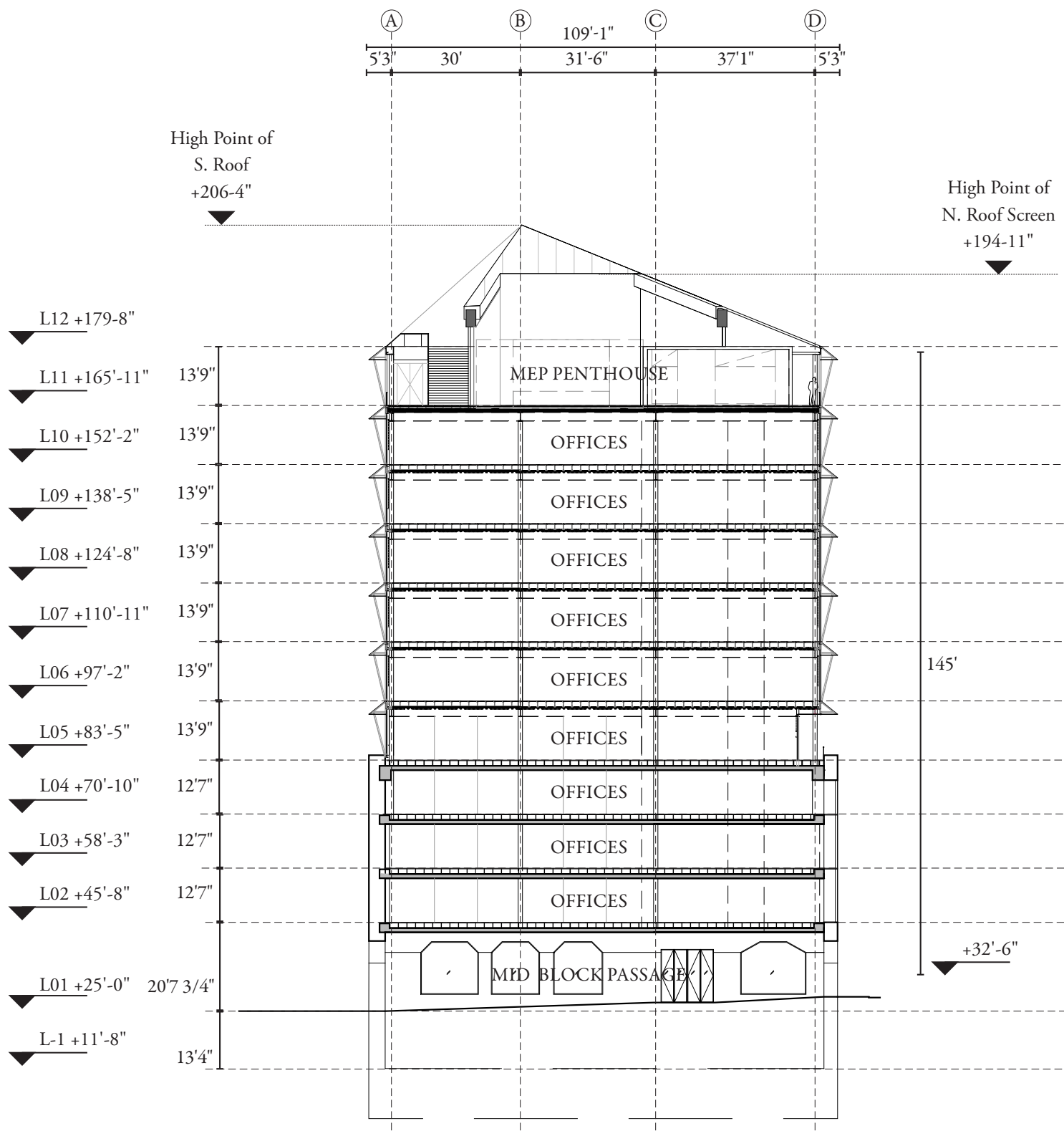


Mayor ED 13-01 Priority Permit



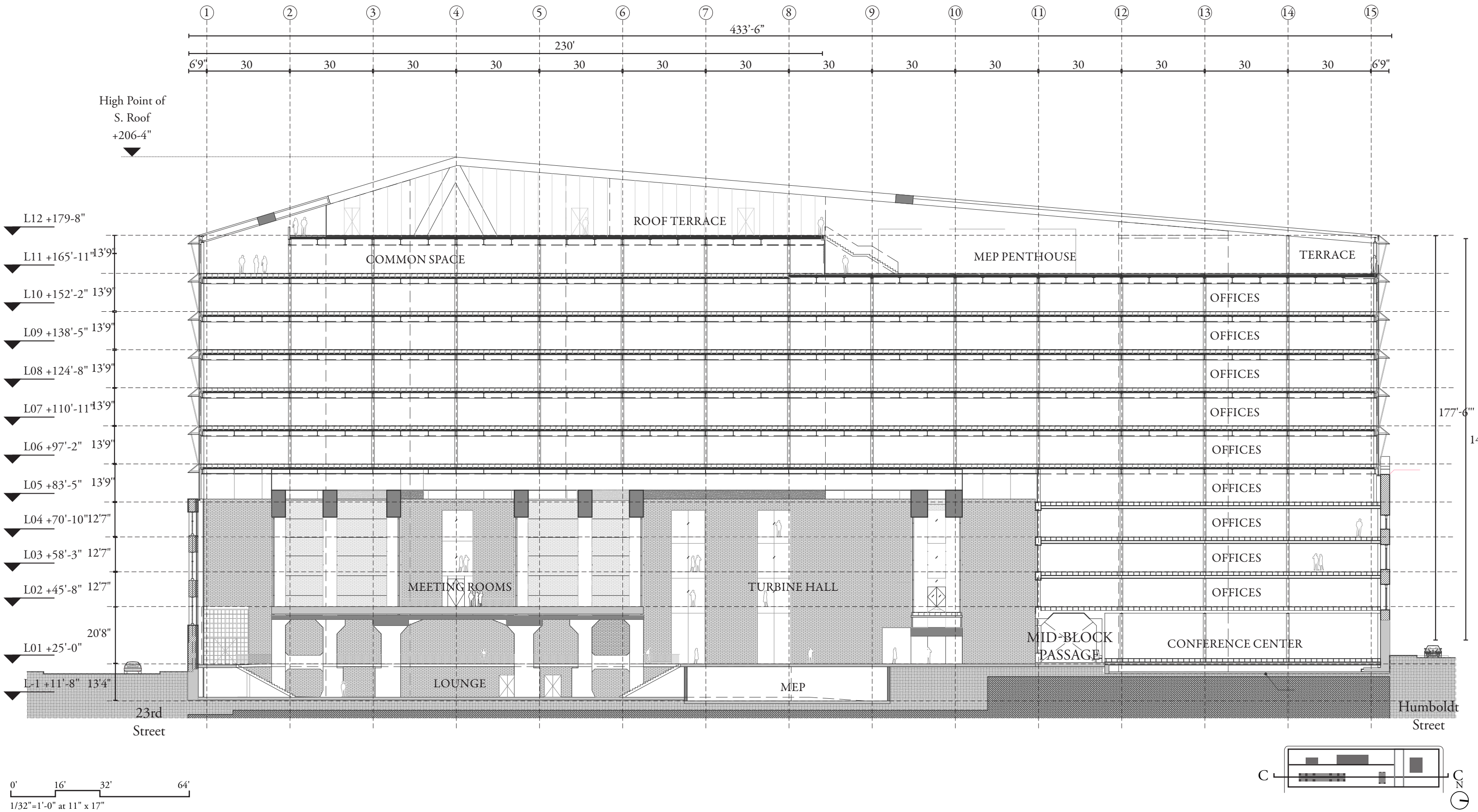
Lateral Section (A-A)

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Lateral Section (B-B)

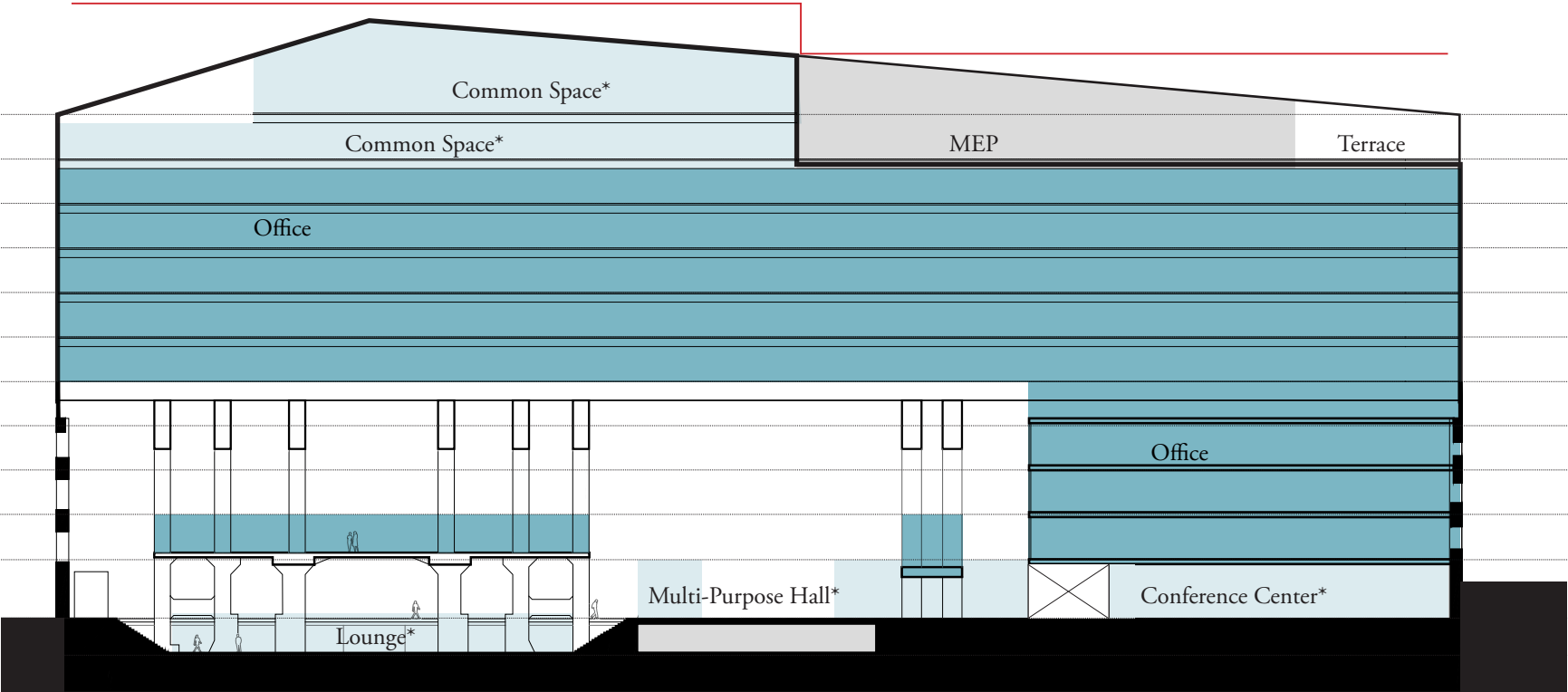
Mayor ED 13-01 Priority Permit



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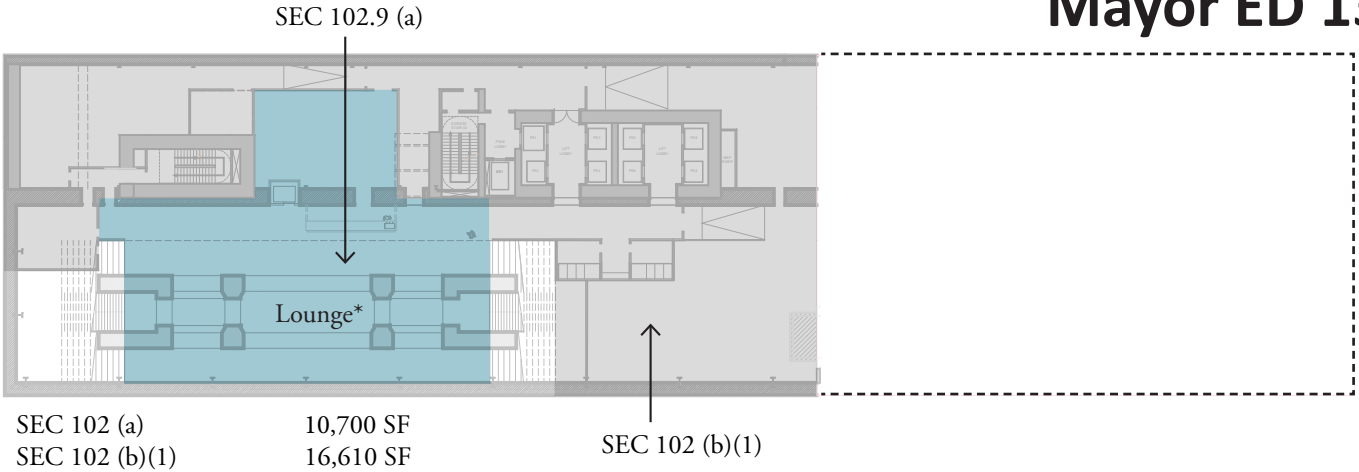
	Office	Accessory	Exemptions
12		9,360	7,765 ^{4, 5}
11		22,890	20,197 ^{4, 5}
10	45,013		
9	45,013		
8	45,013		
7	45,013		
6	45,013		
5	25,235		2,818 ⁴
4	30,270		
3	30,270		
2	33,410		
1		16,550	26,200 ³
B1		10,700	16,610 ²

326,250	55,500 ¹	73,590
403,750		



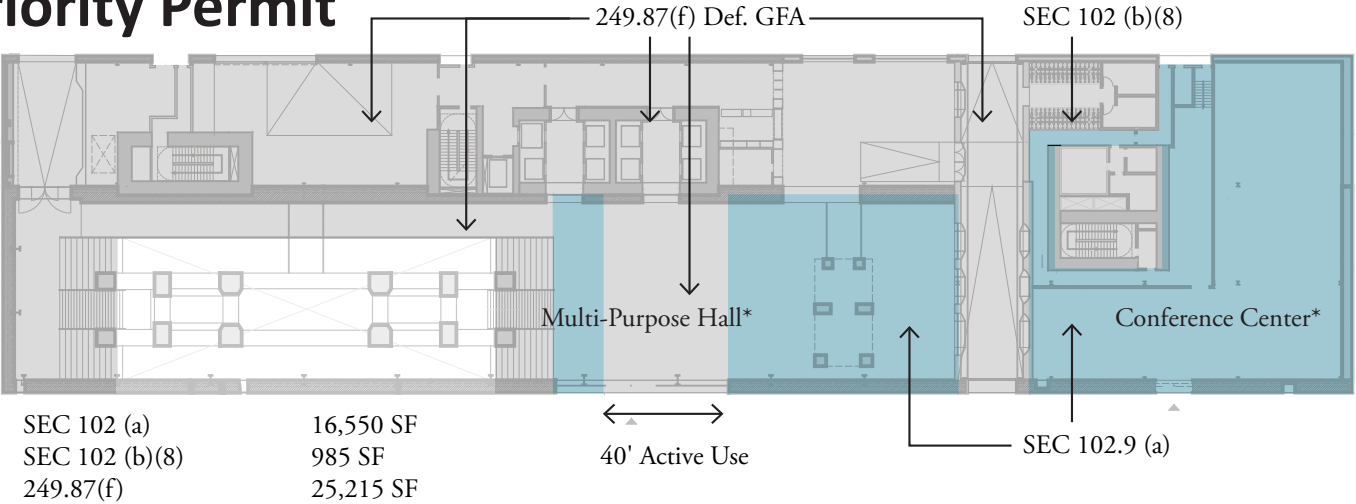
1. Accessory use is at 14.5% of the the total GFA.
2. Exemptions per Section 102 Floor Area, Gross (b)(1)
3. Exemptions per Section 102 Floor Area, Gross (b)(8), 249.87(f) Definitions, Gross Floor Area
4. Exemptions per Section 102 Floor Area, Gross (b)(10)
5. Exemptions per Section 102 Floor Area, Gross (b)(3)
*All Accessory uses shown are for tenant uses and are not principal land uses.

Mayor ED 13-01 Priority Permit



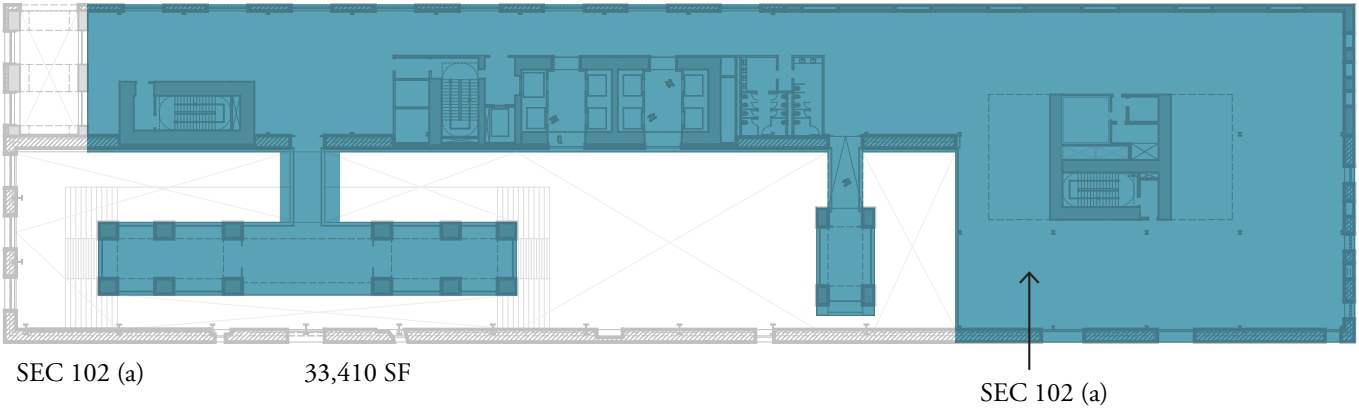
B1 AREA DIAGRAM: B1

Not to Scale



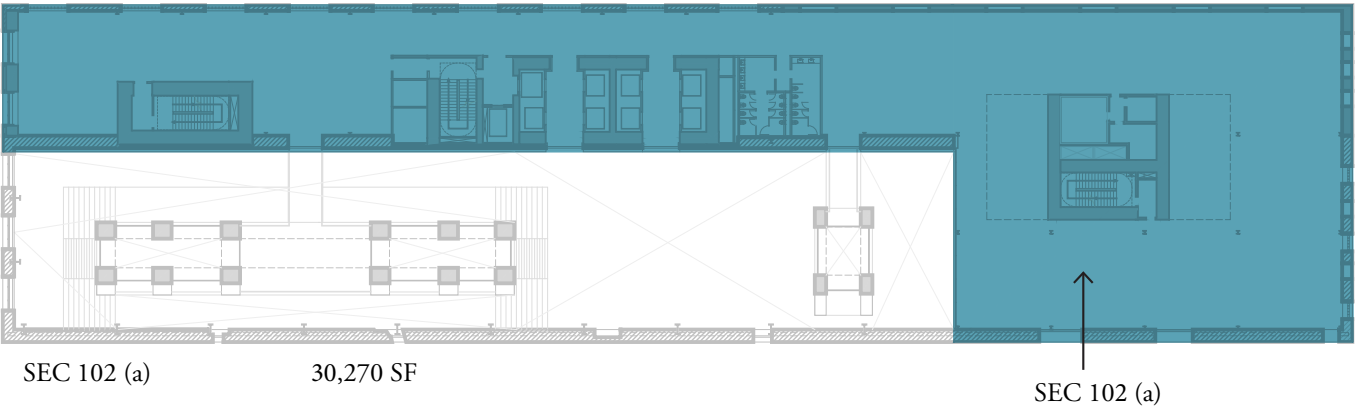
1 AREA DIAGRAM: L1

Not to Scale



2 AREA DIAGRAM: L2

Not to Scale



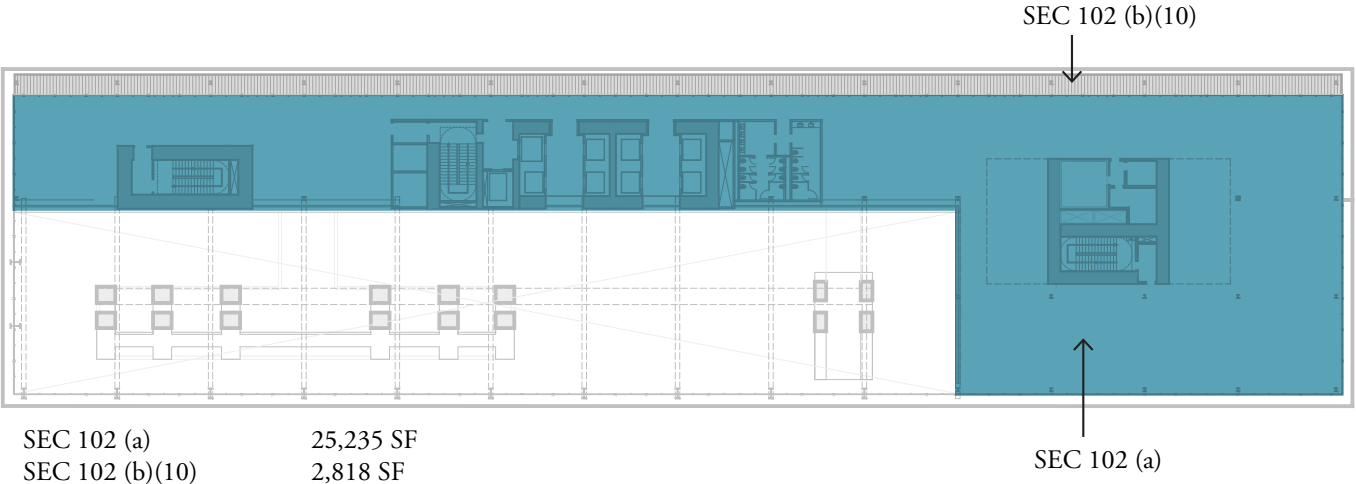
3 AREA DIAGRAM: L3

Not to Scale



4 AREA DIAGRAM: L4

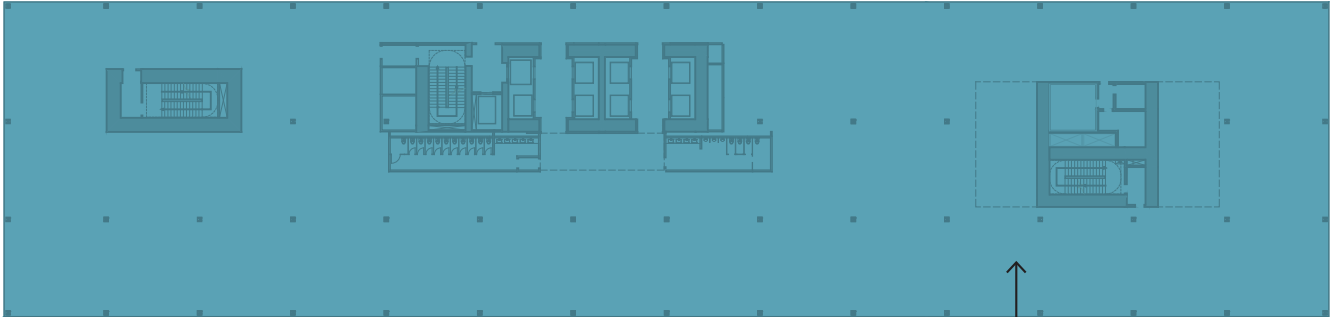
Not to Scale



5 AREA DIAGRAM: L5

Not to Scale

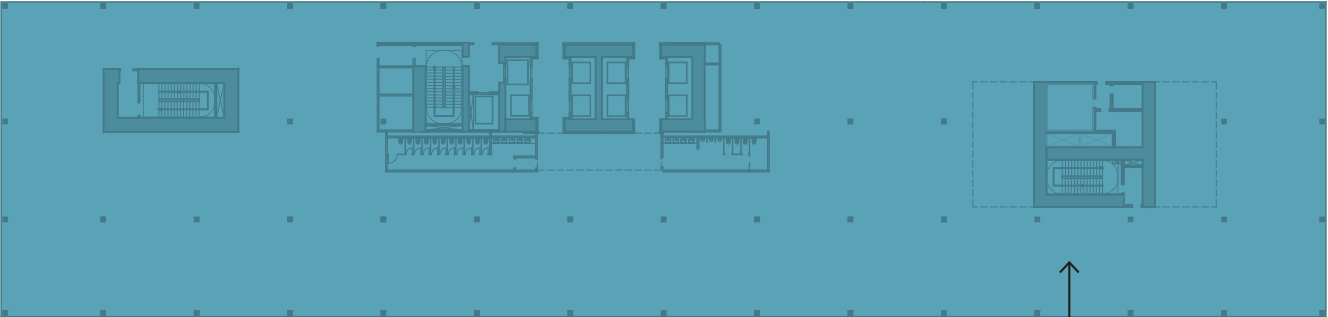
Mayor ED 13-01 Priority Permit



SEC 102 (a) 45,013 SF

SEC 102 (a)

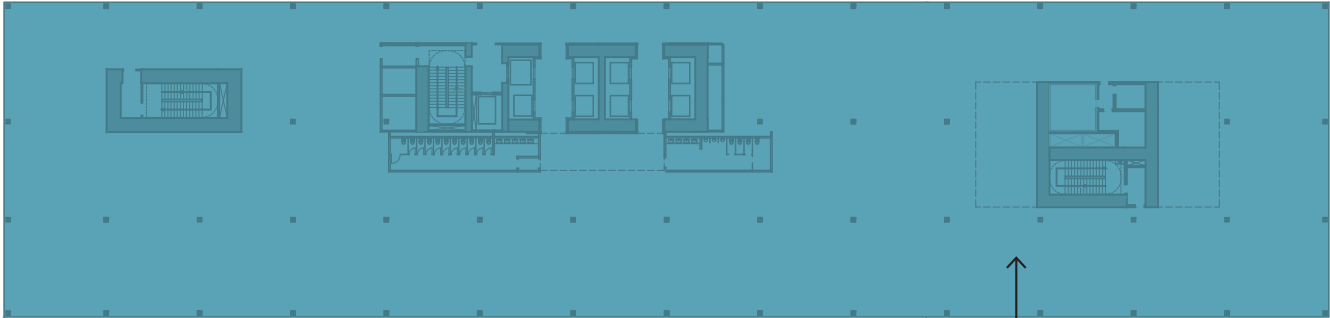
6 AREA DIAGRAM: L6
Not to Scale



SEC 102 (a) 45,013 SF

SEC 102.9 (a)

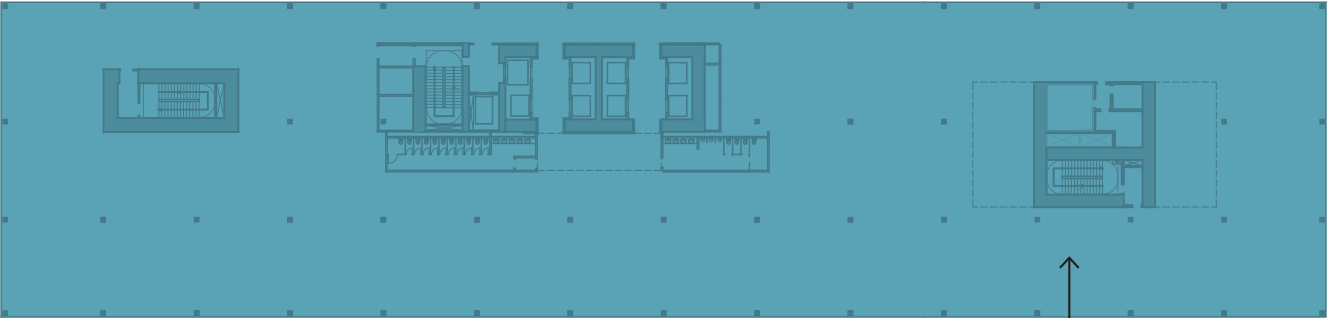
7 AREA DIAGRAM: L7
Not to Scale



SEC 102 (a) 45,013 SF

SEC 102 (a)

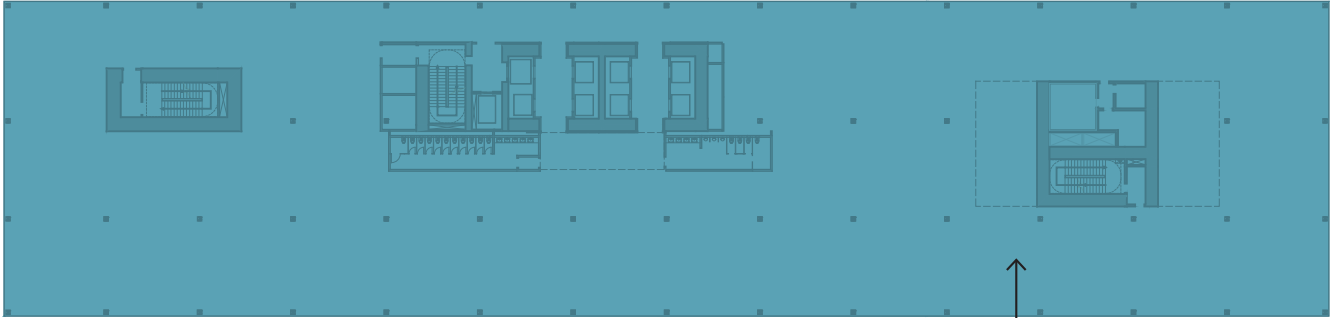
8 AREA DIAGRAM: L8
Not to Scale



SEC 102 (a) 45,013 SF

SEC 102.9 (a)

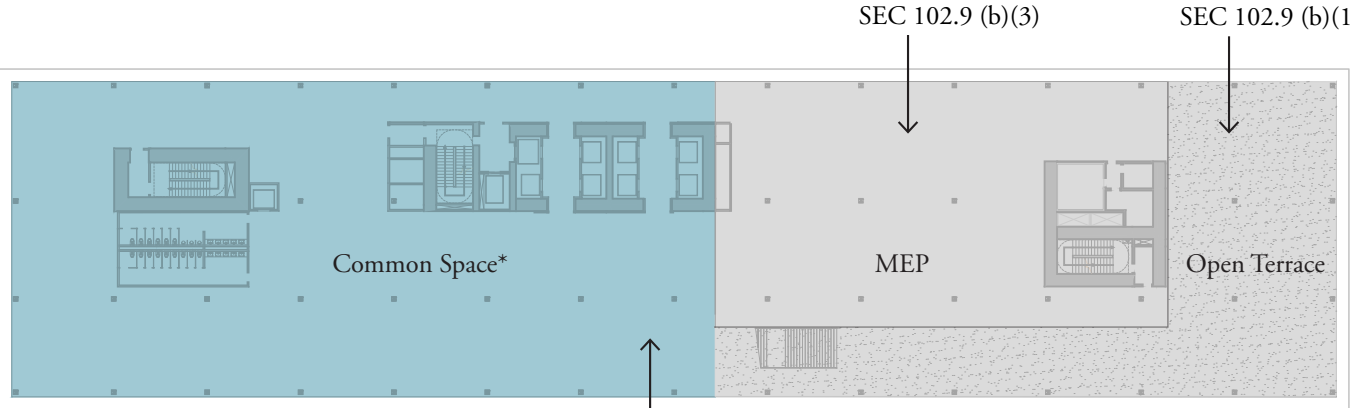
9 AREA DIAGRAM: L9
Not to Scale



SEC 102 (a) 45,013 SF

SEC 102 (a)

10 AREA DIAGRAM: L10
Not to Scale

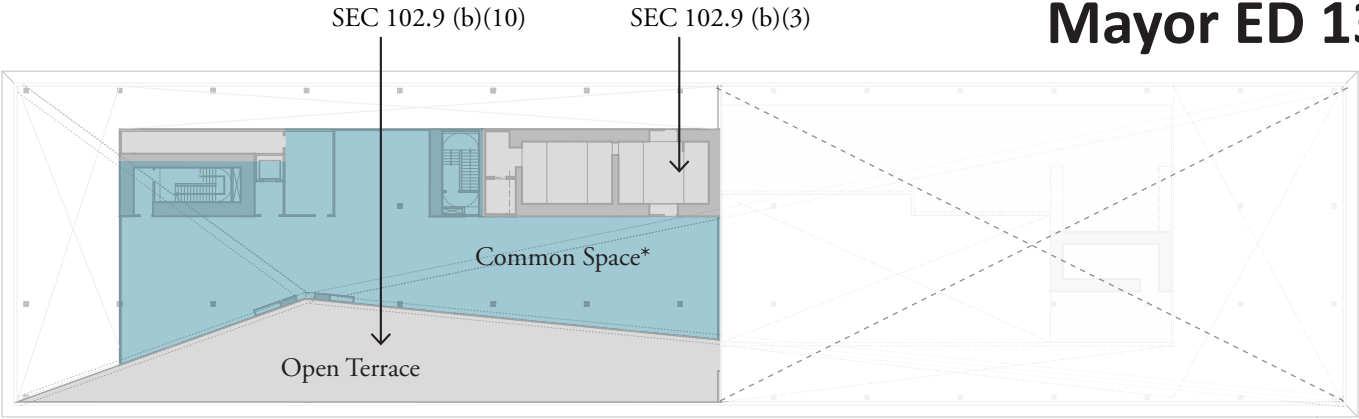


SEC 102 (a) 22,889 SF
SEC 102 (b)(3) 11,470 SF
SEC 102 (b)(10) 8,727 SF

SEC 102.9 (a)

11 AREA DIAGRAM: L11
Not to Scale

Mayor ED 13-01 Priority Permit

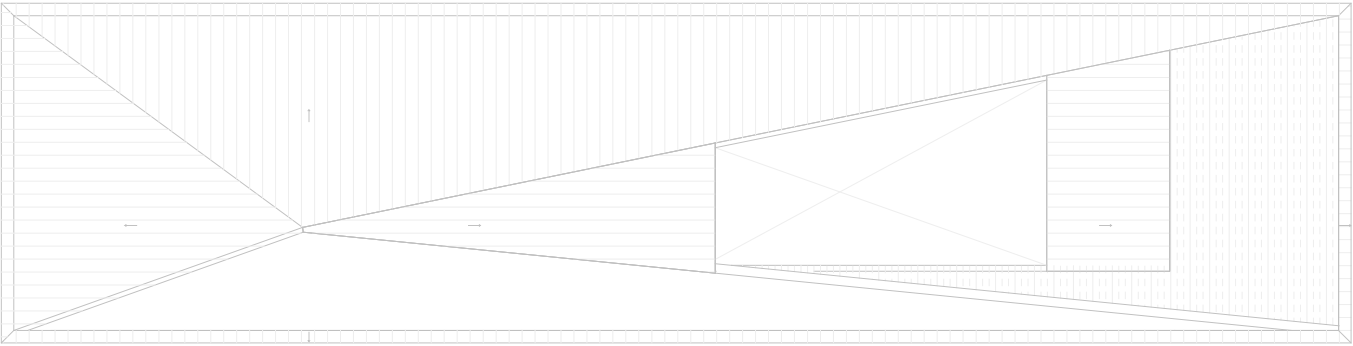


SEC 102 (a)	9,360 SF
SEC 102 (b)(3)	2,685 SF
SEC 102 (b)(10)	5,080 SF

12

AREA DIAGRAM: L12

Not to Scale



R

AREA DIAGRAM: ROOF

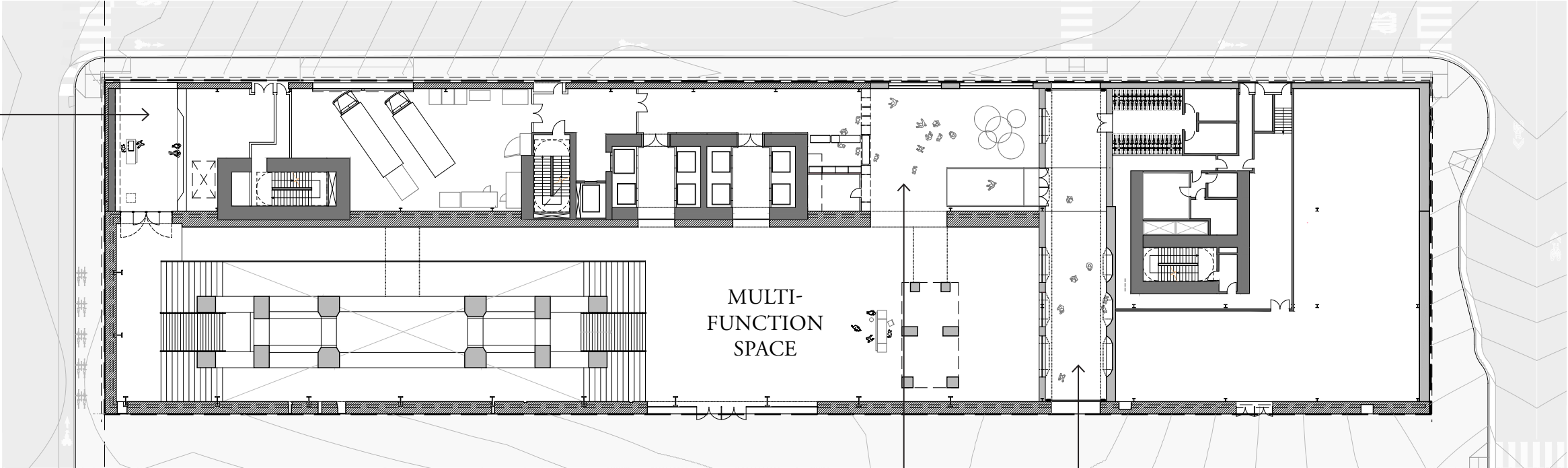
Not to Scale

LOWER VOLUME

Enlargements & Specific Design Topics

Mayor ED 13-01 Priority Permit

TRAIN
DOOR
ENTRY



GROUND LEVEL FLOOR PLAN



Not to Scale

LOBBY

MID-BLOCK PASSAGE



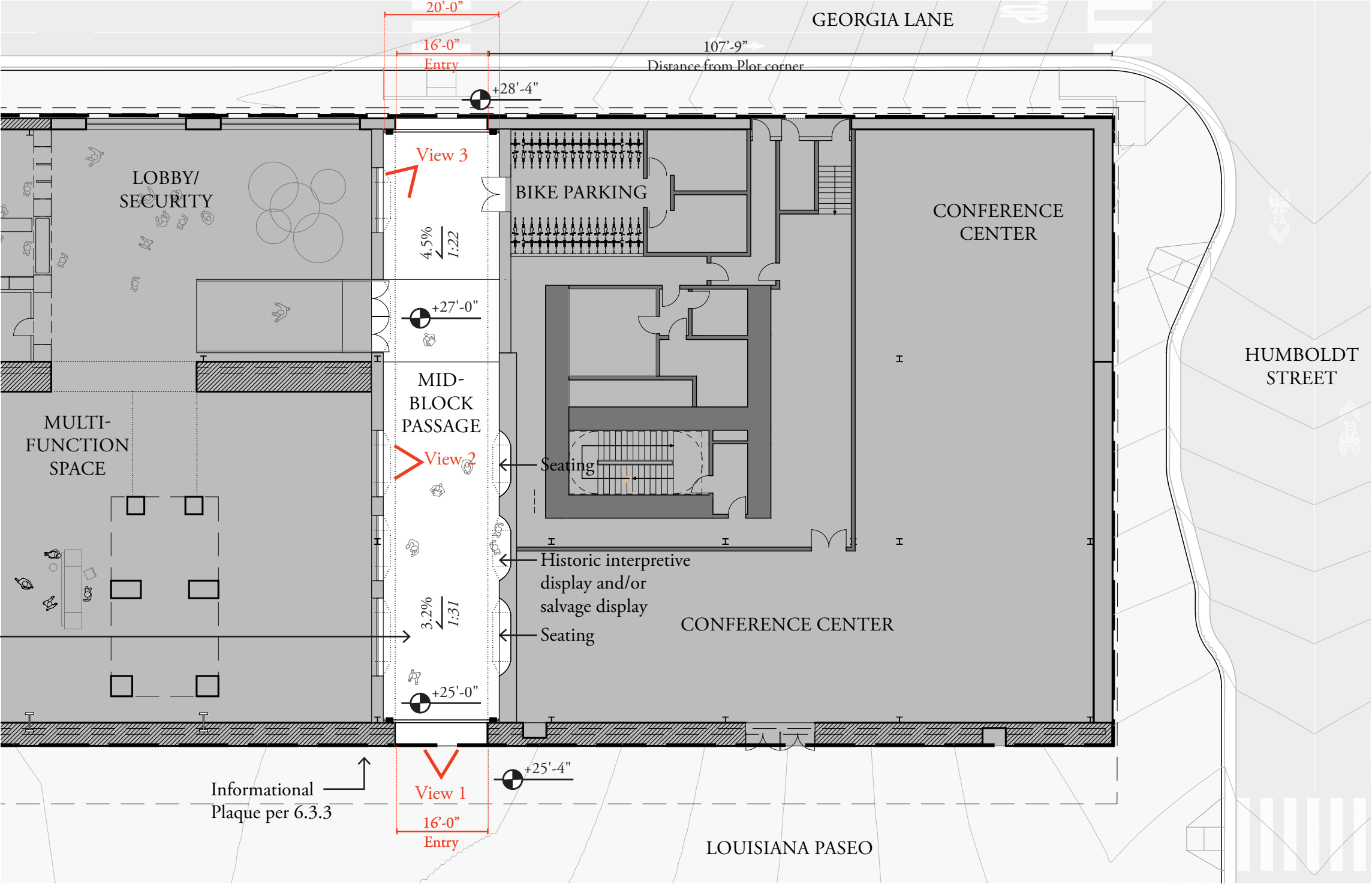
Turbine Hall - Everyday Scenario as Office Lobby



Turbine Hall - Event Scenario

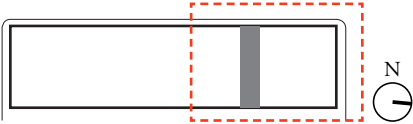
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Mid-block passage allows a straight path of travel and visual connections through Station A

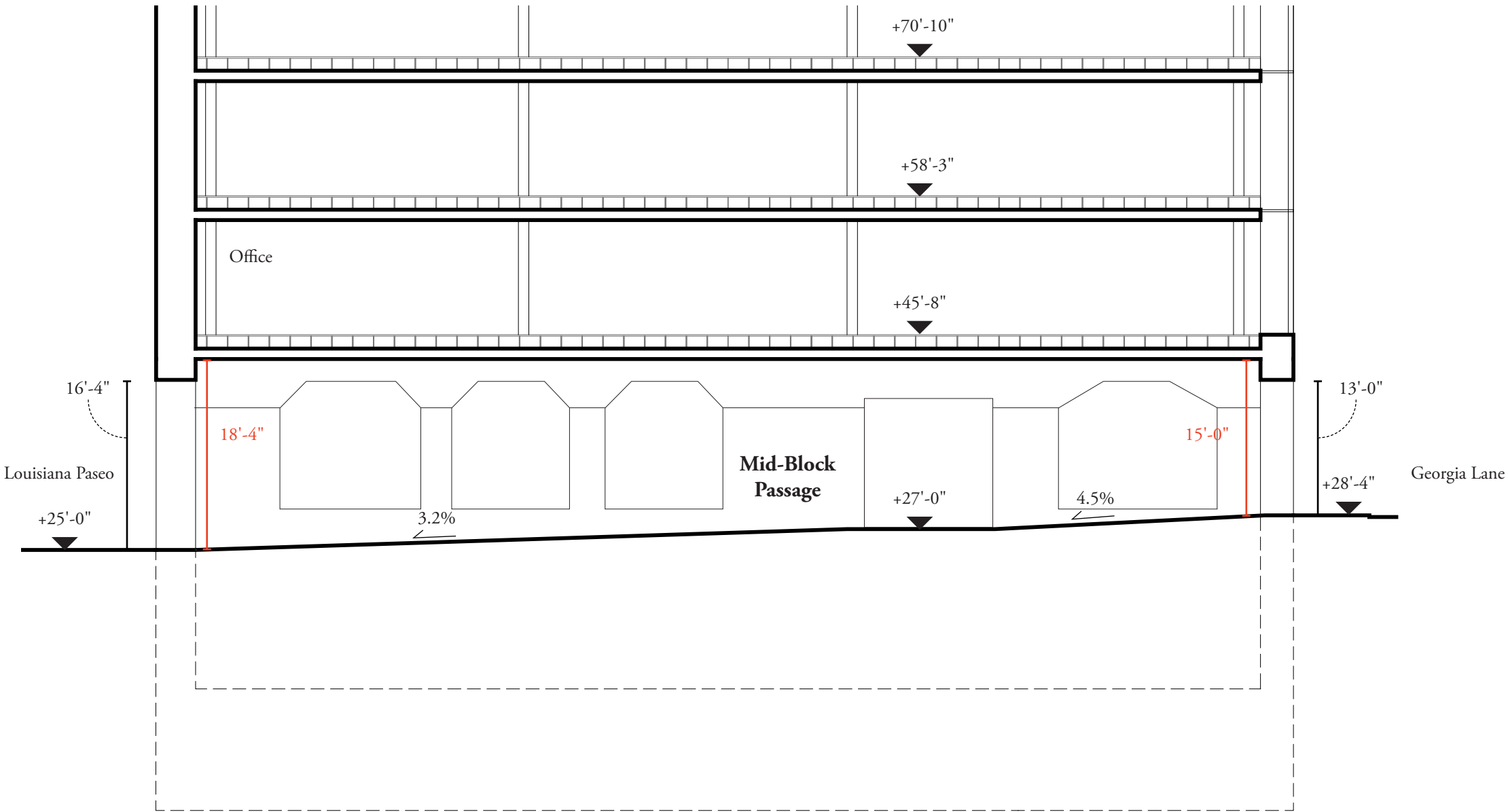


GROUND LEVEL FLOOR PLAN (ZOOM-IN)

Not to Scale



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Mayor ED 13-01 Priority Permit



Executive Architect
Adamson Associates, Inc
700 Flower St. #860
Los Angeles, CA 90017

Design Consultant
Herzog & de Meuron
Rheinschanze 6
4056 Basel, CH

Mid-Block Passage: View from Paseo

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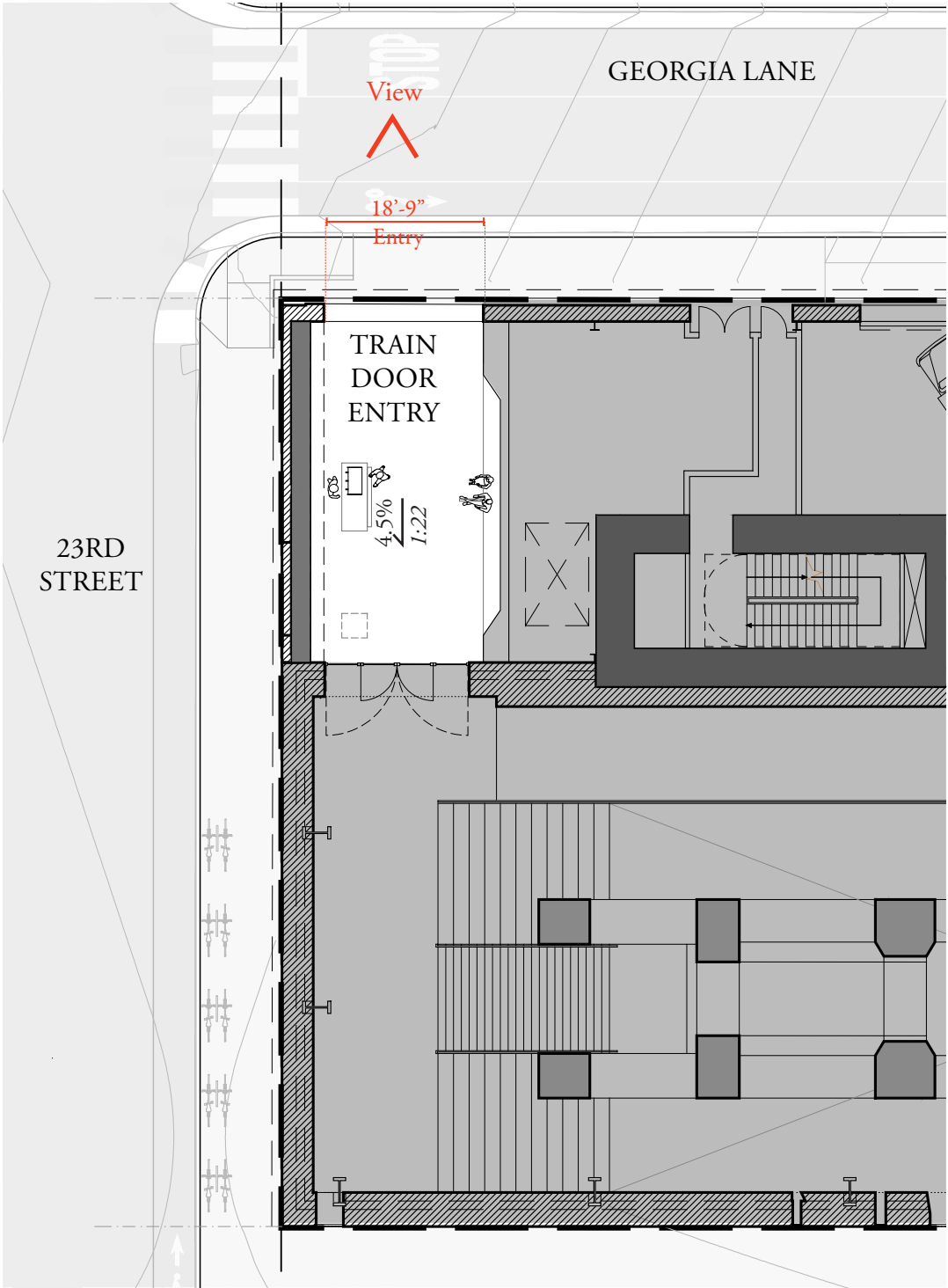


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VIEW OF TRAIN DOOR ENTRANCE

- New concrete structure
- Doors to match historic doors or salvage, if possible
- Potential Retail Kiosk
- Seating & historic interpretive display and/or salvaged display
- Repurposed railroad tracks



GROUND LEVEL FLOOR PLAN (ZOOM-IN)

Not to Scale



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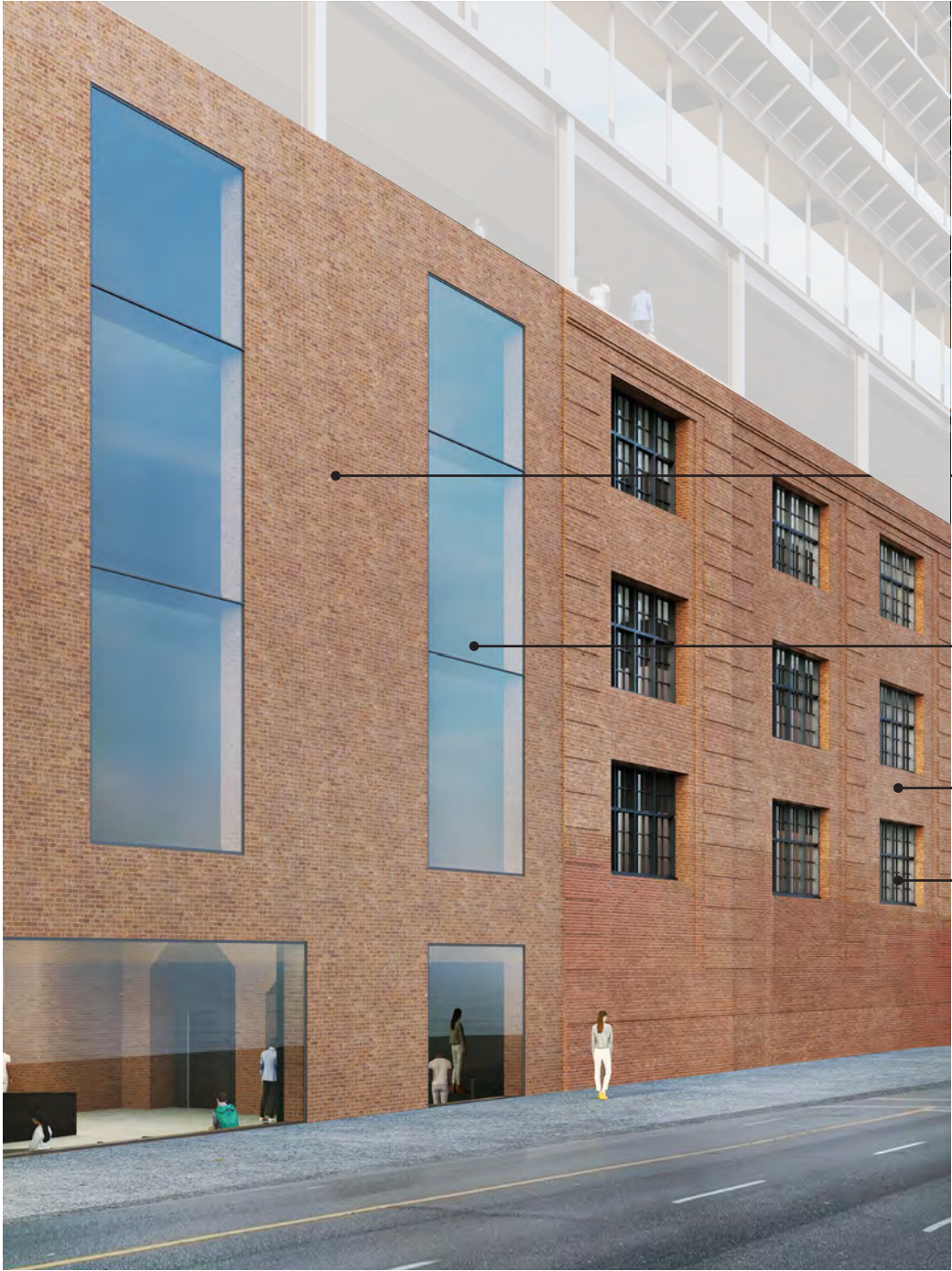


Bi-parting metal security gate at passage (shown closed for clarity)

New low-iron glass window in new opening

New low-iron glass window in existing opening

VIEW OF EAST FACADE



New brick wall to match color of adjacent existing brick wall

New low-iron glass window in new wall

Existing brick wall

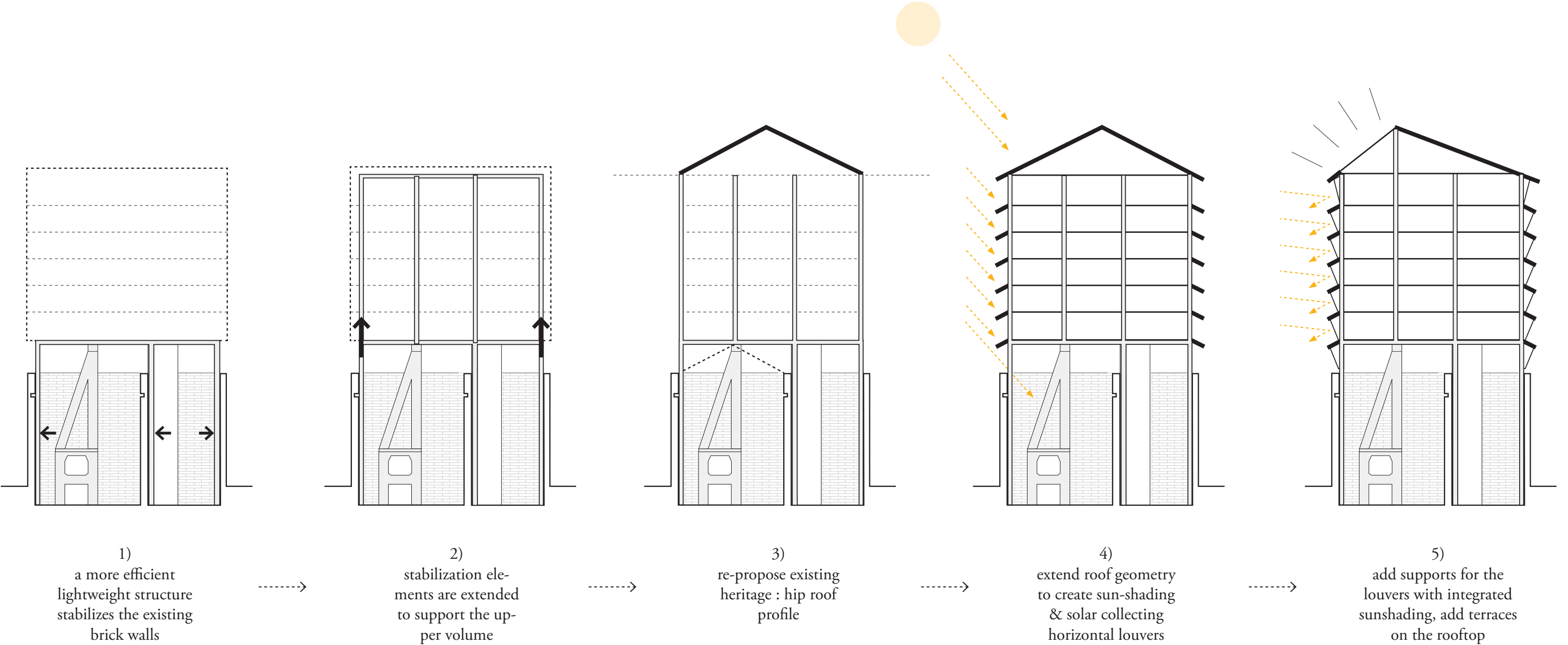
New low-iron glass window in new opening, size and appearance to match existing south windows

VIEW OF WEST FACADE

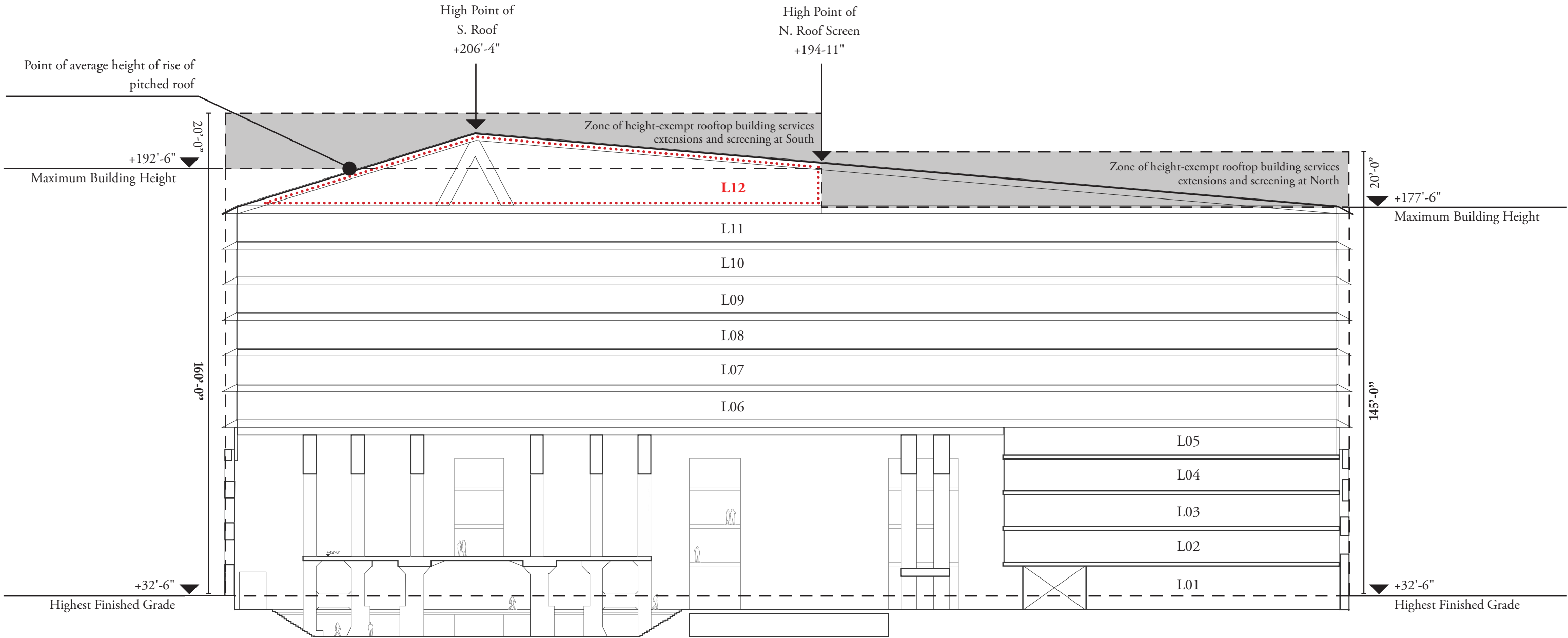
UPPER VOLUME

Enlargements & Specific Design Topics

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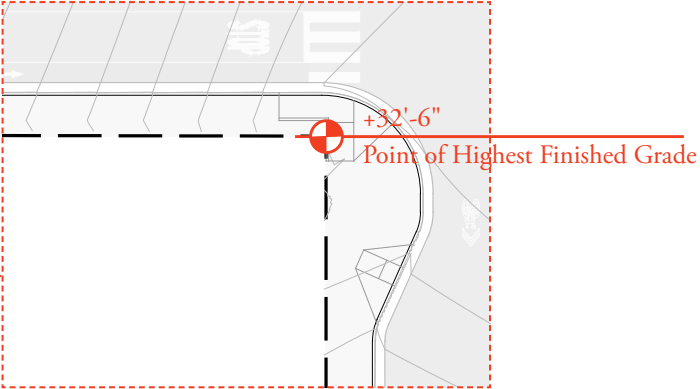
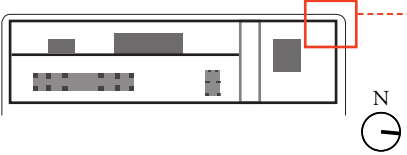
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Roof Screen Average Heights

$$\frac{206'-4" \text{ High Point} + 175'-1" \text{ Low Point}}{2} = 190'-8"$$

All B15 building height measurements are taken from the highest point of finished grade, 32'-6", at the property line's Northwest corner.



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West Elevation



East Elevation

Station A's roof concept begins with the historic form of the original Power Station. The simple pitched roof is transformed, through a series of operations, to react to the allowable heights at the north, south and surrounding context. The resultant, sculpted form gives the new building a new, yet familiar, identity.

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L-12 *Offices - Terrace*

L-11 *Offices - Terrace - MEP*

h floor to floor > 13'-9"
- fits MEP on the North side

L-10 *Offices*
h floor to floor > 13'-9"

L-9 *Offices*
h floor to floor > 13'-9"

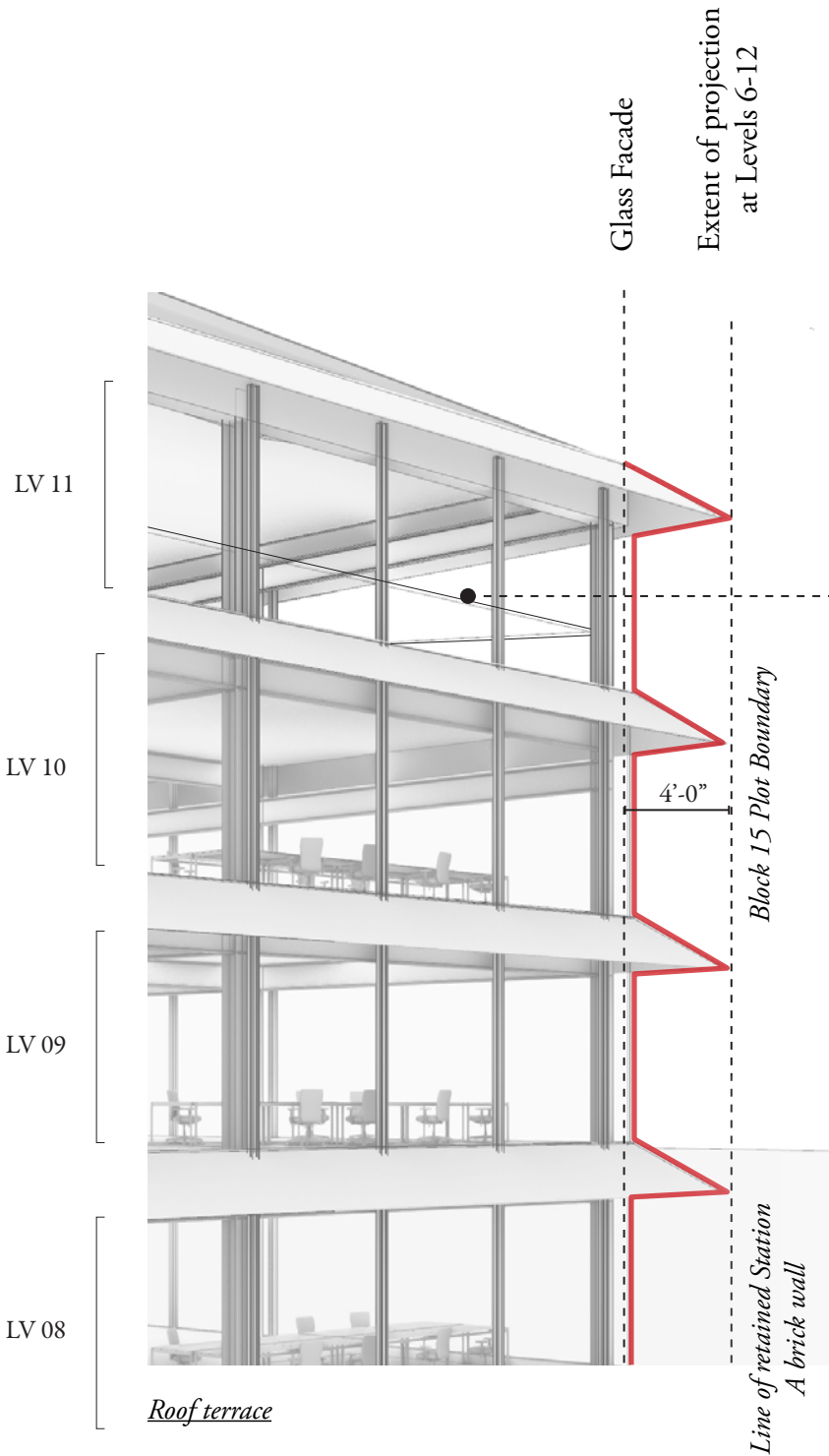
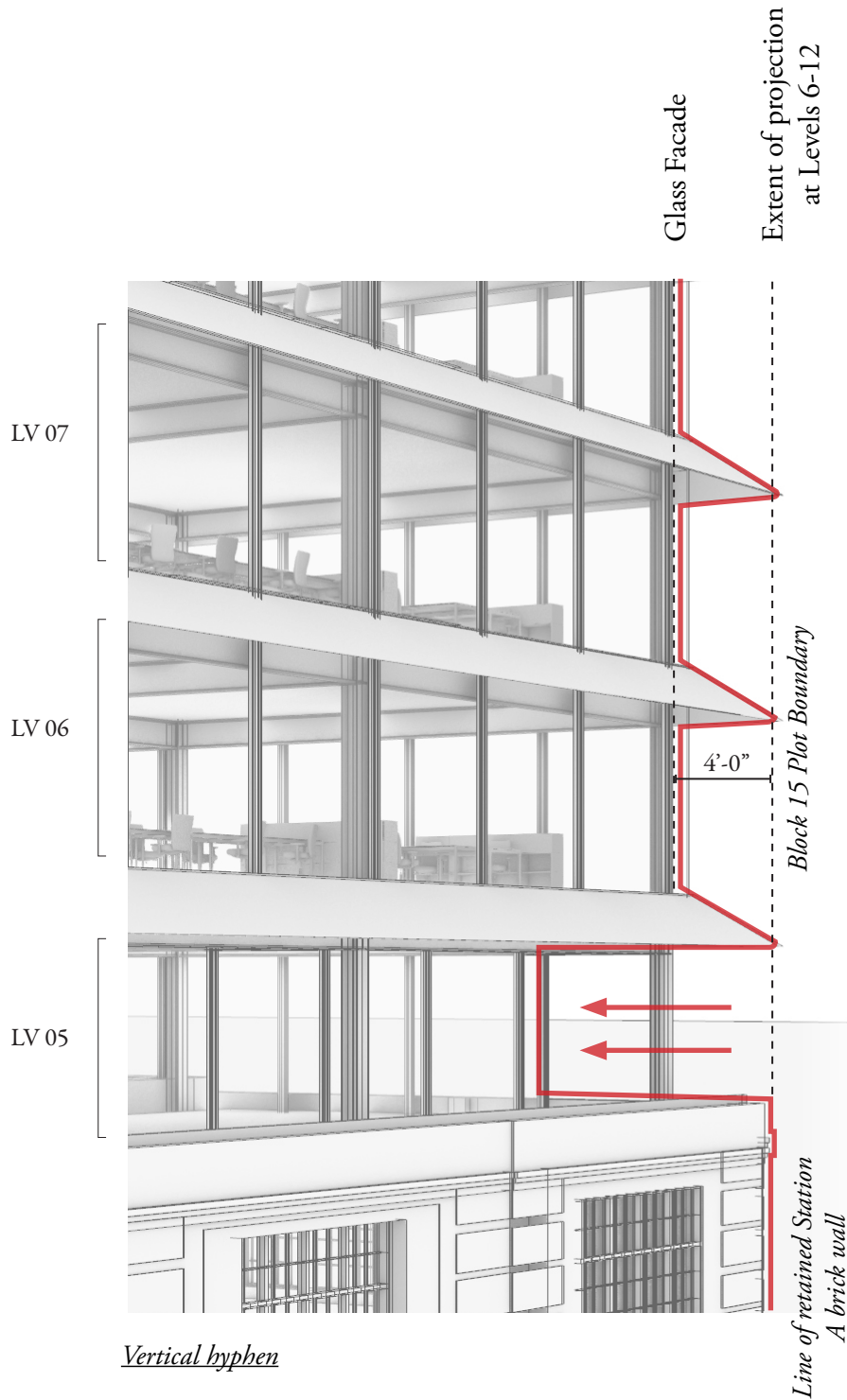
L-8 *Offices*
h floor to floor > 13'-9"

L-7 *Offices*
h floor to floor > 13'-9"

L-6 *Offices*
h floor to floor > 13'-9"

L-5 *Vertical hyphen*
h floor to floor > 13'-9"

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RUE DES SUISSSES, PARIS
APARTMENT BUILDINGS

Metal guardrail reference image for LV11 terrace

- Upper volume facade does not project beyond line of retained Station A brick wall
- The LV05 glass window wall has been recessed to create an exterior terrace and provide volumetric relief of the mass above the existing Station A brick walls
- A similar recess of the facade on the east was not possible due to the retained turbine hall void from ground floor up to LV06 slab

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Existing brick & new brick to color-match existing
Lower volume facades



Painted metal to color-match existing brick
Lower volume service doors & loading dock



Metal, such as Copper, Bronze, Corten, etc. (see Station A Addition sheet for more info)
Upper volume's metal roof, fascia, awning/sunshade



Steel frames, mullions, to match existing window components
Lower volume windows



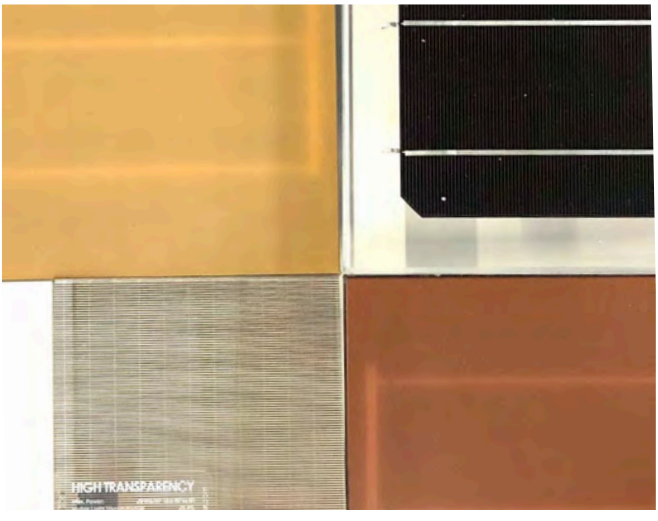
Low-iron glass windows
Upper volume facade & lower volume windows
(image from HdM's Feltrinelli)



Black metal balustrade
Level 5 terrace
(image from HdM's Rue des Suisse)



Exterior fabric shading & metal rails
Upper volume facades



PV panel
Possible integration on roof & on awning

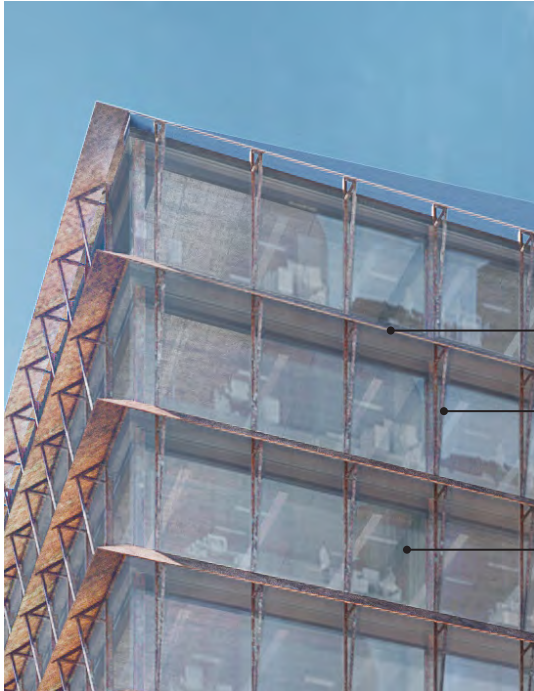
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Exterior Window Shades: Copper Hardware & Fabric Shades

Exact appearance & materiality to be developed through mock-ups.



Shading deployed



No shading

Metal, such as copper, bronze, corten, etc. fascia & awning with possible integration of PV panels

External shade & guide rail

Low-iron glass window wall assembly

- Shades will be automated and connected to a BMS (Building Management System)
- Shades will have local override to ensure user comfort
- Operational zones to be determined with tenant at future time

Metal Fasciae & Metal Roof: Patinated Metal

Exact appearance to be developed through mock-ups and expected to change over time (see below for reference projects with copper, bronze, corten, etc. facades)

Copper



173 - De Young (2009)



173 - De Young (2016)

Corten Steel



201 - Caixa Forum

Galvanized Steel

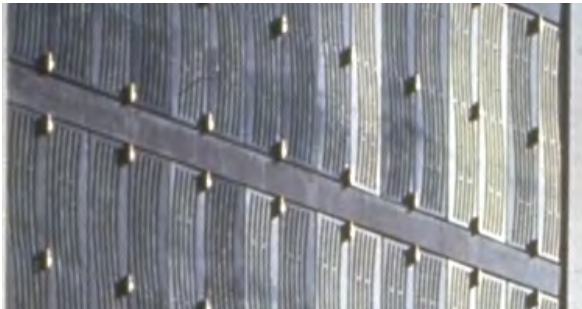


412 - Miu Miu

Matte

Polished

Cast Iron



025 - Schutzenmattstrasse

Bronze



143 - Funf Hofe

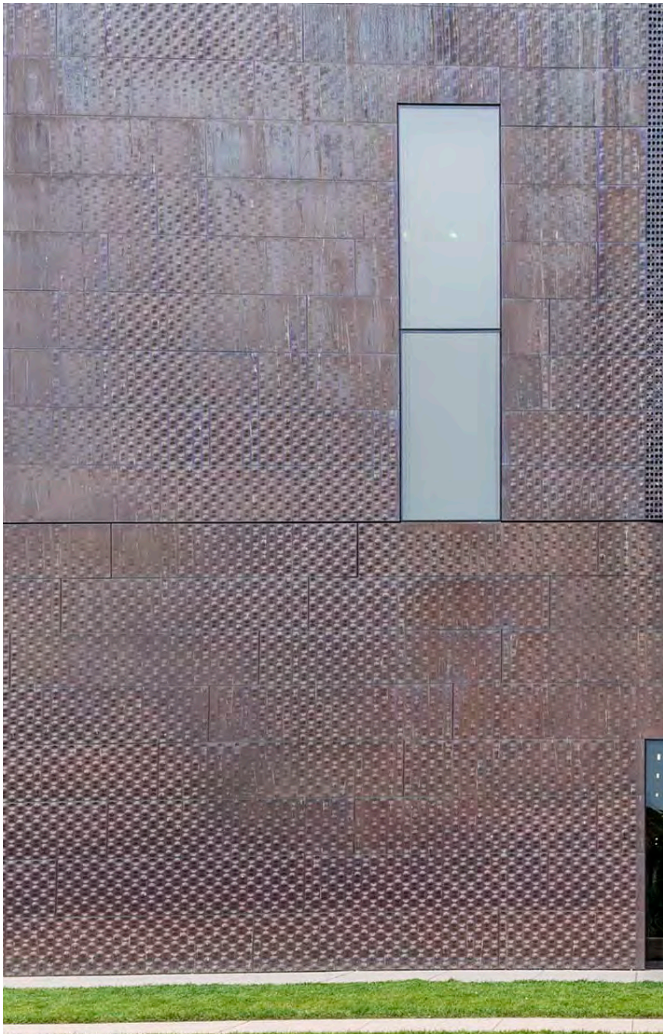
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CAIXA FORUM, MADRID

Facade Narrative: Lower

Station A's existing brick facade consists of a variety of found conditions. Where possible, these walls will be cleaned & rehabilitated to match their existing state. Some new openings will be made, as needed, to open the interior spaces to light & circulation and existing openings will be retained with new windows.



DE YOUNG MUSEUM, SAN FRANCISCO

Facade Narrative: Upper

The upper addition of Station A is distinguished from the lower existing volume by the horizontal metal sunshading awnings fixed to the floor slab edges and the sculpted roof. The materials are intended to be robust and characteristic of the industrial quality of the original building. The vision windows of the office floors consist of full-height, low-iron glass that has been treated with a bird-safe UV pattern. A secondary system of exterior window shades & guiderails is anticipated in areas requiring additional protection from glare, etc.

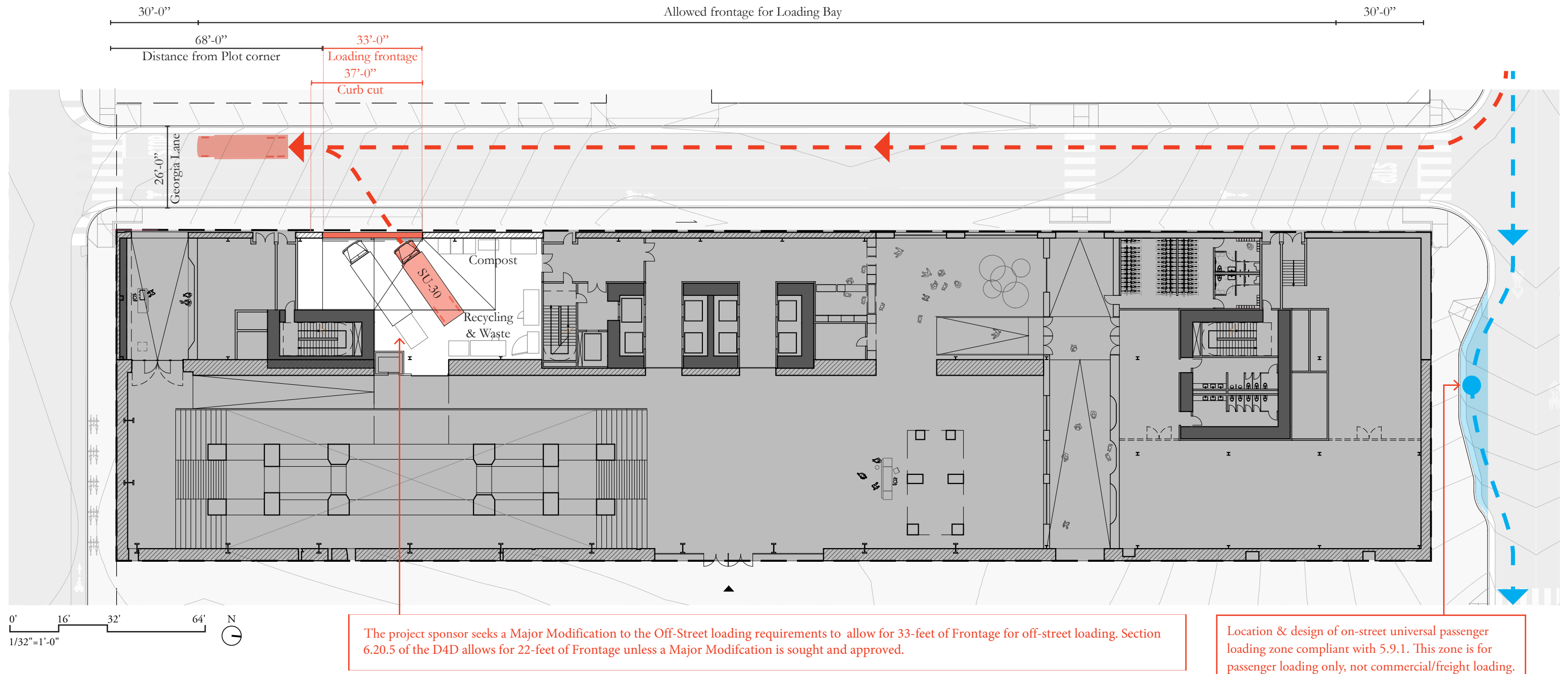


CENTRAL SIGNAL BOX, BASEL



FELTRINELLI PORTA VOLTA, MILAN

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Addendum to an Environmental Impact Report

Date: September 9, 2020
Case No.: **2017-011878ENV**
Project Title: **Potrero Power Station Mixed-Use Development Project**
Zoning: PPS-MU (Potrero Power Station Mixed Use)
65-PPS/240-PPS Height District
Potrero Power Station Special Use District
Block/Lot: Assessor's Block 4175/Lot 002, Block 4175/Lot 017, a portion of Block 4175/Lot 018, Block 4232/
Lot 001, Block 4232/Lot 006; and non-assessed Port and City/County of San Francisco properties
Lot Size: Approximately 29.0 acres (1,262,300 square feet)
Project Sponsor: California Barrel Company LLC
Erin Epperson - (415) 796-8945
e2@associatecapital.com
Lead Agency: San Francisco Planning Department
Staff Contact: Rachel Schuett – (415) 575-9030
rachel.schuett@sfgov.org

Introduction

The San Francisco Planning Commission certified the Final Environmental Impact Report (Final EIR) on the Potrero Power Station Mixed-Use Development Project on January 30, 2020, and the San Francisco Board of Supervisors approved the project on April 24, 2020. At this time, the project sponsor is proposing changes to the approved project's phasing plan, which involves modifications to the construction phasing schedule and minor changes to the land use program from what was analyzed in the Final EIR. The phasing plan is a component of the project's Development Agreement. Consistent with the *California Environmental Quality Act (CEQA) Guidelines* section 15164, this addendum to the EIR describes and analyzes the potential environmental effects of the proposed changes to the Potrero Power Station Mixed-Use Development Project. As presented below, this addendum concludes that the proposed changes to the approved project would not (1) result in any new significant environmental impacts, (2) result in a substantial increase in the severity of impacts previously identified in the Final EIR, or (3) require the adoption of any new or considerably different mitigation measures from those included in the Final EIR.

Project Description

The Potrero Power Station Mixed-Use Development project is located on an approximately 29.0-acre site along San Francisco's central bayshore waterfront, encompassing the site of the former Potrero Power Plant that closed in 2011. California Barrel Company LLC, the project sponsor, will redevelop the site with a multi-phased, mixed-use development, and activate a new waterfront open space with a variety of residential, commercial, parking, community facilities, and open space land uses. The residential uses will include both market-rate and affordable housing, and the commercial uses will include office, research and development/life science, retail, hotel, entertainment/assembly, and production, distribution, and repair (PDR) uses. The project will also include public access areas and open space, playing fields and other active open space uses, a dock facility and other shoreline improvements, transportation improvements and an internal grid of public streets, shared public ways, and utilities infrastructure. Overall, the project will consist of up to approximately 5.4 million gross square feet of development. The project site is located within the Central Waterfront neighborhood, generally bounded by 22nd Street, San Francisco Bay, 23rd Street, and Illinois Street.

The approvals granted for the project by the board of supervisors on April 24, 2020 included amendments to the General Plan and Planning Code, creating a new Potrero Power Station Special Use District (SUD). The SUD established land use controls for the project site and incorporated design standards in a new Potrero Power Station Design for Development document. The board of supervisors also amended the Zoning Maps to reflect the SUD zoning, changing the zoning from M-2 (heavy industrial) and PDR1-G (production, distribution and repair-general) to PPS-MU (Potrero Power Station mixed use), and to modify the existing height limits on the portions of the project site not owned by the Port of San Francisco. The rezoning modified the existing height limits of 40 and 65 feet to various heights ranging from 65 to 240 feet. The board of supervisors also approved a Development Agreement with a term of 30 years pursuant to Government Code section 65865 and chapter 56 of the San Francisco Administrative Code, to provide a vested right to construct the project in exchange for public benefits in excess of those required by the San Francisco Municipal Code.

Project construction is scheduled to start in 2020 and be completed in 2035 for a total duration of 16 years. The Final EIR indicated that the start of construction would depend on the status of the remediation being conducted by the Pacific Gas and Electric Company (PG&E), the former site owner responsible for the investigation and remediation of a large portion of the project site. However, as described below, recent information on the PG&E site investigation and remediation process and approvals by the Regional Water Quality Control Board now allows the project sponsor to revise the approach to and timing of the construction phasing within this same 16-year period.

CEQA Environmental Review Process

Final EIR

The Final EIR on the approved project, certified on January 30, 2020, consists of two documents: the Draft EIR, published in October 2018, and the Responses to Comments document, published in December 2019. The Draft EIR described and analyzed the project as proposed at that time in 2018 and included an analysis of alternatives to the proposed project. The Responses to Comments document described and analyzed the "project variant," a refined version of the previously proposed project developed by the project sponsor in 2019; the project variant retained some of the onsite historic features and modified the land use plan. Following certification of the Final EIR, the San Francisco Planning Commission approved the project variant that was described and analyzed in the

Responses to Comments document. Therefore, this EIR addendum no longer uses the term “project variant” but instead refers to the (former) project variant as the “approved project.”

EIR Addendum

CEQA Guidelines section 15164 states that the lead agency shall prepare an addendum to a previously certified EIR if the project sponsor needs to make some changes or additions to a project and if certain conditions are met. These conditions are based on *CEQA Guidelines* section 15162, which specifies the conditions that would require preparation of a subsequent EIR. If none of the conditions described in section 15162 calling for preparation of a subsequent EIR have occurred, then an EIR addendum is the appropriate document for changes to a project. Specifically, an EIR addendum is appropriate if *none* of the following three conditions occur:

1. Substantial changes are proposed in the project that will require major revision of the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
2. Substantial changes occur with respect to the circumstances under which the project is being undertaken that will require major revision to the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
3. New information of substantial importance, which was not known and could not have been known at the time the EIR was certified as complete, became available.

With respect to the first condition, this EIR addendum describes why the proposed changes to the approved Potrero Power Station Mixed-Use Development project are not substantial to the extent that there would be (1) new significant environmental effects from what was identified in the Final EIR, (2) a substantial increase in the severity of previously identified significant effects, or (3) the need for the adoption of any new or considerably different mitigation measures.

With respect to the second condition, as described below under *Updated Remediation Status*, environmental remediation of the project site has been ongoing, and substantial progress has occurred since certification of the Final EIR. These changes have changed the circumstances and assumptions under which the project’s construction phasing was previously developed, and with the updated site remediation information, the project sponsor is now proposing the changes to the project that are the subject of this EIR addendum. However, as described under condition one above, these changed circumstances and associated proposed changes do not require major revisions to the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

With respect to the third condition, no new information of substantial importance (that was not known and could not have been known at the time the EIR was certified as complete) beyond what is described under condition two above has become available since the Final EIR was certified. Therefore, pursuant to *CEQA Guidelines* section 15164, none of the three conditions requiring the preparation of a subsequent or supplemental EIR has occurred, and the San Francisco Planning Department has prepared this addendum to the certified Final EIR on the Potrero Power Station Mixed-Use Development project.

This addendum describes the proposed changes to the approved project and then analyzes the potential environmental effects of those changes, based on and using the same methodology as the analysis of the environmental impacts identified in the Final EIR. It explains why the project with the proposed changes would:

(1) not result in any new significant environmental impacts, (2) not result in a substantial increase in the severity of previously identified environmental impacts, and (3) not require the adoption of any new or considerably different mitigation measures or alternatives.

Proposed Changes to the Approved Project

The proposed changes to the approved project consist of an amendment to the project's phasing plan, which is a component of the Development Agreement. The Development Agreement contemplates and permits the amendment of the phasing plan by the Director of the San Francisco Planning Department. The proposed amendments to the phasing plan primarily alter the approach to and timing of the construction phasing of the project, reducing the number of development phases from six to three while maintaining the same overall 16-year construction duration. It also includes minor changes in the total building area, and specifically, minor changes in the gross square footage of residential, commercial, and parking uses. The approved project with the proposed changes is referred to in this EIR addendum as the "re-phase program."

In addition, under the re-phase program, the reconstruction of Station A (which includes retention of certain historical features) would occur in Phase 1, approximately six years earlier than previously planned. The proposed revisions to Phase 1 would increase the number of street segments that would be constructed in the early stages of construction. The approved phasing plan requires that 23rd Street and portions of Maryland Street, Delaware Street, and Humboldt Street to be improved or constructed by 2026. The revised phasing plan would require all of Maryland Street to be improved, a larger portion of Humboldt Street to be constructed, and construction of Georgia Lane, Louisiana Paseo and Louisiana Street, and portions of Craig Lane by 2027 (under the approved phasing plan, some of these street segments would not be constructed until 2033).

In addition to requesting approval of an amendment to the project's phasing plan, the project sponsor has also requested approval of a Development Phase Application by the Director of the San Francisco Planning Department. Approval of the requested Development Phase Application relies on this addendum, because the requested Development Phase Application reflects Phase 1 of the re-phase program, rather than Phase 1 under the approved project.

Updated Remediation Status

As described in the Final EIR, the project site has a long history of industrial land uses, and hazardous materials have been identified in the soil, groundwater, and soil vapor as a result of these previous uses; PG&E is responsible for the investigation and remediation of large portions of the site. The different parts of the project site are in various stages of investigation and remediation, under the oversight of the San Francisco Regional Water Quality Control Board. The Final EIR describes the status of site investigation and remediation as of May 2018, with an update in January 2019. Since that time, the regional board has issued a number of additional approvals for various stages of investigations of different parts of the project site, and the project sponsor and PG&E have been working with the regional board to secure further approvals necessary prior to development of the approved project. Please see Appendix L, attached to this EIR addendum, for details on the updated approvals and remediation status of various parts of the project site. The updated approvals issued by the regional board since certification of the Final EIR now allows the project sponsor to revise the approach to and timing of the construction phasing as proposed under the re-phase program.

Description of the Proposed Re-Phase Program

This description of the proposed re-phase program first presents the long-term changes to the land use program and then presents the changes to the construction phasing plan.

LAND USE PLAN

The re-phase program would retain all the same characteristics and components of the approved project, redeveloping the site with a multi-phased, mixed-use development and activating a new waterfront open space with a variety of residential, commercial, parking, community facilities, and open space land uses. The re-phase program would not require amendments to the San Francisco General Plan and Planning Code or the Zoning Maps that have been approved for the project. Overall, even with the proposed minor changes to the gross square footage of various land uses, the conceptual land use plan would be unchanged from that of the approved project (see **Figure 1**).

As described in the Final EIR, the project site includes multiple subareas, one of which is owned by PG&E. Since the project sponsor does not control the 4.8-acre PG&E subarea, development of land uses within the PG&E subarea would only occur when and if PG&E determines it is feasible to relocate its existing utility infrastructure and operations. Therefore, similar to the CEQA environmental review of the approved project, this EIR addendum also describes and analyzes a “no PG&E scenario” of the re-phase program that would exclude the PG&E subarea from the overall development.

Table 1, Comparison of Approved Project and Re-Phase Program Land Uses, compares the gross square footage (gsf) of the different land uses under the approved project with those under the re-phase program, including both the with and without PG&E subarea scenarios. As shown in the table, under the re-phase program, the total building area would decrease by 4 percent. There would be a decrease in the number of dwelling units (-5 percent) and the square footage of residential (-5 percent), PDR (-9 percent), retail (-24 percent), and community facilities (-16 percent) uses compared to the approved project, while there would be an increase in the square footage of commercial (office) land use (+2 percent). These proposed changes in square footage would occur on Blocks 1, 7, 8, 11, 12, and 15, although the types and locations of the various land uses would be unchanged. All other blocks (Blocks 2, 3, 4, 5, 9, 13, and 14) would have the exact same types and amounts of land uses as the approved project. In addition, as shown in the table, under the proposed changes, both the number of vehicle parking spaces and the number of bicycle parking spaces would decrease by about 2 percent.

In addition to the changes in gross square footage of different land uses, the re-phase program would also redistribute the potential off-street parking supply, with a reduction in the number of parking spaces from 2,686 to 2,623 compared to the approved project. The revised parking supply is shown in **Figure 2, Potential Off-Street Parking Supply, Re-Phase Program**, which updates Figure 9-7 in the Final EIR (page 9-17), and would increase the number of spaces in the district garage on Block 5, while eliminating all parking from Block 15. Other redistribution of parking would occur on Blocks 7, 8, 11, and 12, but off-street parking on all other blocks (Blocks 1, 2, 3, 4, 9, 13, and 14) would be unchanged from the approved project. Compared to the approved project, the re-phase program would include a wider curb cut to serve off-street loading facilities on Block 15. More specifically, rather than providing two, 22-foot wide curb cuts, Block 15 would be improved with a single 50-foot wide curb cut.

In all other respects, the re-phase program would be the same as the approved project. There would be no changes to the building characteristics (number of stories, building heights, towers, etc.), transportation features and improvements, dock and other shoreline features, historical features, and recreational features from what will occur under the approved project.



SOURCE: Perkins+Will, 2019

Potrero Power Station Mixed-Use Development Project

Figure 1
Land Use Plan, Approved Project With or Without Proposed Changes

Table 1 Comparison of Approved Project and Re-Phase Program Land Uses

CHARACTERISTIC	APPROVED PROJECT		RE-PHASE PROGRAM	
	WITH PG&E SUBAREA	NO PG&E SCENARIO	WITH PG&E SUBAREA	NO PG&E SCENARIO
Land Uses				
Area of site, acres	29.0	24.2	Same as project w PGE	Same as project, no PGE
Residential, dwelling units	2,601	1,466	2,477	1,317
Residential, gsf	2,522,970	1,422,436	2,402,984	1,277,450
Hotel, rooms	250	Same as project w PGE	Same as project w PGE	Same as project w PGE
Hotel, gsf	241,574	Same as project w PGE	Same as project w PGE	Same as project w PGE
Commercial (office), gsf	814,240	Same as project w PGE	831,606	Same as re-phase w PGE
Commercial (R&D), gsf	Same as project	Same as project	Same as project	Same as project
Commercial (PDR), gsf	35,000	15,000	32,000	12,000
Commercial (retail), ^a gsf	99,464	Same as project w PGE	75,239	Same as re-phase w PGE
Community Facilities, ^b gsf	50,000	Same as project w PGE	42,000	Same as re-phase w PGE
Entertainment/Assembly, gsf	25,000	Same as project w PGE	Same as project w PGE	Same as project w PGE
Parking, no. of spaces	2,686	2,056	2,623	1,993
Parking, gsf	965,458	736,361	886,801	657,704
Total Building Area, gsf	5,399,444	4,049,813	5,182,942	3,808,311
Open Space, acres	6.9	6.6	Same as project w PGE	Same as project, no PGE
Bicycle parking, class 1, no. of spaces	1,513	1,006	1,478	966
Bicycle parking, class 2, no. of spaces	349	285	346	273
Total bicycle parking, no of spaces	1,862	1,291	1,824	1,239
Land Uses by Block				
Block 1 (gsf)	Residential (399,204) Community Fac. (0)	Residential (138,640) Community Fac. (0)	Residential (394,204) Community Fac. (5,000)	Residential (108,640) Community Fac. (30,000)
Block 2 (gsf)	R&D (327,498) Retail (2,400)	Same as project w PGE	Same as project w PGE	Same as project w PGE
Block 3 (gsf)	R&D (318,240) Retail (2,400)	Same as project w PGE	Same as project w PGE	Same as project w PGE
Block 4 (gsf)	No Flex Uses Residential (163,000) Retail (7,757)	Same as project w PGE	Same as project w PGE	Same as project w PGE
Block 5 (gsf)	Residential (292,860) Retail (38,562)	Same as project w PGE	Same as project w PGE	Same as project w PGE

Table 1 Comparison of Approved Project and Re-Phase Program Land Uses (continued)

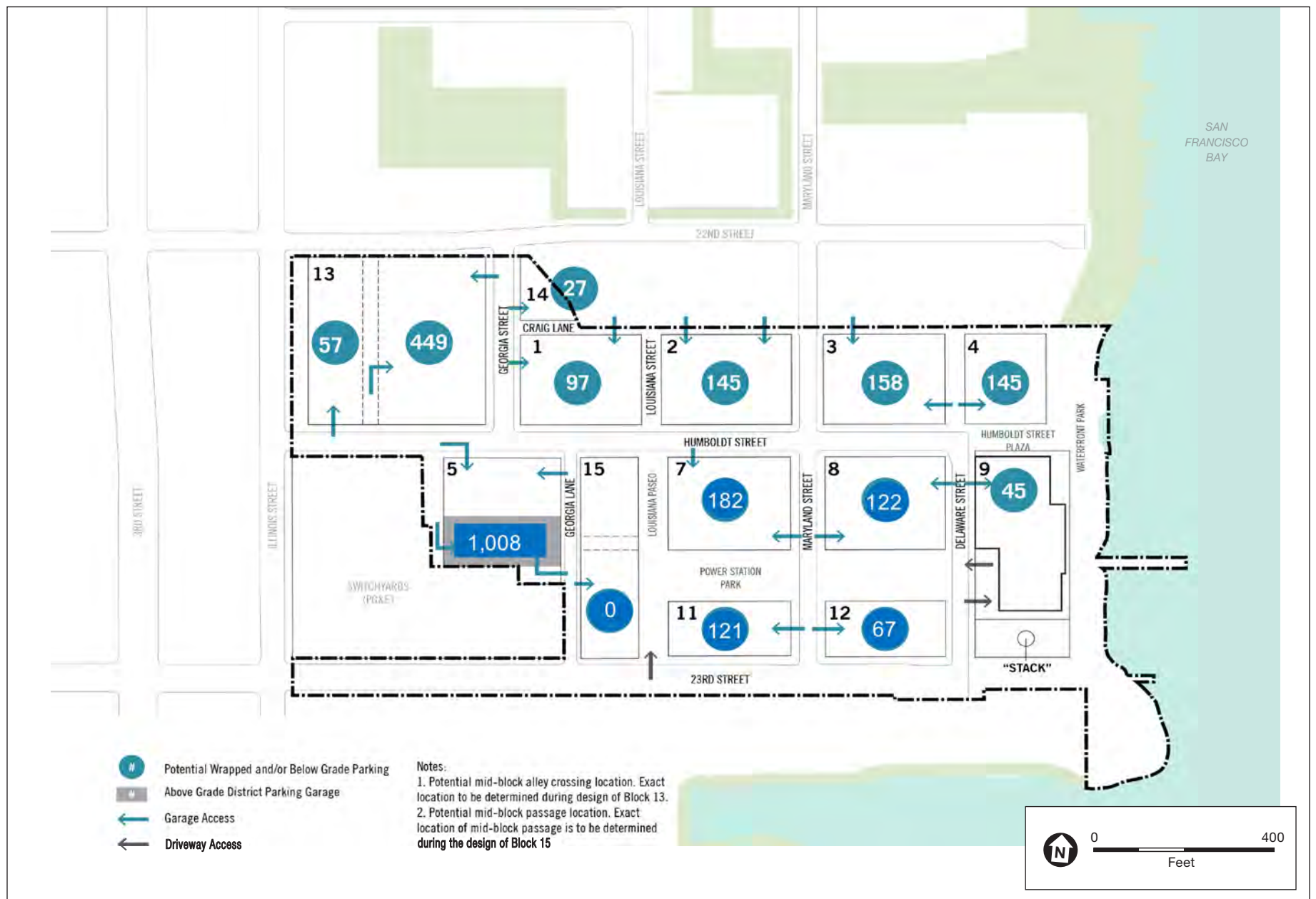
CHARACTERISTIC	APPROVED PROJECT		RE-PHASE PROGRAM	
	WITH PG&E SUBAREA	NO PG&E SCENARIO	WITH PG&E SUBAREA	NO PG&E SCENARIO
Land Uses by Block (cont.)				
Block 6 (gsf)	NA, part of Block 15	Same as project w PGE	Same as project w PGE	Same as project w PGE
Block 7 (gsf)	Residential (466,794) Retail (9,543) Community Fac. (17,500)	Same as project w PGE	Residential (407,400) Retail (5,000) Community Fac. (6,000)	Same as re-phase w PGE
Block 8 (gsf)	Residential (361,142) Retail (11,814)	Same as project w PGE	Residential (305,550) Retail (5,000)	Same as re-phase w PGE
Block 9 (gsf)	Flex Residential/Hotel Hotel (241,574) Retail (4,120)	Same as project w PGE	Same as project w PGE	Same as project w PGE
Block 10 (gsf)	NA, part of Block 15	Same as project w PGE	Same as project w PGE	Same as project w PGE
Block 11 (gsf)	Office (213,290) Retail (9,545) PDR (7,500) Community Fac. (7,500)	Same as project w PGE	Office (219,335) Retail (5,000) PDR (6,000) Community Fac. (6,000)	Same as re-phase w PGE
Block 12 (gsf)	No Flex Uses Office (175,771) PDR (7,500) Assembly (25,000)	Same as project w PGE	No Flex Uses Office (177,271) PDR (6,000) Assembly (25,000)	Same as re-phase w PGE
Block 13 (gsf)	Residential (762,210) PDR (20,000) Community Fac. (25,000)	Not developed	Same as project w PGE	Same as project, no PGE
Block 14 (gsf)	No Flex Uses Residential (77,760)	Not developed	Same as project w PGE	Same as project, no PGE
Block 15 (gsf)	Office (425,179) Retail (13,323)	Office (425,179) Retail (13,323) Community Fac. (25,000)	Office (435,000) Retail (5,000)	Same as re-phase w PGE

NOTE: The terms used in this table have a different meaning from what is used in Table 9-1 in the Final EIR (pp. 9-4 to 9-5). In this table, the term "project" refers to the approved project. In Table 9-1 in the Final EIR, the approved project is referred to as the "project variant," and the terms "proposed project" or "project" refer to an earlier version of the project that was analyzed in the Draft EIR. Bolded text for emphasis only.

^a Commercial retail is assumed to include a supermarket, sit-down restaurants, and quick service restaurants. See Appendix M for assumed breakdown of these uses.

^b Community facilities is assumed to include childcare, library, and other community facilities. See Appendix M for assumed breakdown of these uses.

SOURCE: California Barrel Company, 2019 and 2020.



SOURCE: Perkins+Will, 2020

Potrero Power Station Mixed-Use Development Project

Figure 2
Potential off-Street Parking Supply, Re-Phase Program

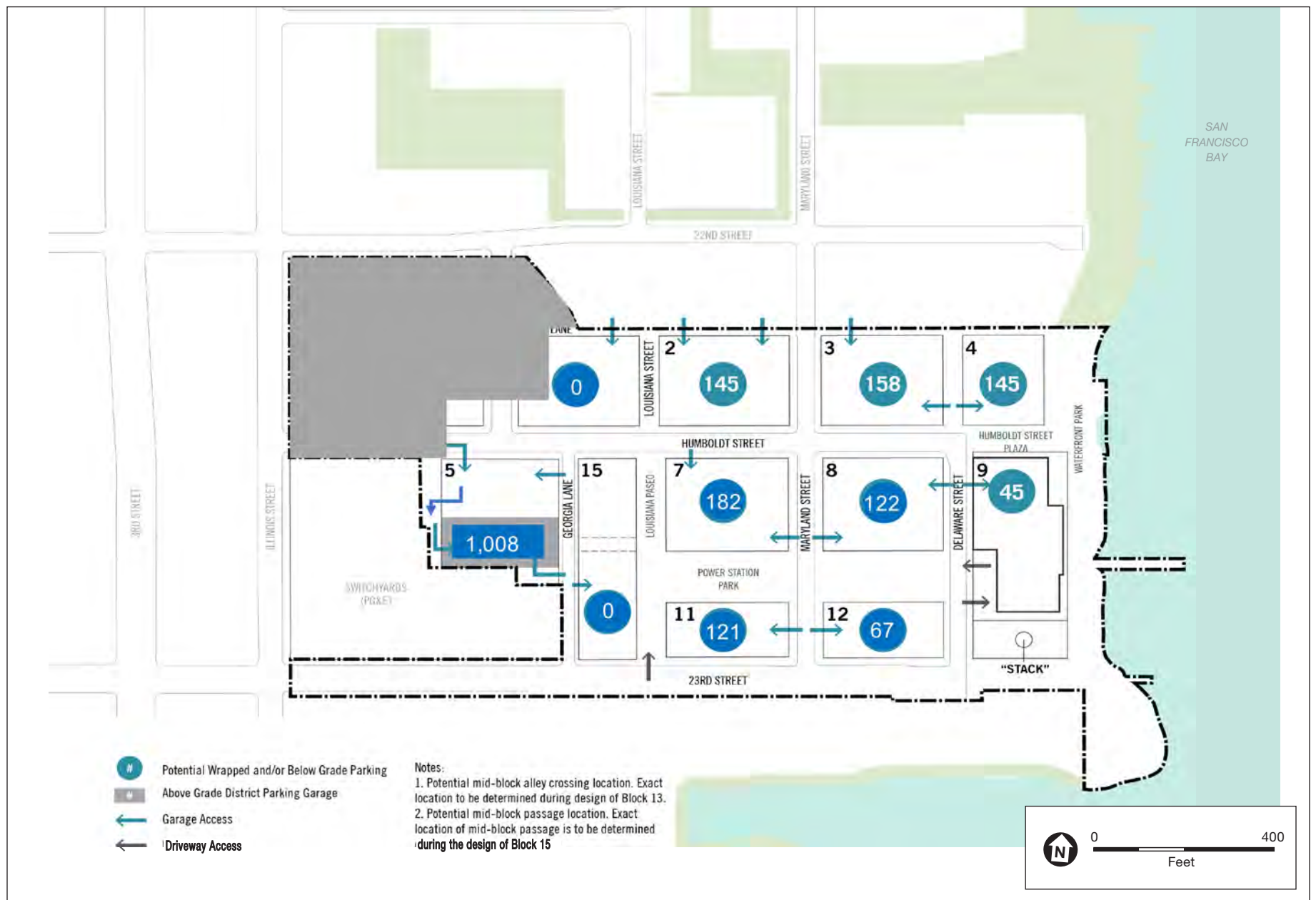
For the no PG&E scenario under the re-phase program, the proposed land use changes would be analogous to the reduced development of the no PG&E scenario under the approved project. Compared to the re-phase program with the PG&E subarea, there would be a reduction in the overall size of the site (-17 percent), number of dwelling units (-47 percent), number of parking spaces (-24 percent), number of bicycle parking spaces (-32 percent), and square footage of residential uses (-47 percent), PDR uses (-63 percent), parking (-26 percent), and overall total building area (-27 percent). As with the approved project, these differences between the re-phase program with the PG&E subarea and the no PG&E scenario would occur on Blocks 1, 13, and 14, which are located within the PG&E subarea. None of Blocks 13 and 14 and only a portion of Block 1 would be developed under the no PG&E scenario. **Figure 3, Potential Off-Street Parking Supply, Re-Phase Program, No PG&E Subarea**, shows the redistribution of off-street parking under this scenario.

CONSTRUCTION PHASING AND SCHEDULE

The re-phase program would maintain the same overall construction schedule and duration as the approved project, with construction taking place over a 16-year period starting in 2020 and ending in 2035. However, because of the desire to expedite construction of the internal street network and the reconstruction of Station A as well as the updated site remediation status, the re-phase program would revise the approach to and timing of the construction phasing. The re-phase program would consolidate the six overlapping construction phases under the approved project into three overlapping phases, and it would modify the schedule for when individual blocks would be developed. **Figure 4, Construction Phasing Plan, Re-Phase Program**, shows the proposed construction phasing for the re-phase program. **Table 2, Comparison of Estimated Construction Schedule, Approved Project and Re-Phase Program**, shows how the proposed three-phase approach to phasing compares to the six-phase approach under the approved project, and **Table 3, Comparison of Estimated Construction Schedule by Block**, depicts how the construction schedule of individual blocks (vertical construction) would change under the re-phase program. **Table 4, Re-Phase Program, Detailed Construction Schedule**, provides a breakdown of the construction phasing for land development, open space, and vertical construction.

As shown in Table 2, under the re-phase program, Phase 0 would be similar to that of the approved project, lasting from three to four years between 2020 and 2023. However, Phase 1 would be almost twice as long under the re-phase program, lasting seven years from 2022 through 2028, encompassing the durations of the first two and a half phases under the approved project. Phase 2 would last six years, from 2026 through 2031, which corresponds approximately with the timing of the approved project's Phase 3, most of Phase 4, and the beginning of Phase 5. Phase 3 would last six years, from 2030 through 2035, which would incorporate the timing of the approved project's end of Phase 4 and all of Phases 5 and 6.

Phase 0 under the re-phase program would be similar to Phase 0 under the approved project, which consists of demolition, site preparation, and rough grading work across the entire site for all development phases and include interim surface parking improvements. It would occur from 2020 to 2023 with a duration of three to four years. Previously, Phase 0 under the approved project included a sub-phase (Phase 0.1) that involved site preparation activities on Blocks 1, 2, and 3 (also known as the "Tank Farm Area"). Recent approvals for site investigation and human health risk assessment for this area in May 2020 by the Regional Water Quality Control Board (see Appendix L to this EIR addendum) have made it possible to fully incorporate Phase 0.1 of the approved project into Phase 0 of the re-phase program construction schedule, removing some of the uncertainty from the previous construction schedule. In addition, some of the earthwork that was previously planned to occur under approved project's Phases 3 and 5 would be moved to Phase 0 under the re-phase program, but the total quantity of earthwork for the project would remain the same as under the approved project. Only limited shoring would be needed for Phase 0, and shoring for construction of the parking garages would occur as part of the building construction for each individual block.



SOURCE: Perkins+Will, 2020

Potrero Power Station Mixed-Use Development Project

Figure 3
Potential Off-Street Parking Supply, Re-Phase Program, No PG&E Subarea



SOURCE: Perkins+Will, 2020

Potrero Power Station Mixed-Use Development Project

Figure 4
Construction Phasing Plan, Re-Phase Program

Table 2 Comparison of Estimated Construction Schedule, Approved Project and Re-Phase Program

YEAR	APPROVED PROJECT						RE-PHASE PROGRAM					
	BLOCK	PHASE					BLOCK	PHASE				
2020	Entire site	0					Entire site	0				
2021	Entire site						Entire site					
2022	Entire site						Entire site					
2023	Entire site, Blocks 8, 9, 12						Entire site, Block 15					
2024	Blocks 8, 9, 12		1				Blocks 2, 7, 15		1			
2025	Blocks 7, 8, 9, 11, 12			2			Blocks 2, 7, 8, 11, 15					
2026	Blocks 7, 8, 9, 11, 12				3		Blocks 2, 7, 8, 11, 12, 15			2		
2027	Blocks 3, 4, 7, 11						Blocks 1, 8, 11, 12, 14					
2028	Blocks 3, 4					4	Blocks 1, 9, 12, 14					
2029	Blocks 3, 4, 5, 15						Blocks 1, 3, 4, 9,					
2030	Blocks 5, 15						Blocks 1, 3, 4, 9					
2031	Blocks 1, 2, 5, 15						Blocks 3, 4, 13					
2032	Blocks 1, 2, 13, 14, 15					5	Blocks 5, 13					
2033	Blocks 1, 2, 13, 14					6	Blocks 5, 13					
2034	Block 13						Blocks 5, 13					
2035	Block 13						Block 13					

NOTE: See Figure 4 for phasing of open space and street segments. The blocks listed reflect years when vertical construction would occur.

Table 3 shows how following Phase 0, under the re-phase program, the order of block-by-block vertical construction would change compared to the approved project. Under the approved project, Phase 1 commences construction on Blocks 8, 9, and 12, followed by Phase 2 construction on Blocks 7 and 11, and Phase 3 construction on Blocks 3 and 4, Phase 4 construction on Blocks 5 and 15, Phase 5 construction on Blocks 1, 2, and 14, and Phase 6 construction on Block 13. Instead, under the re-phase program Phase 1 would start construction on Block 15 followed (in order) by construction on Blocks 2, 7, 8, 11, and 12. Like the approved project, Phase 1 would also include 23rd Street and the southeast shoreline portion of the site, but unlike the approved project, the re-phase program would construct the remainder of the shoreline open space, including the dock, during Phase 2. Under the re-phase program, vertical construction during Phase 2 would start with Blocks 1 and 14, followed by Block 9, and then Blocks 3 and 4. Vertical construction in Phase 3 would start and end with Block 13, with Block 5 constructed in the middle of Phase 3. Another way of looking at the changes is that under the re-phase program, construction of Blocks 1, 2, 7, 14, and 15 would be completed earlier than under the approved project, while Blocks 3, 4, 5, 8, 9, and 12 would be completed later, and Blocks 11 and 13 would be completed at approximately the same time as under the approved project.

Table 3 Comparison of Estimated Construction Schedule, By Block

YEAR	BLOCK													
	1	2	3	4	5	7	8	9	11	12	13	14	15	
Approved Project														
2020														
2021														
2022														
2023							X	X		X				
2024							X	X		X				
2025						X	X	X	X	X				
2026						X	X	X	X	X				
2027			X	X		X			X					
2028			X	X										
2029			X	X	X								X	
2030					X								X	
2031	X	X			X								X	
2032	X	X									X	X	X	
2033	X	X									X	X		
2034											X			
2035											X			
Re-Phase Program														
2020														
2021														
2022														
2023													X	
2024		X				X							X	
2025		X				X	X		X				X	
2026		X				X	X		X	X			X	
2027	X						X		X	X		X		
2028	X							X		X		X		
2029	X		X	X				X						
2030	X		X	X				X						
2031			X	X							X			
2032					X						X			
2033					X						X			
2034					X						X			
2035											X			

NOTE: Schedules for individual block construction indicate vertical development only.

	Phase 0		Phase 4
	Phase 1		Phase 5
	Phase 2		Phase 6
	Phase 3		

Table 4 Re-Phase Program, Detailed Construction Schedule

PHASE	BLOCK	LAND DEVELOPMENT		VERTICAL DEVELOPMENT		OPEN SPACE		DURATION (YEARS)
		START	FINISH	START	FINISH	START	FINISH	
0	all	2020	2023	NA	NA	NA	NA	4
1		2022	2027			2025	2029	8
	2			2026	2028			
	7			2023	2026			
	8			2026	2028			
	11			2025	2027			
	12			2027	2029			
	15			2023	2026			
2		2027	2029			2028	2031	5
	1			2029	2031			
	3			2029	2031			
	4			2028	2029			
	9			2029	2030			
	14			2029	2030			
3		2030	2031			2033	2035	6
	5			2031	2034			
	13			2031	2035			

SOURCE: California Barrel Company, 2020.

Table 5, Comparison of Construction Phasing, Approved Project and Re-Phase Program, lists the same construction phasing information for the re-phase program as shown in Tables 2 and 3, but it also includes the construction phasing details for the with and without PG&E subarea scenarios for both the approved project and the re-phase program. Under the no PG&E scenario of the re-phase program, similar to the no PG&E scenario of the approved project, overall construction duration would be reduced by two years, with all of the reduction occurring in Phase 3, as shown in Table 5.

Similar to the approved project, all start and finish dates for construction of the re-phase program would be affected by market conditions, PG&E's and the project sponsor's remediation process as required by applicable laws and regulations, and the City's permitting process, among other factors.

Other Scenarios Analyzed

As described in the Final EIR Chapter 9, (pp. 9-39 to 9-43), the impact analysis of the approved project provides for the reasonable worst-case analysis by considering the full range of uses that could be implemented under the proposed flexible land use program designated for specific development blocks. Similar to the approved project, the re-phase program would include flexible land uses on Block 9—either hotel or residential— and therefore, there would be a maximum residential scenario and a maximum office scenario to reflect the full range of potential uses. The descriptions of the approved project and re-phase program as depicted in Table 1 reflect hotel uses, which represents the maximum office scenario, and Appendix M, attached to this EIR addendum, presents the detailed assumptions for the maximum residential scenario of the re-phase program. Table 6, Comparison of Potential Residential and Employment Population, Approved Project and Re-Phase Program, shows that under the

Table 5 Comparison of Construction Phasing, Approved Project and Re-Phase Program

CHARACTERISTIC	APPROVED PROJECT		RE-PHASE PROGRAM	
	WITH PG&E SUBAREA	NO PG&E SCENARIO	WITH PG&E SUBAREA	NO PG&E SCENARIO
Construction Start Date	2020	Same as project	Same as project	Same as project
Construction End Date	2035	2033	Same as project w PGE	Same as project, no PGE
Total Construction Duration, years	16	14	Same as project w PGE	Same as project, no PGE
Construction phases, number of phases	6 phases, plus Phase 0	5 phases, plus Phase 0	3 phases, plus Phase 0	3 phases, plus Phase 0
Phase 0, years and affected portion of site	2020 – 2023 entire site	2020 – 2023 entire site minus PGE	Same as project w PGE	Same as project no PGE
Phase 1, years and affected portion of site	2023 – 2026 Blocks 8, 9, 12, 23rd St	Same as project w PGE	2022 – 2028 Blocks 2, 7, 8, 11, 12,15, 23rd St, The Point	Same as re-phase w PGE
Phase 2, years and affected portion of site	2025 – 2027 Blocks 7, 11	Same as project w PGE	2026 – 2031 Blocks 1, 3, 4, 9,14	2026 – 2031 Blocks 1, 3, 4, 9
Phase 3, years and affected portion of site	2026 – 2029 Blocks 3, 4	Same as project w PGE	2030 – 2035 Blocks 5, 13	2030 – 2033 Block 5
Phase 4, years and affected portion of site	2028 – 2032 Blocks 5, 15	Same as project w PGE	NA	NA
Phase 5, years and affected portion of site	2031 – 2033 Blocks 1, 2, 14	2031 – 2033 Blocks 1, 2	NA	NA
Phase 6, years and affected portion of site	2031 – 2035 Block 13	NA	NA	NA

NOTES:

1. The terms used in this table have a different meaning from what is used in Table 9-1 in the Final EIR. In this table, the term “project” refers to the approved project. In Table 9-1 in the Final EIR, the approved project is referred to as the “project variant,” and the terms “proposed project” or “project” refer to an earlier version of the project that was analyzed in the Draft EIR.
2. All start/finish dates are approximate and could be affected by market conditions, PG&E’s remediation process (as may be required by applicable laws and regulations), the City’s permitting process, among other factors

SOURCE: California Barrel Company, 2019 and 2020.

Table 6 Comparison of Approved Project and Re-Phase Program Maximum Residential and Employment Population

POPULATION METRIC	APPROVED PROJECT, FLEX BLOCK SCENARIO		RE-PHASE PROGRAM, FLEX BLOCK SCENARIO	
	MAXIMUM RESIDENTIAL	MAXIMUM OFFICE	MAXIMUM RESIDENTIAL	MAXIMUM OFFICE
Total residents	6,238	5,904	5,956	5,623
Total employees	5,211	5,431	5,176	5,395

re-phase program, both the maximum residential and maximum employment populations would be *less* than the population assumptions used in the Final EIR impact analysis for the approved project. Therefore, in all cases where these scenarios are used in the Final EIR to analyze the potential impacts of the approved project, the impact analysis already represents the reasonable worst-case analysis, and those impacts under the re-phase program would be similar to or less severe than those identified in the Final EIR.

Potential Environmental Effects of the Proposed Re-Phase Program

As described above, the proposed change to the approved project is an amendment of the project's phasing plan, which would primarily result in changes in the approach to, timing for and geographic extent of construction phases compared to the approved project. The order of development of the project's blocks would be amended, but there would be no changes to the overall magnitude or duration of construction activities. There would also be minor changes in gross square footage of certain land uses, but no changes to the permitted location or nature of land uses. Therefore, the discussion below provides a detailed analysis of potential impacts only on the three resources that could be potentially affected by the proposed changes — transportation and circulation; noise; and air quality. Impacts related to all other resource topics, listed below, would be the same or less severe under the proposed re-phase program. Therefore, for the reasons noted, the analysis, conclusions, and significance determination of the impacts of the approved project identified in the Final EIR for the following resource areas would also apply to the re-phase program, with or without development of the PG&E subarea, and no further analysis is required.

- **Land Use and Land Use Planning** — None of the proposed changes in the re-phase program would affect the features of the approved project that were used in the Final EIR analysis of land use impacts. The re-phase program would not result in changes to the approved project's buildings and infrastructure, land use controls, street grid, dimensions or locations of blocks, design standards and guidelines, and/or permitted building heights. Therefore, the impacts described in the Final EIR related to physically dividing an established community and to conflicts with applicable land use plans would apply to the re-phase program, with or without development of the PG&E subarea, with no changes.
- **Population and Housing** — The proposed changes in the re-phase program would have minimal effect on the assumptions, analysis, and results of the population and housing impact analysis in the Final EIR. Construction impacts on population and housing were based solely on construction of the project as a whole through buildout, and the change in approach to construction phasing does not affect any of the assumptions or analysis used in evaluating construction impacts. Operational impacts were based on worst-case buildout assumptions, and the proposed changes in the gross square footage of various land uses would not affect the analysis or conclusion of operational impacts. As shown in Table 6, these slight changes would result in less population than the maximum resident and employee growth scenarios that were analyzed in the Final EIR. Therefore, the impacts of the proposed re-phase program related to population and housing would be similar to or less severe than what is described in the Final EIR, and the impact conclusions would apply to the re-phase program, with or without development of the PG&E subarea, with no changes.
- **Cultural Resources** — None of the proposed changes in the re-phase program would affect the features of the approved project that were used in the Final EIR analysis of cultural resources impacts. The proposed changes would affect only the timing of construction at various locations within the project site, but they would not affect the type of or magnitude of construction activities. Therefore, the impacts described in the Final EIR related to archeological resources, human remains, and tribal cultural resources would apply to the

re-phase program, with or without development of the PG&E subarea. Similarly, the proposed changes would affect only the timing of construction, particularly Station A which would be constructed six years earlier than anticipated in the Final EIR, but they would not affect the treatment of historical architectural resources that will occur under the approved project. Therefore, the impacts described in the Final EIR related to historic architectural resources would apply to the re-phase program, with or without development of the PG&E subarea, with no changes.

- **Greenhouse Gas Emissions** — None of the proposed changes in the re-phase program would affect the features of the approved project that were used in the Final EIR analysis of greenhouse gas emissions impacts. The proposed changes would affect only the timing of construction at various locations within the project site, but they would not affect the nature or magnitude of construction activities, and long-term operations of the re-phase program at buildout would be substantially the same as what is expected to occur under the approved project, though with a somewhat reduced gross square footage of development. Therefore, the impacts of the proposed re-phase program related to greenhouse gas emissions would be similar to or slightly less severe than what is described in the Final EIR, and the impact conclusions would apply to the re-phase program, with or without development of the PG&E subarea, with no changes.
- **Wind and Shadow** — None of the proposed changes in the re-phase program would affect the features of the approved project that were used in the Final EIR analysis of wind and shadow impacts. None of the proposed changes would affect the project's buildings and infrastructure, design standards and guidelines, block locations, or building heights, so there would be no changes in the long-term operational wind and shadow effects at buildout under the re-phase program from what was analyzed in the Final EIR. The only change would be to the construction schedule of individual buildings. While the modified schedule could result in differences in interim localized wind impacts during the 16-year construction period from what could occur under the approved project, the Final EIR addresses the potential for unforeseen and potentially significant interim wind impacts and includes a mitigation measure for such impacts; this mitigation measure also applies to the re-phase program. Therefore, the impacts described in the Final EIR related to wind and shadow would apply to the re-phase program, with or without development of the PG&E subarea, with no changes.
- **Recreation** — None of the proposed changes in the re-phase program would affect the features of the approved project that were used in the Final EIR's analysis of impacts to recreational resources. The re-phase program would not make any changes to the open space or other recreational resources included in the approved project. As described in Table 6, the proposed minor changes in land uses would result in a slightly smaller increase in population than the maximum resident growth scenario that was analyzed in the Final EIR. Therefore, the impacts of the proposed re-phase program related to recreational resources would be similar to or slightly less severe than what is described in the Final EIR, and the impact conclusions would apply to the re-phase program, with or without development of the PG&E subarea, with no changes.
- **Utilities and Service Systems** — The re-phase program would not include any changes to the infrastructure improvements included in the approved project. As described in Table 6, the proposed minor changes in land uses would result in slightly less population than the maximum resident and employee growth scenarios that were analyzed in the Final EIR. Therefore, the impacts of the proposed re-phase program related to water supply, wastewater, storm water, and solid waste would be similar to or slightly less severe than what is described in the Final EIR, and the impact conclusions would apply to the re-phase program, with or without development of the PG&E subarea, with no changes.
- **Public Services** — The proposed changes in the re-phase program would have minimal effect on the assumptions, analysis, and results of the public services impact analysis in the Final EIR. The re-phase program would include minor changes in the gross square footages for various land uses, but, as shown in

Table 6, these slight changes would result in a slightly smaller population increase than under the maximum resident and employee growth scenarios that were analyzed in the Final EIR. Therefore, the impacts of the proposed re-phase program related to police protection, fire protection, schools and other services would be similar to or slightly less severe than what is described in the Final EIR, and the impact conclusions would apply to the re-phase program, with or without development of the PG&E subarea, with no changes.

- **Biological Resources** — None of the proposed changes in the re-phase program would affect the features of the approved project that were used in the Final EIR analysis of biological resources impacts. The re-phase program would make no changes to the approved project's plans for demolition of existing structures, shoreline improvements, infrastructure and building improvements, and open space. Therefore, the impacts of the proposed re-phase program related to biological resources would be the same as what is described in the Final EIR, and the impact conclusions would apply to the re-phase program, with or without development of the PG&E subarea, with no changes.
- **Geology, Soils, and Paleontological Resources** — None of the proposed changes under the re-phase program would affect the project features with the potential to affect geological resources since there are no changes to the nature or magnitude of construction activities or in the structural design of the buildings and foundations. Therefore, the impacts described in the Final EIR related to geology, soils, and paleontological resources would apply to the re-phase program, with or without development of the PG&E subarea, with no changes.
- **Hydrology and Water Quality** — None of the proposed changes in the re-phase program would affect the features of the approved project that were used in the Final EIR analysis of hydrology and water quality impacts. The nature and magnitude of construction activities would be the same as for the approved project, with the re-phase program only modifying the schedule of the various construction activities. Similarly, building design and operation at buildout would be essentially the same, and the re-phase program would also rely on the same design guidelines and requirements for construction within a flood zone. Therefore, the impacts described in the Final EIR related to hydrology and water quality would apply to the re-phase program, with or without development of the PG&E subarea, with no changes.
- **Hazards and Hazardous Materials** — None of the proposed changes in the re-phase program would affect the features of the approved project that were used in the Final EIR analysis of hazards and hazardous materials impacts. The nature and magnitude of construction activities would be the same as for the approved project, with the re-phase program only modifying the schedule of the various construction activities. Similarly, the land uses and building design and operation at buildout would be essentially the same. The approach for addressing contamination encountered during the course of development activities set forth in the sitewide Risk Management Plan anticipated to be approved in the fall of 2020 (as described in Appendix L to this addendum) is consistent with the approach described in the Final EIR. Therefore, the impacts described in the Final EIR related to hazards and hazardous materials would apply to the re-phase program, with or without development of the PG&E subarea, with no changes.
- **Mineral and Energy Resources** — None of the proposed changes in the re-phase program would affect the features of the approved project that were used in the Final EIR analysis of mineral and energy impacts. The proposed changes would affect only the timing of construction at various locations within the project site, but they would not affect the nature or magnitude of construction activities, and long-term operations of the re-phase program at buildout would be substantially the same as what is expected to occur under the approved project, though with a somewhat reduced gross square footage of development. Therefore, the impacts of the proposed re-phase program related to energy resources would be similar to or slightly less severe than what is

described in the Final EIR, and the impact conclusions would apply to the re-phase program, with or without development of the PG&E subarea, with no changes.

- **Alternatives** — Because the re-phase program would not result in any new or more severe environmental impacts compared to what was analyzed in the Final EIR, the alternatives analysis presented in the Final EIR also applies to the re-phase program, with or without development of the PG&E subarea, and no further alternatives analysis is required.

The detailed analyses of the potential impacts of the re-phase program compared to the approved project with respect to transportation and circulation; noise and vibration; and air quality are presented below.

Transportation and Circulation

Transportation impacts of the approved project are described in EIR Chapter 9, Section 9.D.5, and as described below, transportation impacts of the re-phase program, including the no PG&E scenario, would be similar. The re-phase program would not result in any new or substantially more severe transportation effects than those identified for the approved project in the Final EIR. As described in this section, all of the transportation significance determinations identified for the approved project in the Final EIR would apply to the re-phase program, and essentially the same mitigation and improvement measures required under the approved project would also be required under the re-phase program. See Section 9.D.5 of the Final EIR (EIR pp. 9-58 to 9-68) for a more detailed description of the approved project's transportation impacts and mitigation and improvement measures.

SUMMARY OF TRANSPORTATION IMPACTS OF APPROVED PROJECT

The Final EIR did not identify any significant transportation impacts of the approved project related to construction, vehicle miles traveled (VMT), traffic hazards, regional transit operations, bicycling, and emergency access, and did not require any mitigation measures. The Final EIR identified significant impacts of the approved project related to Muni transit operations and walking/accessibility, and mitigation measures were identified. With implementation of the mitigation measures, the walking/accessibility impacts would be reduced to less than significant, however, impacts on Muni transit operations would remain significant and unavoidable.

RE-PHASE PROGRAM TRAVEL DEMAND

As described above and shown in Table 1, Comparison of Approved Project and Re-Phase Program Land Uses, the re-phase program would provide an additional 17,366 square feet of office space to the 814,240 square feet included as part of the approved project. In addition, the re-phase program would provide 124 fewer residential units than the approved project, 3,000 fewer square feet of PDR uses, 24,225 fewer square feet of retail uses, and 8,000 fewer square feet of community center uses. Based on the same methodology used for the approved project, the re-phase program travel demand was calculated to reflect the change in person and vehicle trips from that of the approved project due to the differences in re-phase program land uses. **Table 7, Approved Project and Re-phase Program Trip Generation by Mode and Time Period – External Trips Only**, presents the comparison of person and vehicle trips for the approved project as presented in Table 9-6 (EIR p. 9-59) and trip generation with those of the re-phase program. The travel demand calculations for the re-phase program are included in Appendix C.2.

As shown on Table 7, compared to the approved project, the re-phase program would result in fewer daily, a.m. peak hour, and p.m. peak hour person trips. Table 7 also shows that the number of external (trips traveling to and from the project site, not including trips internal to the site) daily person trips would decrease by 10,734 trips (a

decrease of 16.3 percent), while daily vehicle trips would decrease by 2,748 vehicle trips (a decrease of 14.4 percent) from the approved project. Peak hour person trips would decrease by 204 person trips during the a.m. peak hour and by 1,088 person trips during the p.m. peak hour, while vehicle trips would decrease by 67 vehicle trips during the a.m. peak hour and by 292 vehicle trips during the p.m. peak hour. The change from the approved project in person trips by all modes represents a decrease of 4.0 percent during the a.m. peak hour, and a decrease of 14.6 percent during the p.m. peak hour.

Table 7 Approved Project and Re-Phase Program Trip Generation by Mode and Time Period – External Trips Only^{a,b}

TIME PERIOD/APPROVED PROJECT/ RE-PHASE PROGRAM/NO PG&E SCENARIO	PERSON TRIPS BY TRAVEL MODE				VEHICLE TRIPS
	AUTO	TRANSIT	OTHER ^c	TOTAL	
Daily					
Approved Project	32,510	15,706	17,515	65,731	19,113
Re-Phase Program	27,190	13,915	13,893	54,997	16,365
% Change compared to the Approved Project	-16.4%	-11.4%	-20.7%	-16.3%	-14.4%
Re-Phase Program No PG&E Scenario	26,348	12,275	14,573	53,197	14,865
% Change compared to the Approved Project	-19.0%	-21.8%	-16.8%	-19.1%	-22.2%
a.m. Peak Hour					
Approved Project	2,498	1,822	833	5,154	1,897
Re-Phase Program	2,405	1,761	783	4,950	1,830
% Change compared to the Approved Project	-3.7%	-3.4%	-6.0%	-4.0%	-3.5%
Re-Phase Progrqm No PG&E Scenario	2,030	1,374	653	4,057	1,465
% Change compared to the Approved Project	-18.8%	-24.6%	-21.6%	-21.3%	-22.8%
p.m. Peak Hour					
Approved Project	3,681	2,165	1,628	7,474	2,483
Re-Phase Program	3,152	1,950	1,284	6,386	2,191
% Change compared to the Approved Project	-14.4%	-9.9%	-21.1%	-14.6%	-11.7%
Re-Phase Program No PG&E Scenario	2,905	1,606	1,274	5,786	1,886
% Change compared to the Approved Project	-21.1%	-25.8%	-21.7%	-22.6%	-24.0%

NOTES

^a Numbers may not sum to total due to rounding.

^b External trips are those whose origin or destination is outside the project site.

^c Other modes include walk, bicycle, motorcycle, and additional modes such as taxis.

SOURCE: Estimation of Potrero Power Station Re-Phase Program Travel Demand, July 2020. See Appendix C.2.

Under the no PG&E scenario, the overall land use plan would be similar to the re-phase program but reduced in scale with 1,160 fewer residential units and 20,000 fewer square feet of PDR space. As shown in Table 7, the number of external trips traveling to and from the project site by all travel modes would be less for the re-phase program's no PG&E scenario than for the approved project (e.g., on a daily basis there would be a decrease in the number of total person trips of about 19.1 percent from the approved project, and a decrease in the number of vehicle trips of about 22.2 percent from the approved project).

Similar to the approved project, the re-phase program would include development controls for the site that would allow for flexibility of uses on certain blocks, depending on future market conditions. The travel demand analysis for the approved project in the Final EIR developed a combined scenario which selected the maximum number of

inbound and outbound vehicle and transit trips among the approved project and flex block analysis scenarios, and the quantitative analysis for the approved project's transit, air quality, and noise impacts assumed the maximum number of trips under the approved project combined scenario. Similar to the approved project, the re-phase program would include flexible land uses for either hotel use or residential use on Block 9. Therefore, similar to the analysis for the approved project, to account for the potential differences in uses on Block 9, the travel demand analysis was conducted for an additional land use program scenario for the re-phase program to determine whether the possible changes in the flex block would generate more travel demand than used in the quantitative analysis for the approved project. As with the approved project, a re-phase program combined scenario was developed which consists of the maximum inbound and outbound vehicle and transit trips during each peak hour of analysis. This analysis is presented on **Table 8, Approved Project and Re-phase Program Vehicle and Transit Trip Generation Used in Quantitative Analysis**. As shown on Table 8, the number of vehicle and transit trips for the re-phase program's combined scenario are less than those used in the approved project's combined scenario (i.e., 66 fewer vehicle trips and 61 fewer transit trips during the a.m. peak hour, and 299 fewer vehicle trips and 219 fewer transit trips during the p.m. peak hour.) Because the re-phase program combined scenario would generate fewer vehicle and transit trips than the approved project combined scenario, the quantitative operational analyses results for the approved project presented in the Final EIR represents a more conservative scenario of the quantitative operational analyses for the re-phase program with or without development of the PG&E subarea.

Table 8 Approved Project and Re-Phase Program Vehicle and Transit Trip Generation Used in Quantitative Analysis^{a,b}

TRIP TYPE/APPROVED PROJECT/ RE-PHASE PROGRAM	A.M. PEAK HOUR			P.M. PEAK HOUR		
	INBOUND	OUTBOUND	TOTAL	INBOUND	OUTBOUND	TOTAL
Vehicle Trips						
Approved Project	1,073	825	1,897	1,167	1,315	2,483
Re-Phase Program	1,047	783	1,830	1,029	1,163	2,191
Approved Project Combined Scenario	1,073	848	1,920	1,184	1,315	2,499
Re-Phase Program Combined Scenario	1,047	807	1,854	1,037	1,163	2,200
Transit Trips						
Approved Project	969	853	1,822	1,075	1,090	2,165
Re-Phase Program	947	814	1,761	970	979	1,950
Approved Project Combined Scenario	969	878	1,846	1,096	1,090	2,185
Re-Phase Program Combined Scenario	947	838	1,785	986	979	1,966

NOTE:

^a Numbers may not sum to total due to rounding. Includes only external trips with origins or destinations outside of the project site.

^b As shown on Table 7, the no PG&E scenario would also generate fewer vehicle and transit trips than the approved project (i.e., 432 fewer a.m. peak hour and 597 p.m. peak hour vehicle trips, and 448 fewer a.m. peak hour and 559 p.m. peak hour transit trips).

SOURCE: Estimation of Potrero Power Station Re-Phase Program Travel Demand, July 2020. See Appendix C.2.

CONSTRUCTION-RELATED TRANSPORTATION IMPACTS

The re-phase program would include similar construction activities as the approved project presented in **Impact TR-1** (EIR pp. 9-61 and 4.E-58 to 4.E-62) because the re-phase program would involve construction of a similar number of buildings and buildout of the internal street network as the approved project. Under the re-phase program, the total building area would decrease by 4 percent from the approved project. The construction duration of the re-phase program would be the same as the approved project (16 years), however,

the re-phase program would alter the timing of the construction phasing of the project, reducing the number of development phases from six to three. Under the no PG&E scenario, fewer buildings would be constructed and thus the construction duration would be two years shorter (14 years) than the approved project (16 years). Average construction-related haul and vendor truck traffic increases on local access streets under the re-phase program would be expected to be similar to what was assumed for the approved project, but in general, phasing changes and durations under the re-phase program would likely alter the timing of truck traffic increases but not their extent.

Therefore, similar to the approved project, the construction-related transportation impacts of the re-phase program, with or without development of the PG&E subarea, would be *less than significant* both individually (**Impact TR-1**) and cumulatively (**Impact C-TR-1**). Improvement Measure I-TR-A (Construction Management Plan and Public Updates) (EIR p. 4.E-61) identified for the approved project, would be applicable to the re-phase program.

VMT IMPACTS

As described for the approved project in **Impact TR-2** (EIR pp. 9-62 and 4.E-62 – 4.E-63), the re-phase program would be located in an area of the city where the existing vehicle miles traveled (VMT) is more than 15 percent below the existing regional average for residential and non-residential uses. In addition, the project site meets the “Proximity to Transit” screening criterion, which also indicates that the proposed uses under the re-phase program would not result in substantial additional VMT. As presented in Table 7 above, the re-phase program would generate between 14.4 and 22.2 percent fewer daily vehicle trips than the approved project and therefore would generate less daily VMT than the approved project. The re-phase program would include a transportation demand management (TDM) plan that would be essentially the same as the TDM plan for the approved project. In addition, similar to the approved project, the re-phase program’s features that would alter the transportation network would fit within the general types of projects that would not substantially induce automobile travel (e.g., buildout of the internal street network, reconstruction of the sidewalks and bicycle lanes, and new traffic signals). Therefore, similar to the approved project, the impacts of the re-phase program, with or without development of the PG&E subarea, related to VMT would be *less than significant* both individually (**Impact TR-2**) and cumulatively (**Impact C-TR-2**).

TRAFFIC HAZARD IMPACTS

Traffic hazard impacts associated with the re-phase program would be similar to the approved project, as described in **Impact TR-3** (EIR pp. 9-62 to 9-63 and 4.E-63 to 4.E-66), and like the approved project, these impacts would be less than significant. As with the approved project, street network designs and transportation features of the buildings (e.g., curb cuts and driveway widths) would be required to undergo more detailed design and review to ensure that they are designed to meet City design standards. The street designs of the re-phase program would be subject to approval by the San Francisco Municipal Transportation Agency (SFMTA), Public Works, and Fire Department, along with other City agencies, so that the streets are designed consistent with City policies and design standards and do not result in traffic hazards. Under the re-phase program, the location of curb cuts and driveway widths would remain the same as for the approved project, with the exception of Block 15. Under the re-phase program, the off-street parking facility and driveway on Block 15 would be eliminated, however, the curb cuts would be replaced by a wider curb cut for multiple at-grade loading spaces. The loading spaces and associated curb cut would be designed consistent with SFMTA design specification for wider curb cuts, and therefore would not result in traffic hazards.

The re-phase program would result in a net reduction of 63 off-street vehicle parking spaces from the approved project (a total of 339 fewer vehicle parking spaces on Blocks 7, 8, and 15, and a total of 276 more vehicle parking

spaces on Blocks 5, 11, and 12). The total number of vehicle parking spaces on Block 11 would increase from 86 for the approved project to 121 under the re-phase program, while the number of parking spaces on Block 12 would increase from 15 for the approved project to 67 under the re-phase program. However, driveway access and design specifications for the driveways on these blocks would remain the same as under the approved project, and therefore the limited increase in vehicle parking spaces on these blocks would not result in traffic hazards. Under the re-phase program, the proposed district parking garage on Block 5 would have 189 more vehicle parking spaces (i.e., 1,008 vehicle parking spaces) than the approved project. However, similar to the approved project, the district parking garage under the re-phase program with or without development of the PG&E subarea would accommodate vehicle queuing onsite without spilling back into the adjacent travel lanes on Georgia Lane or Humboldt Street or blocking sidewalks. Improvement Measure I-TR-B (Monitoring and Abatement of Queues) (EIR p. 4.E-65), identified for the approved project, would also be applicable to the re-phase program with or without development of the PG&E subarea.

Under the re-phase program, the street network within the project site would be the same as for the approved project. In addition, similar to the approved project, the re-phase program would include new traffic signals at the intersections of Illinois Street/23rd Street and Illinois Street/Humboldt Street. Similar to the approved project, under the no PG&E scenario, the westernmost portion of Humboldt Street would not connect to Illinois Street and instead, there would be a turnaround at the west end of Humboldt Street north of Block 5. In addition, Georgia Street would not connect to 22nd Street, and the western end of Craig Lane would terminate at Louisiana Street, and the intersection of Illinois Street/Humboldt Street would not be signalized under the no PG&E scenario. Under the re-phase program, with or without development of the PG&E subarea, the street network would be designed consistent with the Better Streets Plan to prioritize safe bicycle and pedestrian travel within the site, limit curb cuts into garages and loading facilities, and provide adequate turning radii and sight distances at intersections and driveways.

The re-phase program would generate between 14.4 and 22.2 percent fewer daily vehicle trips than the approved project (16,365 daily vehicle trips for the re-phase program and 14,865 daily vehicle trips for the no PG&E scenario, compared to 19,113 vehicle trips for the approved project), and similar to what was described in the Final EIR for the approved project, increases in traffic volumes on the surrounding roadways would not be considered a traffic hazard. Therefore, similar to the approved project, the impacts of the re-phase program, with or without development of the PG&E subarea, related to traffic hazards would be *less than significant* both individually (**Impact TR-3**) and cumulatively (**Impact C-TR-3**).

TRANSIT IMPACTS

Transit impacts for the re-phase program would be similar to those described in the Final EIR for the approved project in **Impacts TR-4 through TR-6** (EIR pp. 9-63 to 9-65 and pp. 4.E-66 to 4.E-76). Similar to the approved project, the re-phase program would include transit shuttle service between the project site and Caltrain's 22nd Street station and BART's 16th Street station or other destinations pending route discussions between the project sponsor and the SFMTA, and a shuttle stop/bus layover facility would be provided within the project site. On a daily basis, the re-phase program would generate between 11.4 and 21.8 percent fewer transit trips than the approved project. During the weekday a.m. peak hour, the re-phase program would generate 1,761 transit trips compared to 1,822 transit trips for the approved project (i.e., 61 fewer transit trips), and during the weekday p.m. peak hour the re-phase program would generate 1,950 transit trips compared to 2,165 transit trips for the approved project (i.e., 215 fewer transit trips). The no PG&E scenario would also generate fewer transit trips than the approved project (i.e., 3,431 fewer daily transit trips, 448 fewer a.m. peak hour transit trips and 559 fewer p.m. peak hour transit trips than the approved project).

Although the re-phase program, with or without development of the PG&E subarea, would generate fewer vehicle trips than the approved project, similar to **Impact TR-5** for the approved project, the re-phase program, with or without development of the PG&E subarea, would still result in significant impacts on Muni transit operations on the 22 Fillmore and 48 Quintara/24th Street bus routes due to increases in transit travel times. Therefore, Mitigation Measure M-TR-5, Implement Measures to Reduce Transit Delay (EIR p. 4.E-72), would be applicable to the re-phase program with or without development of the PG&E subarea. Similar to the approved project, because it is not certain that implementation of this mitigation measure would reduce project-generated vehicles to mitigate significant impacts of the re-phase program to less-than-significant levels, the impact of the re-phase program, with or without development of the PG&E subarea, on Muni transit operations would be *significant and unavoidable with mitigation* both individually (**Impact TR-5**) and cumulatively (**Impact C-TR-5**).

Mitigation Measure M-TR-5 has been modified (new text shown in double underline) for the re-phase program to reflect the change in phasing and the number of weekday p.m. peak hour vehicle trips by phase, as follows:

Mitigation Measure M-TR-5 (Re-Phase Program): Implement Measures to Reduce Transit Delay

Performance Standard. The project sponsor shall be responsible for implementing transportation demand management (TDM) measures to limit the number of project-generated vehicle trips during the p.m. peak hour to a maximum of 89 percent of the EIR-estimated values of each of the phases of project development (performance standard), as shown in the table below. The number of vehicle trips by phase to meet the above stated performance standard shall be included in the approved TDM Plan.

PROJECT DEVELOPMENT PHASE	MAXIMUM P.M. PEAK HOUR VEHICLE TRIPS			
	RE-PHASE PROGRAM		NO PG&E SUBAREA SCENARIO	
	PHASE TOTAL	RUNNING TOTAL	PHASE TOTAL	RUNNING TOTAL
Phase 1	<u>1,020</u>	<u>1,020</u>	<u>1,020</u>	<u>1,020</u>
Phase 2	<u>400</u>	<u>1,420</u>	<u>370</u>	<u>1,390</u>
Phase 3	<u>530</u>	<u>1,950</u>	<u>290</u>	<u>1,680</u>

Monitoring and Reporting. Within one year of issuance of the project's first certificate of occupancy, the project sponsor shall retain a qualified transportation consultant approved by the SFMTA to begin monitoring daily and p.m. peak period (4 p.m. to 7 p.m.) vehicle trips in accordance with an SFMTA and San Francisco Planning Department agreed upon monitoring and reporting plan, which shall be included as a part of the approved TDM Plan. The vehicle data collection shall include counts of the number of vehicles entering and exiting the project site on internal streets at the site boundaries on 22nd, Illinois, and 23rd streets for three weekdays. The data for the three weekdays (Tuesday, Wednesday or Thursday) shall be averaged, and surveys shall be conducted within the same month annually. A document with the results of the annual vehicle counts shall be submitted to the Environmental Review Officer and the SFMTA for review within 30 days of the data collection, or with the project's annual TDM monitoring report as required by the TDM Plan (if the latter is preferable to Environmental Review Officer in consultation with the SFMTA).

The project sponsor shall begin submitting monitoring reports to the Planning Department 18 months following 75 percent occupancy of the first phase. Thereafter, annual monitoring reports shall be submitted (referred to as "reporting periods") until eight consecutive reporting periods show that the fully built project has met the performance standard, or until expiration of the project's development agreement, whichever is earlier.

If the City finds that the project exceeds the stated performance standard for any development phase, the project sponsor shall select and implement additional TDM measures in order to reduce the number of project-generated vehicle trips to meet the performance standard for that development phase. These measures could include expansion of measures already included in the project's proposed TDM Plan (e.g., providing additional project shuttle routes to alternative destinations, increases in tailored transportation marketing services, etc.), other measures identified in the City's TDM Program Standards Appendix A (as such appendix may be amended by the Planning Department from time to time) that have not yet been included in the project's approved TDM Plan, or, at the project sponsor's discretion, other measures not included in the City's TDM Program Standards Appendix A that the City and the project sponsor agree are likely to reduce peak period driving trips.

For any development phase where additional TDM measures are required, the project sponsor shall have 30 months to demonstrate a reduction in vehicle trips to meet the performance standard. If the performance standard is not met within 30 months, the project sponsor shall submit to the Environmental Review Officer and the SFMTA a memorandum documenting proposed methods of enhancing the effectiveness of the TDM measures and/or additional feasible TDM measures that would be implemented by the project sponsor, along with annual monitoring of the project-generated vehicle trips to demonstrate their effectiveness in meeting the performance standard. The comprehensive monitoring and reporting program shall be terminated upon the earlier of (i) expiration of the project's development agreement, or (ii) eight consecutive reporting periods showing that the fully built project has met the performance standard. However, compliance reporting for the City's TDM Program shall continue to be required.

If the additional TDM measures do not achieve the performance standard, then the City shall impose additional measures to reduce vehicle trips as prescribed under the development agreement, which may include on-site or off-site capital improvements intended to reduce vehicle trips from the project. Capital measures may include, but are not limited to, peak period or all-day transit-only lanes (e.g., along 22nd Street), turn pockets, bus bulbs, queue jumps, turn restrictions, pre-paid boarding pass machines, and/or boarding islands, or other measures that support sustainable trip making.

The monitoring and reporting plan described above may be modified by the Environmental Review Officer in coordination with the SFMTA to account for transit route or transportation network changes, or major changes to the development program. The modification of the monitoring and reporting plan, however, shall not change the performance standard set forth in this mitigation measure."

The re-phase program, with or without development of the PG&E subarea, would not affect regional transit operations. Therefore, similar to the approved project, the impact of the re-phase program with or without development of the PG&E subarea on regional transit operations would be *less than significant*, both individually (Impact TR-6) and cumulatively (Impact C-TR-6).

WALKING/ACCESSIBILITY IMPACTS

Walking/accessibility impacts for the re-phase program would be similar to those described in the Final EIR for the approved project in **Impact TR-7** (EIR pp. 9-66 and 4.E-76 to 4.E-78). The re-phase program would have the same street network changes within the project site and offsite improvements as under the approved project (e.g., signalization of the intersections of Illinois Street/23rd Street and Illinois Street/Humboldt Street, sidewalk reconstruction on the east side of Illinois Street between Humboldt and 23rd streets) to accommodate pedestrian travel within and adjacent to the project site. Similar to the approved project, under the no PG&E

scenario of the re-phase program, the street network would not include a connection between the project site at Illinois Street via Humboldt Street, and would not include Georgia Street between Humboldt and 22nd streets. However, same as the approved project, the no PG&E scenario would include sidewalk reconstruction on the east side of Illinois Street between 22nd and 23rd streets, in addition to the portion between Humboldt and 22nd streets under the approved project.

As for the approved project, the re-phase program would implement daylighting at intersections (i.e., restricting parking adjacent to corners to enhance visibility for people walking, bicyclists, and drivers at intersections); and driveway access to garages and off-street loading facilities would be located to meet the minimum width and frequency necessary. Under the re-phase program, the total number of off-street vehicle parking spaces would be less than under the approved project (a net decrease of 63 spaces). Under the re-phase program, the number of parking spaces on Blocks 15, 7, and 8 would decrease by 70, 21, and 248 spaces, respectively, while on Blocks 5, 11, and 12, the number of parking spaces would increase by 189, 35, and 52 spaces, respectively. The increase in off-street parking spaces on Blocks 11 and 12 would not substantially increase vehicle activity at the garage driveways on Maryland Street, as the overall number of parking spaces on these blocks would remain relatively low, at 121 parking spaces for Block 11 and 67 parking spaces for Block 12. On Block 5, the number of parking spaces within the district parking garage would increase by 189 spaces. However, as described above, the design of the district parking garage would accommodate vehicle queuing without spilling back into the adjacent travel lanes or blocking sidewalks. Therefore, the changes to the off-street parking supply proposed as part of the re-phase program would not result in hazardous conditions to people walking.

The re-phase program with or without development of the PG&E subarea would generate fewer person trips than the approved project (see Table 7, above). Similar to the approved project, it is anticipated that the existing and proposed pedestrian-related features would accommodate people walking within the site and would not result in hazardous conditions or present barriers to people walking to and from the project site. However, similar to the approved project, the combination of existing conditions at the intersection of Illinois Street/22nd Street, project-generated increases in vehicular travel on Illinois Street, and the large number of people who may be walking between the project site and destinations to the north and west, would result in significant impacts related to pedestrian safety and accessibility. Mitigation Measure M-TR-7 (Improve Pedestrian Facilities at the Intersection of Illinois Street/22nd Street) (EIR p. 4.E-78), would be applicable to the re-phase program. With implementation of this measure, the impacts of the re-phase program, with or without development of the PG&E subarea, on people walking, similar to the approved project, would be *less than significant with mitigation*. Similar to the approved project, the re-phase program, with or without development of the PG&E subarea, would result in *less than significant* cumulative impacts related to people walking (Impact C-TR-7).

BICYCLE IMPACTS

Bicycle impacts for the re-phase program would be similar to those described in the Final EIR for the approved project in **Impact TR-8** (EIR pp. 9-66 to 9-67 and pp. 4.E-78 to 4.E-80). The re-phase program would provide the same or similar on-street and onsite bicycle facilities (e.g., class 1 and class 2 bicycle parking spaces, bicycle lanes), and the re-phase program would generate between 16.8 and 20.7 percent fewer daily bicycle trips than the approved project (13,893 daily trips by bicycle for the re-phase program and 14,573 daily trips by bicycle for the re-phase program no PG&E scenario, compared to 17,515 trips by bicycle for the approved project). Similar to the approved project, the no PG&E scenario would also not include a connection of Georgia Street between Humboldt Street within the project site and 22nd Street, however, alternate connections would be provided (e.g., Maryland Street). As for the approved project, the street network under the re-phase program would be designed consistent with the Better Streets Plan to prioritize safe bicycle and pedestrian travel within the site, limit

curb cuts into garages and loading facilities, and provide adequate turning radii and sight distances at intersections and driveways.

Compared to the approved project, the re-phase program would decrease the off-street parking supply on Blocks 7, 8, and 15 by 21, 248, and 70 spaces, respectively and would increase the off-street parking supply on Blocks 5, 11, and 12 by 189, 35, and 52 spaces, respectively. Thus, the overall number of off-street parking spaces within the project site under the re-phase program would decrease by 63 spaces from the approved project. The number of parking spaces on Blocks 7 and 8, which would have access from Maryland Street and either Humboldt or Delaware streets would decrease by 269 spaces, while the number of parking spaces on Blocks 11 and 12, which would have access from Maryland Street would increase by 87 spaces. As for the approved project, Maryland Street would contain a bicycle lane in each direction. The re-phase program would not increase the number of driveways on Maryland Street and would not substantially change the number of vehicles accessing off-street parking facilities for Blocks 7, 8, 11, and 12 on Maryland Street. However, the number of parking spaces within the district garage on Block 5, which would have access from both Georgia Lane and Humboldt Street, would increase by 189 spaces. As described above, the increase in the number of parking spaces within the district garage would be accommodated without spilling back onto Humboldt Street or Georgia Lane. Vehicles entering or exiting the district parking garage via Georgia Lane would not cross the bicycle lane located on the east side of Georgia Lane and would not conflict with bicycle travel within the bicycle lane.

Under the re-phase program, off-street parking would be eliminated on Block 15 (a reduction of 70 spaces), and therefore vehicles would not cross the northbound bicycle lane proposed for Georgia Lane¹ as would occur under the approved project. However, under the re-phase program, due to site constraints on Block 15, the on-site loading spaces proposed for this block would be located at street level on Georgia Lane. The at-grade location of the loading spaces would require a wider curb than would occur under the approved project and the wider curb cut would exceed the Design for Development standards. In designing the building and loading facilities on Block 15, the project sponsor would work with SFMTA to minimize the curb cut driveway width and to incorporate features to allow for trucks access and adequate sight distances for drivers and bicyclists on Georgia Lane. Examples of features include sight triangle of a minimum of 10 feet at the driveway, yield lines and/or “Yield to Bikes” signage to identify the potential conflict area and clarify that the bicycle lane has priority over entering or exiting vehicles, and signs at the driveway for exiting vehicles to expect bicycle traffic. Due to the intermittent use of the loading spaces throughout the day and design features of loading spaces, the removal of garage driveways and proposed placement of onsite loading spaces on Georgia Lane on Block 15 would not result in potentially hazardous conditions for bicyclists traveling northbound within the bicycle lane.

Under the re-phase program with or without development of the PG&E subarea, similar to the approved project, it is anticipated that the existing, planned, and proposed bicycle facilities in the project vicinity would be well utilized, and the increase in the number of vehicle trips would not be substantial enough to create potentially hazardous conditions for bicyclists, or interfere with bicycle accessibility. Therefore, similar to the approved project, the impacts of the re-phase program, with or without development of the PG&E subarea, on bicyclists would be *less than significant* both individually (**Impact TR-8**) and cumulatively (**Impact C-TR-8**).

¹ As for the approved project, Georgia Lane would have a 6-foot wide bicycle lane on the east side of the street (northbound direction of travel) and a shared route on the west site (southbound direction of travel).

LOADING IMPACTS

Loading impacts for the re-phase program would be similar to those described in the Final EIR for the approved project in **Impact TR-9** (EIR pp. 9-67 and pp. 4.E-80 to 4.E-83). Similar to the approved project, the re-phase program would include on- and off-street commercial loading spaces and on-street passenger loading/unloading zones to accommodate the projected demand for loading spaces. Subject to SFMTA approval, the re-phase program would provide 20 onsite and 34 on-street commercial loading spaces and 22 on-street passenger loading/unloading zones throughout the project site, the same as the approved project.

The re-phase program would include less development than the approved project and would therefore generate fewer delivery/service vehicle trips (630 daily delivery/service vehicle trips for the re-phase program, compared to 710 delivery/service vehicle trips for the approved project, an 11 percent decrease). These delivery/service vehicle trips would result in a peak loading space demand of 38 spaces, which would be accommodated within the 54 onsite and on-street loading spaces.

Under the no PG&E scenario, 16 onsite and 30 on-street commercial loading spaces and 15 on-street passenger loading spaces would be provided. This scenario would generate 592 daily delivery/service vehicle trips, which would result in a peak commercial loading demand of 36 spaces. This peak loading demand would be accommodated within the 46 onsite and on-street commercial loading spaces.

Since the proposed supply of commercial loading spaces under the re-phase program with or without development of the PG&E subarea would exceed the commercial loading space demand during the peak hour of loading operations, the commercial loading demand would be accommodated without resulting in double-parking of trucks within travel lanes or bicycle lanes, or affect transit, vehicle, bicycle or pedestrian circulation. Therefore, similar to the approved project, the re-phase program would accommodate the commercial and passenger loading demand, and the impacts of the re-phase program, with or without development of the PG&E subarea, related to loading would be *less than significant* both individually (**Impact TR-9**) and cumulatively (**Impact C-TR-9**).

PARKING IMPACTS

Parking impacts for the re-phase program would be similar to those described in the Final EIR for the approved project in **Impact TR-10** (EIR pp. 9-67 to 9-68 and pp. 4.E-83 to 4.E-86). The re-phase program would provide 63 fewer onsite off-street vehicle parking spaces than the approved project (2,623 vehicle parking spaces for the re-phase program, compared to 2,686 vehicle parking spaces for the approved project), and, similar to the approved project, the re-phase program would include a district parking garage. The off-street parking supply on Blocks 7, 8, and 15 would decrease by 21, 248, and 70 spaces, respectively, while the off-street parking supply on Blocks 5 (the district garage), 11, and 12 would increase by 189, 35, and 52 spaces, respectively. The vehicle parking demand generated by the re-phase program would be about 4,146 spaces during the midday period and 2,684 spaces during the evening period (269 fewer spaces than the approved project during the midday period, and 283 fewer spaces during the evening period). Under the no PG&E scenario, 1,993 off-street vehicle parking spaces would be provided, and there would be a parking demand of about 3,540 spaces during the midday period and 1,856 spaces during the evening period (875 fewer than the approved project during the midday period and 1,111 fewer during the evening period).

Similar to the approved project, the parking demand for the re-phase program, with or without development of the PG&E subarea, would not be accommodated onsite, and drivers may seek parking elsewhere or change

travel modes to transit, walking, bicycling, or other modes. However, this would not create hazardous conditions affecting transit, traffic, bicycling, or people walking, or significantly delay transit.

The number of on-street parking within the project site proposed under the re-phase program would be same as for the approved project, with 52 on-street vehicle spaces (42 standard and 10 ADA spaces). However, the final number of on-street spaces would be subject to SFMTA approval. In addition, similar to the approved project, under the no PG&E subarea scenario, 31 on-street vehicle spaces would be provided (25 standard and 6 ADA spaces). Therefore, the re-phase program's secondary parking impacts would be similar to the approved project and would be *less than significant*. Therefore, similar to the approved project, the impacts of the re-phase program, with or without development of the PG&E subarea, related to parking would be *less than significant* both individually (**Impact TR-10**) and cumulatively (**Impact C-TR-10**).

EMERGENCY ACCESS IMPACTS

Emergency access impacts for the re-phase program would be similar to those described in the Final EIR for the approved project in **Impact TR-11** (EIR pp. 9-68 and pp. 4.E-86 to 4.E-87). The internal street network for the re-phase program would be the same as for the approved project. The re-phase program would include new traffic signals at the intersections of Illinois Street/23rd Street and Illinois Street/Humboldt Street. Similar to the approved project, under the no PG&E scenario, the western end of Humboldt Street would end north of Block 5 and would not connect to Illinois Street, Georgia Street would not be developed, the western end of Craig Lane would end at Louisiana Street and only one new traffic signal would only be provided (at the intersection of Illinois Street/23rd Street). However, as under the approved project, the streets would be designed to accommodate fire department vehicles and new traffic signals would not impede emergency vehicle access.

The re-phase program with or without development of the PG&E subarea would generate fewer daily vehicle trips than the approved project (16,365 daily vehicle trips for the re-phase program and 14,865 daily vehicle trips for the no PG&E scenario, compared to 19,113 vehicle trips for the approved project). Similar to the approved project, this increase in traffic volumes on the surrounding roadways would also not impede or hinder emergency vehicles. Therefore, similar to the approved project, the impact of the re-phase program, with or without development of the PG&E subarea, on emergency access would be *less than significant* both individually (**Impact TR-11**) and cumulatively (**Impact C-TR-11**).

Noise and Vibration

Noise and vibration impacts of the approved project are described in Chapter 9, Section 9.D.6 of the Final EIR, and as described below, the noise and vibration impacts of the re-phase program would be similar. The re-phase program would not result in any new or substantially more severe noise effects than those identified for the approved project in the Final EIR. As described in this section, all of the noise impact significance determinations identified for the approved project in the Final EIR would apply to the re-phase program, and the same mitigation and improvement measures required under the approved project would also be required under the re-phase program. See Section 9.D.6 of the Final EIR (EIR pp. 9-69 to 9-78) for a more detailed description of the approved project impacts and mitigation and improvement measures.

SUMMARY OF NOISE IMPACTS OF THE APPROVED PROJECT

The Final EIR identified that even with implementation of mitigation measures, the approved project would result in the following significant and unavoidable noise impacts: construction-related increases in ambient noise levels at sensitive receptors; permanent increases in ambient noise levels at offsite receptors due to project traffic; cumulative construction noise increases; and cumulative traffic noise increases. The Final EIR

identified the following significant impacts that could be reduced to less than significant with implementation of mitigation measures: exposure to construction-related and operational noise levels in excess of standards; construction-related vibration; and permanent increases in ambient noise levels at onsite receptors due to project traffic. The Final EIR determined that noise impacts in the following areas would be less than significant: offsite construction-related truck traffic noise; and exposure to noise levels from events that include outdoor amplified sound or from rooftop bars and restaurants.

CONSTRUCTION IMPACTS

The primary changes associated with the re-phase program that could alter construction-related noise impacts are proposed changes in construction phasing. The re-phase program would consolidate six construction phases into three and modify when some of the blocks would be constructed, but these three construction phases would occur over the same 16-year duration (2020 to 2035) as the approved project. As described further below, these changes are not anticipated to result in substantially different construction noise impacts from the worst-case assumptions that were used in the impact analysis in the Final EIR.

EXPOSURE TO CONSTRUCTION-RELATED NOISE LEVELS IN EXCESS OF STANDARDS

The re-phase program would use the same types of construction equipment as the approved project, so like the approved project, project construction could expose people to or generate noise levels in excess of standards. Like the approved project, operation of some types of construction equipment under the re-phase program would also be expected to exceed the City's noise ordinance limit for equipment. Therefore, like the approved project, the impact related to construction-related noise levels in excess of the noise ordinance limit (**Impact NO-1**, EIR pp. 9-69 and 4.F-28) would be *less than significant with mitigation* for the re-phase program, with or without development of the PG&E subarea, and implementation of Mitigation Measure M-NO-1, Construction Noise Control Measures (EIR p. 4.F-30), would be required.

CONSTRUCTION-RELATED AMBIENT NOISE LEVELS AT SENSITIVE RECEPTORS

Overall construction noise impacts at sensitive receptors—both planned offsite receptors at the Pier 70 site and future onsite receptors—during the daytime and nighttime hours under the re-phase program would be similar to the approved project as described in EIR Chapter 4, Section 4.F under **Impact NO-2** (EIR pp. 9-70 and pp. 4.F-32 to 4.F-45).

With respect to planned offsite receptors, the re-phase program would alter the timing of project construction along the northern project boundary. Building construction on Blocks 1 and 2 would be completed in 2033, and construction on Block 14 would be completed in 2028, three to seven years earlier than under the approved project. Building construction on Blocks 3 and 4 would be completed in 2031, two years later than the approved project. Despite these phasing changes, construction on Blocks 1, 2, 3, 4, and 14 would still occur after the scheduled 2023 and 2029 completion of planned offsite sensitive receptors at the Pier 70 site adjacent to this boundary. Therefore, construction noise impacts at these receptors would be similar to those under the approved project.

With respect to future onsite receptors, the re-phase program could slightly reduce potential construction noise impacts on future onsite sensitive receptors compared to the approved project because construction on four residential blocks would be delayed, while three residential blocks would be constructed earlier. For example, the re-phase program would delay construction of Block 9 from Phase 1 (2023 to 2026) under the approved project to Phase 2 (2028 to 2030) under the re-phase program, which would reduce construction noise impacts on future onsite sensitive receptors occupying Block 9. Delaying completion of Block 9 to 2030 would reduce

exposure of future sensitive receptors on this block to noise from construction activities in the northern waterfront area (2027 to 2031) and the adjacent Block 4 to the north (2029 to 2031). The Final EIR determined that these receptors would be subject to significant construction-related noise impacts from construction during Phases 2 through 6 even with mitigation. Therefore, this significant and unavoidable impact under the re-phase program would be shorter in duration than under the approved project and thus a less severe impact. Assuming Block 9 would be occupied by 2030, sensitive receptors at this location could be subject to significant construction-related noise for one year (2030 to 2031) from construction activities in the open space area to the east and at Blocks 3 and 4 to the north and northwest. While still a significant impact, this would be less severe than the three years of noise from construction activities on Blocks 3 and 4 as well as construction in the northern waterfront area that would occur under the approved project.

For these reasons, the re-phase program, with or without development of the PG&E subarea, would still have the same *significant and unavoidable with mitigation* significance determination for Impact NO-2 (EIR pp. 9-73 and 4.F-42), and all of the same noise mitigation and improvement measures identified in the Final EIR (Mitigation Measure M-NO-1, Construction Noise Control Measures, and Improvement Measure I-NO-A, Nighttime Construction Noise Control Measures) would also apply to the re-phase program.

OFFSITE CONSTRUCTION-RELATED HAUL TRUCK TRAFFIC NOISE

Average construction-related haul and vendor truck traffic increases on local access streets under the re-phase program would be similar to what was anticipated to occur under the approved project. Under the re-phase program the timing of truck traffic noise increases would change along with the duration, but not their extent. Under the approved project, with or without development of the PG&E subarea, the Final EIR estimated that the highest number of construction-related truck trips (equipment and materials deliveries, and haul trips) from overlapping phases was about 112 one-way truck trips per day in 2023 and 200 one-way truck trips per day in 2025. During the remaining years, the Final EIR estimated that the number of truck trips were on average less than 100 one-way trips per day.

Similar to the approved project, Phase 0 under the re-phase program would include demolition, site preparation and rough grading work across the entire site for all development phases. Some of the earthwork that was assumed to occur under the approved project's Phases 0.1, 3, and 5 would be moved to Phase 0 under the re-phase program. With grading activities in Phase 0.1 (115 trips per day) occurring during 2020 to 2023 instead of 2025, peak overlapping truck trips could shift to Phase 0 instead of later phases, but because the average daily truck trips during the approved project's Phase 0 was less than 50 trips per day, the number of average daily truck trips under the re-phase program's Phase 0 would not be expected to exceed the maximum level of 200 one-way trips per day that was analyzed in the Final EIR.

As shown in Table 2, Comparison of Estimated Construction Schedule, the approved project would have a maximum of five blocks under concurrent vertical construction, in years 2025, 2026, and 2032. This table also shows that between 2023 and 2035, there would be eight years during which the re-phase program would have the same or reduced number of blocks under concurrent vertical construction (2023, 2024, 2025, 2029, 2031, 2032, 2033, and 2035) compared to the approved project. In the remaining five years, the re-phase program would have more blocks under concurrent vertical construction than the approved project (2026, 2027, 2028, 2030, and 2034).

In 2026, the re-phase program would have six blocks under concurrent vertical construction, compared to five blocks under the approved project. Additionally, the re-phase program would increase the number of blocks

under construction in 2027, 2028, 2030, and 2034 by one to two blocks, but the total number of blocks under concurrent vertical construction would be five or less during these four years. The overlapping construction truck trips for all five of these years were estimated in the Final EIR to average less than 100 per day under the approved project. Thus, it can be inferred that even when increasing the number of blocks under concurrent vertical construction from five to six, the average number of daily truck trips would still be below the maximum level of 200 truck trips per day estimated in the Final EIR. Therefore, the potential truck traffic noise increases for these years under the re-phase program would also be less than the worst-case noise levels estimated in the Final EIR.

For the above reasons, offsite truck traffic noise increases under the re-phase program, with or without development of the PG&E subarea, would not be expected to exceed the maximum noise increases estimated in the Final EIR (**Impact NO-3**, EIR pp. 9-73 and 4.F-45). Like the approved project, this impact would be *less than significant* for the re-phase program, with or without development of the PG&E subarea. Further, like the approved project, Improvement Measure I-NO-A, Nighttime Construction Noise Control Measures, Improvement Measure I-NO-B, Avoidance of Residential Streets, and Improvement Measure I-TR-A, Construction Management Plan and Public Updates, would be implemented under the re-phase program in order to minimize potential disturbance of residents in the Dogpatch neighborhood from the construction-related truck noise increases and the combined truck noise increases resulting from the overlapping construction schedules of the re-phase program and Pier 70 development.

CONSTRUCTION-RELATED VIBRATION

Construction of the re-phase program would require similar equipment and activities as the approved project, and therefore would result in similar construction-related vibration impacts (**Impact NO-4**, EIR pp. 9-73 and 4.F-46). Therefore, implementation of the same mitigation measures specified in the EIR for Impact NO-4 (Mitigation Measures M-NO-4a, Construction Vibration Monitoring, M-NO-4b, Vibration Control Measures During Controlled Blasting and Pile Driving, M-NO-4c, Vibration Control Measures During Use of Vibratory Equipment, and Mitigation Measure M-CR-5e, Historic Preservation Plan and Review Process for Alteration of Station A and the Boiler Stack) would also be required for the re-phase program. With implementation of these mitigation measures, like the approved project, construction-related vibration impacts would be *less than significant with mitigation* for the re-phase program, with or without development of the PG&E subarea.

OPERATIONAL IMPACTS

Operational noise impacts are related to noise from the proposed land uses and long-term vehicular traffic. Land uses on each block under the re-phase program would be the same as the approved project (see Figure 1, above), but their gross square footage would slightly change on some blocks. In general, the extent of more noise-sensitive residential uses would decrease while the extent of less noise-sensitive office uses would increase. Since land uses would remain the same on each block as the approved project, land use compatibility concerns under the re-phase program would be the same as those identified for the approved project. Additionally, there would be fewer daily and peak hour trips under the re-phase program, which would result in lower incremental traffic noise increases on local streets (see Table 7, Approved Project and Re-phase Program Trip Generation by Mode and Time Period – External Trips Only).

EXPOSURE TO OPERATIONAL NOISE LEVELS IN EXCESS OF STANDARDS

Operation of onsite use of stationary equipment (i.e., heating/ventilation/air conditioning systems and emergency generators) from the re-phase program, with or without development of the PG&E subarea, would be similar to the approved project, and therefore, the increase in ambient noise levels on and near the project site would also be

similar, as identified in **Impact NO-5** (EIR pp. 9-74 and 4.F-56). Like the approved project, this impact would be *less than significant with mitigation* under the re-phase program, with or without development of the PG&E subarea, with implementation of Mitigation Measure M-NO-5, Stationary Equipment Noise Controls.

EXPOSURE TO NOISE LEVELS FROM EVENTS THAT INCLUDE OUTDOOR AMPLIFIED SOUND

The re-phase program would have the same amount of open space area as the approved project and would result in similar increases in ambient noise levels in public open spaces on the project site as those identified in **Impact NO-6** (EIR pp. 9-74 and 4.F-60). Like the approved project, compliance with noise limits established under the police and health codes (which limits residential interior noise levels to 45 dBA or less between 10 p.m. and 7 a.m.), time restrictions (i.e., amplified sound cannot be audible at 50 feet from the property line after 10 p.m.), and other permit requirements specified in sections 49 and 1060 of the police code would ensure that periodic and temporary noise increases from amplified sound associated with events would be *less than significant* under the re-phase program, with or without development of the PG&E subarea.

EXPOSURE TO NOISE LEVELS FROM ROOFTOP BARS AND RESTAURANTS

Like the approved project, rooftops of any non-residential buildings under the re-phase program could be developed with bars and restaurants, and these uses could include playing of amplified music in outdoor areas during the evening/nighttime hours, as described in **Impact NO-7** (EIR pp. 9-75 and 4.F-62). The re-phase program would not alter the land uses proposed for each block. Like the approved project, compliance with noise limits established under the police and health codes (which limits residential interior noise levels to 45 dBA or less between 10 p.m. and 7 a.m.), time restrictions (i.e., amplified sound cannot be audible at 50 feet from the property line after 10 p.m.), and other permit requirements specified in sections 49 and 1060 of the police code would ensure that periodic and temporary noise increases from amplified sound at rooftop bars and restaurants would be *less than significant* under the re-phase program, with or without development of the PG&E subarea.

TRAFFIC NOISE IMPACTS ON OFFSITE RECEPTORS

The re-phase program would generate fewer daily vehicle trips than the approved project (14.4 percent less or 22.2 percent less, with or without development of the PG&E subarea, respectively, as shown in Table 7, Approved Project and Re-phase Program Trip Generation by Mode and Time Period – External Trips Only). This reduction in daily vehicle trips would generally reduce the project-related traffic noise increases along roadway segments that were described for the approved project in **Impact NO-8** (EIR pp. 9-75 and 4.F-63) by up to 1 dBA. The re-phase program, similar to the approved project, would still result in significant traffic noise increases (increases would be more than 5 dBA) along three offsite street segments (22nd Street east of Illinois Street and 22nd Street and 23rd Street between Third and Illinois streets). The traffic noise impacts of the re-phase program, with or without development of the PG&E subarea, on existing and planned offsite receptors under Impact NO-8 would be *significant and unavoidable with mitigation*, the same as the approved project (see EIR pp. 9-75 and 4.F-66). Like the approved project, Mitigation Measure M-TR-5, Implement Measures to Reduce Transit Delay, would also be required under the re-phase program.

TRAFFIC NOISE IMPACTS ON ONSITE RECEPTORS

As stated above, the re-phase program would generate fewer daily vehicle trips than the approved project. This reduction in daily vehicle trips would generally reduce the project-related traffic noise increases along roadway segments that were described for the approved project in **Impact NO-8** (EIR pp. 9-75 and 4.F-63) by up to 1 dBA. The re-phase program, similar to the approved project, would still result in significant traffic noise increases (increases would be more than 5 dBA) along two onsite street segments (Humboldt Street and 23rd Street east of Illinois Street) on the western portion of the project site. However, the reduction in vehicle trips would be too

small to measurably reduce onsite project-related traffic noise. Under the re-phase program, residential noise compatibility would be same as it was determined to be for the approved project, since the locations of residential uses would remain unchanged. For these reasons, traffic noise impacts on future onsite receptors due to the re-phase program's changes in land uses as discussed in **Impact NO-8** would be *less than significant with mitigation*, similar to that described for the approved project (EIR pp. 9-75 and 4.F-67). Implementation of the same Mitigation Measure M-NO-8 (Variant), Design of Future Noise-Sensitive Uses (EIR p. 9-76), would also be required under the re-phase program, with or without development of the PG&E subarea. However, this mitigation measure would now be renamed Mitigation Measure M-NO-8 (Re-phase Program), Design of Future Noise-Sensitive Uses, to avoid confusion.

CUMULATIVE NOISE AND VIBRATION IMPACTS: CONSTRUCTION

Similar to the approved project, as described in **Impact C-NO-1** (EIR pp. 9-77 and 4.F-70), concurrent construction of the re-phase program, the adjacent Pier 70 Mixed-Use District project, and other cumulative development in the area would result in cumulative, construction-related noise impacts on certain future planned offsite and proposed onsite receptors. Like the approved project, construction on Blocks 1, 2, 3, 4, 13, and 14 under the re-phase program would occur after the residential development on Pier 70's Parcels F, G, H1, H2, and HDY1/2 is completed and occupied, resulting in significant construction-related noise impacts on future Pier 70 sensitive receptors. Even though Blocks 13 and 14 would not be constructed under the no PG&E scenario, the impacts associated with construction of Blocks 1, 2, 3, and 4 would still occur, so the same impact conclusion applies to this scenario. These cumulative noise increases might not be reduced to less-than-significant levels even with implementation of Mitigation Measure M-NO-1, Construction Noise Control Measures. Therefore, like the approved project, this cumulative impact would be *significant and unavoidable with mitigation* under the re-phase program, with or without development of the PG&E subarea.

The re-phase program's changes in construction phasing (2020 to 2035) would not alter the potential for overlap with offsite haul truck traffic generated by construction of the Pier 70 Mixed-Use District project during its proposed 11-year construction duration (2018 to 2029). Under the approved project, the Final EIR estimated that two peak truck traffic increases would occur in 2023 and 2025 and could overlap with Pier 70 construction-related truck traffic. While the re-phase program could shift the time when the peak truck traffic would occur, the magnitude of the peak is not expected to exceed the maximum level that was analyzed in the Final EIR. Given that the project's peak truck trips would occur for a limited time (estimated to be four to six months in the Final EIR), as analyzed in the Final EIR, there would be a low likelihood that peak truck traffic increases from both projects would occur at the same time. Limited potential cumulative noise increases (a maximum 4.0 dBA increase on Illinois Street and 1.4 dBA increase on Third Street were estimated under the approved project on EIR p. 9-77), and similar increases would be expected under the re-phase program. Therefore, cumulative haul truck traffic noise increases from both projects is considered to be *less than significant* for the re-phase program just as it was determined to be for the approved project in the Final EIR. Since these less-than-significant cumulative noise increases would still increase ambient noise levels along truck routes as a result of these two projects' overlapping construction schedules and could result in disturbance of residents in the Dogpatch neighborhood, the same improvement measures that are included for the approved project (Improvement Measure I-NO-A, Avoidance of Residential Streets, and Improvement Measure I-TR-A, Construction Management Plan and Public Updates) are also included for the re-phase program.

Like the approved project, the re-phase program's contribution to cumulative vibration impacts could be reduced to less than significant with implementation of Mitigation Measure M-NO-4a, Vibration Control Measures during Controlled Blasting and Pile Driving, because this measure would establish a performance standard that would

ensure appropriate damage thresholds from the project are not exceeded at identified historic structures. Therefore, with mitigation, the rephrase program would not result in a considerable contribution to a cumulative vibration impact, with or without development of the PG&E subarea. This conclusion is the same as determined for the approved project in the Final EIR and is *less than significant with mitigation*.

CUMULATIVE NOISE IMPACTS: OPERATION

As noted above, the re-phase program would generate fewer daily vehicle trips than would be generated by the proposed project (14.4 percent less or 22.2 percent less, with or without development of the PG&E subarea, respectively, see Table 7, Approved Project and Re-phase Program Trip Generation by Mode and Time Period – External Trips Only, above). This decrease would reduce the project's contribution to cumulative traffic noise increases along some roadway segments that are described in the Final EIR under **Impact C-NO-2** (EIR pp. 9-78 and 4.F-73). While traffic noise increases related to cumulative development in the area (including the combined effects of the approved project and the Pier 70 project) would be somewhat less due to the reduction in daily vehicle trips, the re-phase program would still result in significant traffic noise increases (increases would be more than 5 dBA) on some local street segments, a cumulatively significant impact. The significance of this impact and requirement to implement Mitigation Measure M-NO-8 (Re-Phase Program), Design of Future Noise-Sensitive Uses and Mitigation Measure M-TR-5 (Re-Phase Program), Implement Measures to Reduce Transit Delay (EIR p. 4.E-93), under the re-phase program, with or without development of the PG&E subarea, would be the same as the approved project, and would be *significant and unavoidable with mitigation*.

Air Quality

Air quality impacts of the approved project are described in the Final EIR Chapter 9, Section 9.D.7 (EIR pp. 9-78 to 9-88), and as described below, air quality impacts of the re-phase program would be similar. The re-phase program would not result in any new or substantially more severe air quality effects than those identified for the approved project in the Final EIR. In general, impacts of the re-phase program would be the same as or less than those for the approved project, since the revised phasing would reduce the number of construction phases from six to three while maintaining the same overall 16-year construction duration and the land uses of the re-phase program would be substantially the same as those of the approved project.

SUMMARY OF AIR QUALITY IMPACTS OF THE APPROVED PROJECT

The Final EIR identified that even with implementation of mitigation measures, the approved project would result in the following significant and unavoidable air quality impacts: construction and overlapping operational emissions of criteria air pollutants; operational criteria air pollutant emissions; and cumulative impacts on regional air quality. The Final EIR identified the following significant impacts that could be reduced to less than significant with implementation of mitigation measures: exposure to toxic air contaminants during construction and operation; consistency with the Clean Air Plan; and cumulative exposure to toxic air contaminants. The Final EIR determined that air quality impacts related to fugitive dust emissions during construction and to odors would be less than significant.

CONSTRUCTION IMPACTS: FUGITIVE DUST EMISSIONS

Fugitive dust emissions during construction of the re-phase program would be substantially the same as qualitatively described for the approved project in **Impact AQ-1** (EIR pp. 9-78 to 9-79 and pp. 4.G-32 to 4.G-34). The nature and the extent of construction activities would be substantially the same, and the re-phase program would be subject to the same dust control regulations and requirements as those described for the approved project. Compliance with the regulations and procedures set forth by the Construction Dust Control Ordinance

would ensure that impacts related to fugitive dust emissions under the re-phase program, with or without development of the PG&E subarea, would be *less than significant*.

CONSTRUCTION AND OVERLAPPING OPERATIONAL IMPACTS: CRITERIA AIR POLLUTANT EMISSIONS

As described in **Impact AQ-2** (EIR pp. 9-79 to 9-82 and pp. 4.G-34 to 4.G-47), criteria air pollutant emissions during project construction and overlapping operations for the approved project would be significant and unavoidable even with implementation of Mitigation Measures M-AQ-2a (Construction Emissions Minimization), M-AQ-2b (Diesel Backup Generator Specifications), M-AQ-2c (Promote Use of Green Consumer Products), M-AQ-2d (Electrification of Loading Docks), M-TR-5 (Implement Measures to Reduce Transit Delay), M-AQ-2e (Additional Mobile Source Control Measures), and M-AQ-2f (Offset Construction and Operational Emissions). Specifically, the Final EIR determined that project construction and overlapping operations emissions of ozone precursors (reactive organic gases, ROG, and oxides of nitrogen, NO_x) under the approved project would exceed significance thresholds (see Tables 9-8A and 9-8b, EIR pp. 9-80 to 9-81).

Emissions from construction activities and operations associated with the re-phase program were estimated using the same methodologies and assumptions presented in the Final EIR for the approved project, adjusting the emissions data from the approved project on a block-by-block basis to reflect the reduced construction phasing. Construction activity data (i.e., construction equipment quantities and usage data) specific to the construction activities and construction schedule that would occur under the re-phase program were used to calculate construction emissions using the California Emissions Estimator Model (CalEEMod). The methodology is explained in Appendix E.2.

Mitigated average daily construction criteria air pollutant emissions from construction and operation of the re-phase program by phase from 2020 through 2036 (the 16-year construction period plus the first year of operations only) are presented in **Table 9A, Mitigated Average Daily Emissions for the Approved Project and the Re-phase Program During Construction, Including Overlapping Construction and Operation**, and maximum annual emissions are presented in **Table 9B, Mitigated Maximum Annual Emissions for the Approved Project and the Re-phase Program During Construction, Including Overlapping Construction and Operation**. Re-phase program emissions in these tables are compared to those of the approved project. As shown in these tables, the significance determination of mass emissions impacts for the re-phase program would be the same as those presented for the approved project in the Final EIR, with exceedances of the significance thresholds projected to begin to occur in 2028 to 2029.

Construction emissions of criteria air pollutants, including emissions from operational components of the project that overlap with construction phases, would exceed significance thresholds for criteria air pollutants, a significant impact. Implementation of Mitigation Measures M-AQ-2a through M-AQ-2e and M-TR-5 identified in the Final EIR would still apply and would reduce construction-related and operational emissions associated with the proposed project, as quantified in Tables 9A and 9B, above. However, as indicated in Tables 9A and 9B, project emissions of ROG and NO_x would still exceed significance thresholds. Therefore, the project sponsor would also be required to implement Mitigation Measure M-AQ-2f of the Final EIR, which requires the project sponsor to implement emission offsets. However, because implementation of the emissions reduction project could be conducted by the air district and is outside the jurisdiction and control of the City and not fully within the control of the project sponsor and because no specific offset project has been identified, the impact with respect to criteria air pollutants is conservatively considered significant and unavoidable with mitigation. Therefore, similar to the approved project, **Impact AQ-2** for the re-phase program related to criteria air pollutant emissions during construction and overlapping operations would be *significant and unavoidable with mitigation*.

Table 9A Mitigated Average Daily Emissions for the Approved Project and the Re-phase Program During Construction, including Overlapping Construction and Operation in lb/day

	AVERAGE DAILY EMISSIONS (LB/DAY)* APPROVED PROJECT/RE-PHASE PROGRAM			
	ROG	NOX	PM ₁₀	PM _{2.5}
Significance Thresholds	54	54	82	54
2020 – 2023 (Construction Only)	2.2/2	16/17	0.43/0.4	0.43/0.4
Above Threshold?	No/No	No/No	No/No	No/No
2023-2024 (Construction Only)	18/18	41/24	0.84/0.6	0.84/0.6
Above Threshold?	No/No	No/No	No/No	No/No
2024-2025 (Construction Only)	31/32	37/37	0.55/0.5	0.55/0.5
Above Threshold?	No/No	No/No	No/No	No/No
2026 (Construction Only)	32/32	48/37	0.65/0.5	0.64/0.5
Above Threshold?	No/No	No/No	No/No	No/No
2027 (Construction and Operation)	38/49	49/46	0.72/7.2	0.72/2.8
Above Threshold?	No/No	No/No	No/No	No/No
2028 (Construction and Operation)	45/55	54/49	12/11	4.4/3.9
Above Threshold?	No/Yes	Yes/No	No/No	No/No
2029-2030 (Construction and Operation)	59/68	70/72	18/18	6.6/6.3
Above Threshold?	Yes/Yes	Yes/Yes	No/No	No/No
2031 (Construction and Operation)	60/82	64/79	20/24	7.4/8.2
Above Threshold?	Yes/Yes	Yes/Yes	No/No	No/No
2032-2034 (Construction and Operation)	86/89	86/79	20/23	7.6/8.1
Above Threshold?	Yes/Yes	Yes/Yes	No/No	No/No
2035 (Construction and Operation)	93/89	86/72	27/25	10/8.8
Above Threshold?	Yes/Yes	Yes/Yes	No/No	No/No
2036 Operation Only (Construction Complete) **	102/98	83/73	36/29	14/10
Above Threshold?	Yes	Yes	No/No	No/No

NOTES: If the total exceeds a threshold, then the exceedance is identified by shading and a **bolded** "Yes" response.

For each construction phase, annual emissions are divided over the number of construction days for the given phase, to determine the average daily emissions.

* Average daily construction emissions in lb/day are calculated by taking the total construction emissions for a phase and dividing by the number of working days (260 construction working days in a year).

** Note that totals may not match sums of intermediate values presented in this table or Air Quality Appendix tables due to rounding.

SOURCE: Ramboll, Tables, Figures and CalEEMod Output, 2020. See Appendix E.2.

Table 9B Mitigated Maximum Annual Emissions for the Proposed Project and Project Variant During Construction, including Overlapping Construction and Operation in Ton/Year

	MAXIMUM ANNUAL EMISSIONS (TONS/YEAR) APPROVED PROJECT/RE-PHASE PROGRAM			
	ROG	NOX	PM ₁₀	PM _{2.5}
Significance Threshold	10	10	15	10
2020 – 2023 (Construction Only)	0.29/0.3	2.0/2.3	0.055/0.1	0.055/0.1
Above Threshold?	No/No	No/No	No/No	No/No
2023-2024 (Construction Only)	2.4/2.4	5.3/3.1	0.11/0.1	0.11/0.1
Above Threshold?	No/No	No/No	No/No	No/No
2024-2025 (Construction Only)	4.0/3.7	4.8/4.1	0.072/0.1	0.071/0.1
Above Threshold?	No/No	No/No	No/No	No/No
2026 (Construction Only)	4.0/4.2	5.2/4.8	0.076/0.1	0.075/0.1
Above Threshold?	No/No	No/No	No/No	No/No
2027 (Construction and Operation)	7.1/7.7	8.6/7.0	2.2/1.3	0.078/0.5
Above Threshold?	No/No	No/No	No/No	No/No
2028 (Construction and Operation)	8.6/9.2	9.4/7.8	3.2/1.9	1.2/0.7
Above Threshold?	No/No	No/No	No/No	No/No
2029-2030 (Construction and Operation)	10/11	11/12	3.7/3.2	1.3/1.1
Above Threshold?	Yes/Yes	Yes/Yes	No/No	No/No
2031 (Construction and Operation)	14/14	14/13	3.7/4.3	1.4/1.5
Above Threshold?	Yes/Yes	Yes/Yes	No/No	No/No
2032-2034 (Construction and Operation)	16/15	15/13	5.0/4.2	1.8/1.5
Above Threshold?	Yes/Yes	Yes/Yes	No/No	No/No
2035 (Construction and Operation)	17/16	15/13	5.7/4.6	2.1/1.6
Above Threshold?	Yes/Yes	Yes/Yes	No/No	No/No
2036 Operation Only (Construction Complete) *	19/18	15/13	6.7/5.4	2.5/1.9
Above Threshold?	Yes/Yes	Yes/Yes	No/No	No/No

NOTES: If the total exceeds a threshold, then the exceedance is identified by shading and a **bolded** "Yes" response.

* Detailed construction and operational emissions by Year can be found in Appendix E.2.

Note that totals may not match sums of intermediate values presented in this table or Air Quality Appendix tables due to rounding.

SOURCE: Ramboll, Tables, Figures and CalEEMod Output, 2020. See Appendix E.2.

This impact would continue to be significant under the re-phase program, with or without development of the PG&E subarea, and the requirements of Mitigation Measures M-AQ-2a through M-AQ-2f and M-TR-5, would be the same, except the offset payment estimated in Mitigation Measure M-AQ-2f (Offset Construction and Operational Emission) under the re-phase program would be 11 tons per year of ozone precursors above the 10 ton per year threshold, as compared to 14 tons per year that was estimated for the approved project. This payment reduction reflects the fact that rephrase program would result in a 3 ton per year decrease of ozone precursor, with 11 tons per year above significance thresholds under the re-phase program instead of 14 tons per year above significance thresholds under the approved project, as reflected in Tables 9 A and 9B below.

Mitigation Measure M-AQ-2f parts (1) and (2) have been modified for the re-phase program as shown below to reflect the 3 tons per year decrease of ozone precursor emissions compared to the approved project and to simplify when the offset payment shall be made. The re-phase program would require offsets of 11 tons per year instead of the 14 tons per year required for the approved project (modified text shown in double underline).

Mitigation Measure M-AQ-2f (Re-phase Program): Offset Construction and Operational Emissions

Prior to issuance of the final certificate of occupancy that would cause the total square footage of development within Phase 1 to exceed 1,700,000 square feet, the project sponsor, with the oversight of the ERO, shall either:

- (1) ***Directly fund or implement a specific offset project within San Francisco*** to achieve the equivalent to a one-time reduction of 11 tons per year of ozone precursors. To qualify under this mitigation measure, the specific emissions offset project must result in emission reductions within the San Francisco Bay Area Air Basin that would not otherwise be achieved through compliance with existing regulatory requirements. A preferred offset project would be one implemented locally within the City and County of San Francisco. Prior to implementing the offset project, it must be approved by the ERO. The project sponsor shall notify the ERO within six months of completion of the offset project for verification; or
- (2) ***Pay mitigation offset fees*** to the Bay Area Air Quality Management District Bay Area Clean Air Foundation. The mitigation offset fee, currently estimated at approximately \$30,000 per weighted ton, plus an administrative fee of no more than 5 percent of the total offset, shall fund one or more emissions reduction projects within the San Francisco Bay Area Air Basin. The fee will be determined by the planning department, the project sponsor, and the air district, and be based on the type of projects available at the time of the payment. This fee is intended to fund emissions reduction projects to achieve reductions of 11 tons of ozone precursors per year, which is the amount required to reduce emissions below significance levels after implementation of other identified mitigation measures as currently calculated.

The offset fee shall be made prior to issuance of the final certificate of occupancy that would cause the total square footage of development within Phase 1 to exceed 1,700,000 square feet, when the combination of construction and operational emissions is predicted to first exceed 54 pounds per day. This offset payment shall total the predicted 11 tons per year of ozone precursors above the 10 ton per year threshold after implementation of Mitigation Measures M-AQ-2a through M-AQ-2e and M-TR-5.

The total emission offset amount was calculated by summing the maximum daily construction and operational emissions of ROG and NO_x (pounds/day), multiplying by 260 work days per year for

construction and 365 days per year for operation, and converting to tons. The amount represents the total estimated operational and construction-related ROG and NOx emissions offsets required.

OPERATIONAL IMPACTS: CRITERIA AIR POLLUTANT EMISSIONS

As described in **Impact AQ-3** (EIR pp. 9-81 to 9-84 and pp. 4.G-47 to 4.G-51), criteria air pollutant emissions during operation of the approved project would be significant and unavoidable even with implementation of Mitigation Measures M-AQ-2b (Diesel Backup Generator Specifications), M-AQ-2c (Promote Use of Green Consumer Products), M-AQ-2d (Electrification of Loading Docks), M-TR-5 (Implement Measures to Reduce Transit Delay), M-AQ-2e (Additional Mobile Source Control Measures), and M-AQ-2f (Offset Construction and Operational Emissions). Specifically, emissions of ROG and NOx would exceed significance thresholds, even with mitigation. As shown in Table 9-9 (EIR p. 9-84), the highest mitigated operational emissions of ROG were estimated to be 102 pounds per day and mitigated NOx emissions were estimated to be 85 pounds per day for the approved project.

Emissions from operations associated with the re-phase program were calculated using the same methodologies and assumptions presented in the Final EIR for the approved project. Land use data specific to the project re-phase program were used to calculate operational emissions using CalEEMod. A full presentation of the modeling is provided in Appendix E.2.

Mitigated operational criteria air pollutant emissions from full-buildout of the re-phase program are presented in **Table 10, Mitigated Average Daily and Maximum Annual Operational Emissions at Project Buildout**, for average daily emissions and for maximum annual emissions. Emissions from the re-phase program in these tables are compared to those from the approved project. As shown in this table, the re-phase program would result in the highest mitigated ROG emissions of 98 pounds per day and 73 pounds per day of NOx, compared to 102 and 85 pounds per day, respectively, for the approved project. However, despite this decrease in maximum criteria air pollutant emissions, the re-phase program would still exceed the ROG and NOx significance thresholds, resulting in the same significance determination as the approved project in the Final EIR. The marginal decrease in ROG emissions is likely due to decreased consumer product emissions associated with the minor land use changes under the re-phase program. The significance of this impact and requirement of Mitigation Measures M-AQ-2b through M-AQ-2f and M-TR-5 under the re-phase program, with or without development of the PG&E subarea, would be the same as the approved project except that the offset amount under Mitigation Measure M-AQ2f would be 11 tons of ozone precursors per year. Like the approved project, the impact conclusion for the re-phase program related to operational emissions of criteria air pollutants would be *significant and unavoidable with mitigation*.

TOXIC AIR CONTAMINANTS, CONSTRUCTION AND OPERATION

Like the approved project, the analysis of toxic air contaminants (TAC) impacts for the re-phase program focuses on increased cancer risk. Localized concentrations of fine particulate matter (PM_{2.5}) were well below localized concentration thresholds without mitigation for the approved project, and it is reasonable to assume that they would also be well below thresholds for the re-phase program. The analysis of TAC impacts also conservatively focuses on cumulative impacts to demonstrate whether the re-phase program would result in any new or more severe impacts than the approved project. Cumulative health risks were assessed based on cumulative emissions sources within 1,000 feet of the project site, inclusive of the planned Pier 70 Mixed-Use District project.

Table 10 Mitigated Average Daily and Maximum Annual Operational Emissions at Project Buildout

	AVERAGE DAILY EMISSIONS (LB/DAY) APPROVED PROJECT/RE-PHASE PROGRAM			
	ROG	NOX	PM ₁₀	PM _{2.5}
Area Source	90/87	1.8/1.7	2.3/0.56	2.3/0.56
Natural Gas Combustion	2.2/2.1	19/19	1.5/1.5	1.5/1.5
Mobile	11/9	55/44	33/27	10/8
Stationary Source (generators)	0.27/0.27	8.7/8.7	0.066/0.066	0.066/0.066
Transportation Refrigeration Units	0.050/0.050	0.38/0.37	0.0020/0.0022	0.0020/0.0022
Total	102/98	85/73	37/29	14/10
Significance Threshold	54	54	82	54
Above Threshold?	Yes	Yes	No	No
	MAXIMUM ANNUAL EMISSIONS (TON/YEAR) APPROVED PROJECT/RE-PHASE PROGRAM			
	ROG	NOX	PM ₁₀	PM _{2.5}
Area Source	17/16	0.33/0.30	0.42/0.11	0.42/0.11
Natural Gas Combustion	0.40/0.38	3.5/3	0.27/0.27	0.27/0.27
Mobile	2.0/1.7	10/8	6.0/5.0	1.8/1.5
Stationary Source (generators)	0.049/0.049	1.6/1.6	0.012/0.012	0.012/0.012
Transportation Refrigeration Units	0.0091/0.0091	0.068/0.068	0.00041/0.0004	0.00038/0.00037
Total	19/18	15/13	6.7/5.4	2.5/1.9
Significance Threshold	10	10	15	10
Above Threshold?	Yes	Yes	No	No

NOTE: **Bolded** numerical values are totals during operation. If the total exceeds a threshold, then the exceedance is identified by a **bolded** "Yes" response.

* Note that totals may not match sums of intermediate values presented in this table or Air Quality Appendix tables due to rounding.

SOURCE: Ramboll, Tables, Figures and CalEEMod Output, 2019. (See Appendix E.2).

The analysis below focuses on the cumulative (year 2040) health risk scenario because this scenario had the highest cumulative health risks. This is primarily because the cumulative scenario considers the additional risk contributions of construction activities at the adjacent Pier 70 development project site. The cumulative scenario also considers the presence of future receptors at the adjacent Pier 70 project site. By demonstrating that the resultant health risks of the re-phase program would be below the air pollutant exposure zone criteria under the cumulative scenario, it can reasonably be expected that the existing plus re-phase program scenario would also be below the air pollutant exposure zone criteria.

As described in the Final EIR for the approved project (EIR pp. 9-83 to 9-87), TAC exposures during construction and operations of the approved project would be less than significant with implementation of Mitigation Measures M-AQ-2a (Construction Emissions Minimization), M-AQ-2b (Diesel Back-up Generator Specifications), and M-AQ-4 (Siting of Uses that Emit Toxic Air Contaminants). Specifically, while increased cancer risks at both on-site and offsite receptors would be significant without mitigation, implementation of Mitigation Measure M-AQ-2a alone would be sufficient to reduce the impact of the approved project to a less-than-significant level, and the excess cancer risk impact to both onsite and offsite receptors for the approved project was determined to be less than significant with mitigation. The Final EIR also determined that the potential for future health risk impacts from

laboratory emissions of the approved project would be less than significant with implementation of Mitigation Measure M-AQ-4 (Siting of Uses that Emit Toxic Air Contaminants).

The health risk assessment (HRA) for the re-phase program was performed using the same methods used in the Final EIR for the approved project. The AERMOD dispersion model was used to calculate dispersion factors from the modified construction phasing. Dispersion factors for other sources that would be the same under the re-phase program and the approved project (e.g., construction staging areas, marine construction and haul routes) and operational emergency generators were taken from calculations performed in the Final EIR (see Appendix E.2).

Intake factors were re-calculated to reflect the changes in construction phasing. Default exposure parameters recommended by the Office of Environmental Health Hazard Assessment (OEHHA) and the Bay Area Air Quality Management District were used as presented in the Final EIR. On-site residents were assumed to move into each completed phase at the conclusion of construction and to be exposed to all subsequent phases of construction and operational emissions. Exposure at off-site receptors was assumed to begin in 2020 for school and off-site resident receptors, while Pier 70 receptors were assumed to begin exposure in 2024; this hypothetical scenario resulted in the most conservative risk estimate. As described above under the transportation analysis of the re-phase program, operational traffic volumes would be expected to decrease under the re-phase program relative to the approved project analyzed in the Final EIR, so the risk impacts from operational traffic was reduced accordingly. Assumptions for cumulative impacts from Pier 70 construction are the same as those presented in the Final EIR. However, the existing background cancer risk and PM_{2.5} contribution now uses data from the 2020 Citywide Health Risk Assessment database,² which is an update to the prior 2015 citywide health risk assessment. This updated data indicates higher background risks in the project area than those presented in the Final EIR, and these increased background risks are now considered in the health risk analysis.

Health risk analysis for the re-phase program determined that the mitigated increased cancer risk contributions of the re-phase program would be less than those of the approved project for three of the four sensitive receptors considered: (1) on-site residential receptors, (2) non-Pier 70 off-site residential receptors, and (3) school and day care receptors (refer to Appendix E.2 for details). These reductions in risk are attributable to the spatial relocation of construction phases under the re-phase program, as well as changes to the timing of phases.

The updated citywide health risk assessment database indicates that background cancer risks at non-Pier 70 residential receptors and off-site school and day care receptors would exceed 100 in one million, in which case the applicable project-contribution cumulative threshold would be an increased cancer risk of 7 in one million. For these three receptor types, the re-phase program's mitigated cancer risk contribution would be below 7 in one million, and therefore, the re-phase program would result in a less-than-significant cumulative impact with mitigation.

The health risk analysis for the re-phase program indicated that the mitigated increased cancer risk contributions of the re-phase program would be greater than those of the approved project for the off-site Pier 70 residential receptors, with the overall project contribution to cancer risk increasing from 39 in one million to 44 in one million. **Table 11, Cumulative Mitigated Cancer Risk at Offsite Receptors for the Approved Project and the Re-phase Program**, shows the cumulative cancer risk estimates at the off-site Pier 70 maximally exposed individual receptors for both the approved project and the re-phase program. The cancer risk estimates are compared to the cumulative cancer risk criteria of 100 per one million. The locations of the maximally exposed

² San Francisco Department of Public Health, and San Francisco Planning Department, *San Francisco Citywide Health Risk Assessment: Technical Support Documentation*, February 2020.

individual receptors changed under the re-phasing program due to the temporal and geographic changes associated with the re-phasing, and these receptor location changes result in a change in the background cancer risk. However, for all cases, the risks are presented for the maximally impacted receptor. The updated analysis also reflects changes to the background cancer risk for both the approved project and the re-phase program as a result of the updated 2020 citywide health risk assessment.

Table 11 Cumulative Mitigated Cancer Risk at Offsite Pier 70 Receptors for the Approved Project and the Re-Phase Program

SOURCE	LIFETIME EXCESS CANCER RISK (IN ONE MILLION)	
	APPROVED PROJECT	RE-PHASE PROGRAM
Residential and Daycare Receptors (Pier 70)^a		
Background 2020	30	54**
Pier 70 Construction + Operation, Maximum Office Scenario (Mitigated) ^b	4.7	4.7
Project Construction – Off-road Emissions	33	38
Project Construction – Vehicle Traffic	0.005	0.02
Project Operation – Emergency Generators	0.39	0.72
Project Operation – Vehicle Traffic	0.49	0.42
Overall Project contribution (without background)	34	39
Cumulative Total	69	98
APEZ Criteria	100	100
Significant Cumulative Impact?	No	No

NOTES:

- ^a Assumes Pier 70 resident will move in while construction of the proposed project is ongoing. The cancer risk contribution from project emissions for the Pier 70 resident assumes exposure to project emissions begins in 2024.
- ^b For the purpose of the cumulative analysis for the Pier 70 resident, the Pier 70 construction schedule was modified to represent a reasonable worst case exposure scenario for potential future Pier 70 receptors. It was assumed Phase 2-5 construction emissions from Pier 70 are mitigated using Tier 4 equipment consistent with the Pier 70 EIR mitigation requirements.
- ^c For the purpose of the cumulative analysis for non- Pier 70 populations, the original Pier 70 construction schedule and mitigation scenarios as presented in the Pier 70 Project EIR is used as this resulted in the maximum cancer risks.
- ^d This analysis assumes the school receptor MEI is exposed to the project and Pier 70 emissions concurrently.
- * Note that totals may not match sums of intermediate values presented in this table or Air Quality Appendix tables due to rounding.
- ** Note that the Re-phase program results in a different location for the maximally exposed receptor and therefore the background risk is different than under the approved project

SOURCE: Ramboll, Tables, Figures and CalEEMod Output, 2020.

As shown in Table 11, the overall project contribution to excess cancer risk for the offsite receptor at Pier 70 would be increased by five in one million under the rephrase program compared to the approved project (i.e., an increase from 34 to 39 in one million). The increase in risk under the re-phase program at the Pier 70 receptors is attributable to an increased duration of over-lapping emissions of the two projects and project construction phases that would be closer in proximity to the new maximally exposed receptor. However, the resultant cumulative risk for the re-phase program would still be below the air pollutant exposure zone criteria of a cancer risk of 100 in one million.

Similar to the approved project, the health risk assessment for the re-phase program determined that impacts associated with excess cancer risk at both offsite and onsite receptors would exceed significance thresholds without mitigation, but implementation of Mitigation Measures M-AQ-2a (Construction Emissions Minimization) and M-AQ-2b (Diesel Back-up Generator Specifications) would reduce this impact to less than significant.

Also, like the approved project, future land uses under the re-phase program could include science laboratories and PDR activities, which have the potential for TAC emissions. However, under the approved project, implementation of Mitigation Measure M-AQ-4 (Siting of Uses that Emit Toxic Air Contaminants) would reduce this impact to less than significant. Under the re-phase program, this mitigation measure has been modified as shown below (modified text shown in double underline) to ensure that the re-phase program would not result in a cumulatively considerable contribution to health risk impacts in light of the updated background cancer risk from the 2020 citywide health risk assessment. Therefore, like the approved project, the impact related to exposure of sensitive receptors to substantial pollutant concentrations for the re-phase program, with or without development of the PG&E subarea, would be *less than significant with mitigation*.

Mitigation Measure AQ-4 (Re-phase Program): Siting of Uses that Emit Toxic Air Contaminants

For new development including R&D/life science uses and PDR use or other uses that would be expected to generate toxic air contaminants (TACs) as part of everyday operations (except for one generator that is expected on each block and is included in the re-phase program analysis), prior to issuance of the certificate of occupancy, the project sponsor shall obtain written verification from the Bay Area Air Quality Management District either that the facility has been issued a permit from the air district, if required by law, or that permit requirements do not apply to the facility. For stationary sources that require a permit from the Bay Area Air Quality Management District, the project sponsor shall also submit written verification to the San Francisco Planning Department that increased cancer risk associated with all such uses does not either: 1) cause the entire re-phase program plus cumulative sources to exceed a cancer risk of 100 per one million at any sensitive receptor, or 2) where the entire re-phase program plus cumulative sources do exceed a cancer risk of 100 per one million, the entire re-phase program's contribution is less than 7 per one million at sensitive receptors. This measure shall be applicable, at a minimum, to the following uses and any other potential uses that may emit TACs: gas dispensing facilities; auto body shops; metal plating shops; photographic processing shops; appliance repair shops; mechanical assembly cleaning; printing shops; medical clinics; laboratories, and biotechnology research facilities.

CONSISTENCY WITH CLEAN AIR PLAN

As described for the approved project (EIR p. 9-87), the approved project could conflict with implementation of the Bay Area 2017 Clean Air Plan. Table 4.G-12 (EIR pp. 4.G-59 to 4.G-63) lists the consistency of the approved project with applicable control measures of the 2017 Clean Air Plan, and the same information is applicable to the re-phase program, with or without development of the PG&E subarea. Without certain mitigation measures incorporated into the re-phase program, the re-phase program would not include applicable control measures from the 2017 Clean Air Plan. Because the re-phase program would result in significant and unavoidable criteria air pollutant emissions, similar to the approved project and because the re-phase program would not include all applicable control measures from the 2017 Clean Air Plan, this impact would be significant. However, as with the approved project, with implementation of Mitigation Measure M-AQ-5 (Include Spare the Air Telecommuting Information in Transportation Welcome Packets) (EIR p. 4.G-58), plus the other mitigation measures identified in the EIR, as shown in Table 4.G-12, the re-phase program would include applicable control strategies contained in the 2017 Clean Air Plan for the basin, and the impact would be *less than significant with mitigation*.

ODORS

Operation of the re-phase program at buildout would be substantially the same as under the approved project. For the same reasons described in **Impact AQ-6** (EIR pp. 9-87 and 4.G-65), the re-phase program, with or without development of the PG&E subarea, would not create objectionable odors that would affect a substantial number of people, and this impact would be *less than significant*.

CUMULATIVE IMPACTS: REGIONAL AIR QUALITY

As described in the Approach to Analysis on page 4.G-31 of the Final EIR, the project-level thresholds for criteria air pollutants are based on levels below which new sources are not anticipated to contribute to an air quality violation or result in a considerable net increase in criteria air pollutants. Therefore, because the re-phase program's emissions exceed the project-level thresholds as explained above, like the approved project, the re-phase program, with or without development of the PG&E subarea, would also result in a considerable contribution to cumulative regional air quality impacts. **Impact C-AQ-1** (EIR pp. 9-88 and 4.G-66) would be a significant impact. As discussed above, implementation of Mitigation Measures M-AQ-2a through M-AQ-2f and M-TR-5 would reduce the severity of this impact. However, because implementation of the emissions reduction project could be conducted by the air district and is outside the jurisdiction and control of the City and not fully within the control of the project sponsor and because no specific offset project has been identified, like the approved project, the cumulative impact of the re-phase program with respect to criteria air pollutants, with or without development of the PG&E subarea, is conservatively considered *significant and unavoidable with mitigation*.

CUMULATIVE IMPACTS: HEALTH RISK

The above analysis regarding the health risk impacts of the re-phase program conservatively focuses on cumulative impacts to demonstrate whether the re-phase program would result in any new or more severe impacts than the approved project. As discussed above, the re-phase program would result in a marginal reduction of excess cancer risk for the onsite receptor compared to the approved project, while the re-phase program would result in a marginal increase of excess cancer risk for the Pier 70 offsite receptor (an increased risk of five in one million compared to the approved project). The resultant cumulative risks would still be below the air pollutant exposure zone criteria of 100 in one million with mitigation. Increased cancer risks of the re-phase program, with or without development of the PG&E subarea, at both on-site and offset receptors would be significant without mitigation due to the contribution of construction activities. Like the approved project, implementation of Mitigation Measure M-AQ-2a (Construction Emissions Minimization) alone would be sufficient to reduce the impact of the re-phase program to a less than significant level, and the excess cancer risk impact to both onsite and offsite receptors under **Impact C-AQ-2** (EIR pp. 9-88 and 4.G-67 to 4.G-72) would be *less than significant with mitigation*.

Conclusion

Based on the discussion and analysis presented above, the San Francisco Planning Department has determined that the information presented in the Potrero Power Station Mixed-Use Development Project Final EIR, certified by the San Francisco Planning Commission on January 30, 2020, remains valid, and all conclusions in the Final EIR are applicable to the re-phase program. Specifically, the re-phase program would not result in new significant impacts not identified in the Final EIR, nor would it result in substantially more severe impacts than what was identified in the Final EIR.

Minor modifications have been made to the mitigation measures described above, to adjust the specified performance standards to match the proposed change in construction phasing. No changes have occurred with respect to circumstances relevant to the approved project that would cause new significant environmental impacts or would cause a substantial increase in the severity of previously identified significant effects. No new information has become available that would affect the analysis or conclusions in the Final EIR. Therefore, no major revision of the EIR is required and no additional environmental review is required beyond this EIR addendum.

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Determination

I do hereby certify that the above determination has been made pursuant to the California Environmental Quality Act, CEQA Guidelines, and San Francisco Administrative Code Chapter 31.



Lisa M. Gibson, Environmental Review Officer

September 9, 2020

Date of Determination

cc: Rachel Schuett, Environmental Planning
Chris Kern, Environmental Planning
Enrique Landa, California Barrel Company, LLC
Erin Epperson, California Barrel Company, LLC
James Abrams, J. Abrams Law
Bulletin Board / Master Decision File
Distribution List

Appendices to EIR Addendum

(Appendix numbering follows the same format and sequencing used in the Final EIR.)

- C.2 Supplemental Transportation Analysis, Re-Phase Program
- E.2 Supplemental Air Quality Supporting Information, Re-Phase Program
- L Re-Phase Program, Maximum Residential Scenario
- M Hazardous Materials Remediation Status Update

Appendix C.2

Supplemental Transportation Analysis, Re-Phase Program

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APPENDIX C.2

RE-PHASE PROGRAM – TRANSPORTATION ANALYSIS SUPPORTING INFORMATION

1. Travel Demand Calculations/Parking Demand/Loading Demand

1a. Re-Phase Program	C2 - 3
1b. Re-Phase Program – Maximum Residential	C2 - 35
1c. Re-Phase Program No PG&E Site	C2 - 67

2. Phasing Analysis

2a. Re-Phase Program	C2 - 99
2b. Re-Phase Program – Maximum Residential	C2 - 101
2c. Re-Phase Program No PG&E Site	C2 - 103

1a TRAVEL DEMAND ANALYSIS – RE-PHASE PROGRAM

Aggregated Travel Demand Calculations

**Potrero Power Station Mixed-Use Development Project
Re-Phase Program**

	LAND USE CATEGORY														Total Development (w/ occup. factor)
	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	
	1,066,975 gsf 1,429 units	1,336,009 gsf 1,048 units	241,574 gsf 250 rooms	831,606 gsf	645,738 gsf	32,000 gsf	8,400 gsf	35,000 gsf	26,877 gsf (w/ occup. factor)	19,962 gsf	12,000 gsf	5,000 gsf	25,000 gsf	6.9 acres	

INTERNAL AND EXTERNAL TRIP GENERATION RATES	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Daily Trip Rate (per d.u. / per 1,000 gsf)	7.5	10.0	7.0	18.1	8.0	18.1	150.0	297.0	200.0	600.0	67.0	195.0	80.0	20.0	17.9
AM Peak Hour as % of daily	14.2%	14.2%	8.8%	8.9%	18.2%	8.9%	2.3%	2.6%	1.1%	1.1%	17.8%	2.0%	6.1%	13.0%	8.2%
AM Peak Hour Trip Rate (per unit, per room, per 1000 gsf, per acre)	1.07	1.42	0.62	1.61	1.46	1.61	3.49	7.78	2.16	6.49	11.90	3.90	4.85	2.60	1.47
PM Peak Hour as % of daily	17.3%	17.3%	10.0%	8.5%	16.0%	8.5%	9.0%	7.3%	10.0%	10.0%	18.0%	16.2%	13.4%	9.0%	12.0%
PM Peak Hour Trip Rate (per unit, per room, per 1000 gsf, per acre)	1.30	1.73	0.70	1.54	1.28	1.54	13.50	21.68	20.00	60.00	12.06	31.50	10.73	1.80	2.14
% Modal Share															
Auto	41%	41%	47%	49%	49%	49%	50%	50%	50%	50%	45%	43%	46%	46%	47%
Transit	40%	40%	24%	27%	27%	27%	15%	15%	15%	15%	27%	25%	23%	22%	26%
Walk/Other	19%	19%	29%	24%	24%	24%	35%	35%	35%	35%	28%	32%	31%	32%	27%
Average Vehicle Occupancy Rate															
Weekday Daily	1.10	1.10	2.10	1.80	1.80	1.80	2.01	2.01	2.01	2.01	2.04	2.36	2.21	2.28	1.64
Weekday AM Peak Hour	1.10	1.10	1.76	1.45	1.45	1.45	1.43	2.01	1.36	2.01	2.08	2.34	2.21	2.28	1.32
Weekday PM Peak Hour	1.10	1.10	1.60	1.45	1.45	1.45	2.01	2.01	2.01	2.01	2.08	2.34	2.21	2.28	1.45

INTERNAL AND EXTERNAL TRIPS BY MODE BEFORE ADJUSTMENT	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Weekday Daily															
Auto Person Trips	4,373	4,274	823	7,406	2,542	285	631	5,209	2,694	6,002	362	418	928	64	36,010
Transit Person Trips	4,331	4,233	418	4,092	1,404	157	184	1,514	783	1,745	219	246	459	31	19,816
Walk/Other Person Trips	2,016	1,970	509	3,555	1,220	137	445	3,672	1,899	4,231	223	310	613	44	20,843
Total Person Trips	10,719	10,478	1,750	15,052	5,166	579	1,260	10,395	5,375	11,977	804	975	2,000	138	76,669
Total Vehicle Trips	3,979	3,890	393	4,111	1,411	158	314	2,586	1,337	2,980	178	177	420	28	21,963
				2,185	750	1,927	0.47	0.00							
Weekday AM Peak Hour															
Auto Person Trips	622	608	77	716	504	28	16	136	32	65	64	8	56	8	2,940
Transit Person Trips	616	602	43	450	317	17	10	40	21	19	38	5	28	4	2,210
Walk/Other Person Trips	287	280	35	173	122	7	4	96	5	46	41	6	37	6	1,145
Total Person Trips	1,525	1,491	155	1,340	942	52	29	272	58	130	143	20	121	18	6,295
Total Vehicle Trips	566	554	43	494	347	19	11	68	23	32	31	4	25	4	2,221
Weekday PM Peak Hour															
Auto Person Trips	756	739	90	684	442	26	57	380	269	600	65	68	125	6	4,307
Transit Person Trips	749	732	53	430	278	17	17	111	78	174	39	40	62	3	2,783
Walk/Other Person Trips	349	341	32	166	107	6	40	268	190	423	41	50	82	4	2,098
Total Person Trips	1,854	1,813	175	1,279	827	49	113	759	538	1,198	145	158	268	12	9,188
Total Vehicle Trips	688	673	56	472	305	18	28	189	134	298	31	29	56	3	2,980

Potrero Power Station Mixed-Use Development Project
Re-Phase Program

INTERNAL AND EXTERNAL TRIPS INBOUND/OUTBOUND SPLITS	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Weekday AM Peak Hour															
SF Guidelines Work															
Inbound	0%	0%	75%	90%	90%	90%	90%	90%	100%	100%	90%	100%	90%	95%	
Outbound	100%	100%	25%	10%	10%	10%	10%	10%	0%	0%	10%	0%	10%	5%	
SF Guidelines Non-Work															
Inbound	67%	67%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	60%	60%	
Outbound	33%	33%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	40%	40%	
ITE															
Inbound	20%	20%	59%	88%	83%	88%	62%	62%	N.A.	55%	53%	71%	66%	61%	
Outbound	80%	80%	41%	12%	17%	12%	38%	38%		45%	47%	29%	34%	39%	
Person Trips															
Inbound	33%	33%	60%	83%	83%	83%	84%	52%	100%	52%	57%	52%	62%	60%	56%
Outbound	67%	67%	40%	17%	17%	17%	16%	48%	0%	48%	43%	48%	39%	40%	44%
Inbound	508	497	93	1,114	784	43	25	140	58	67	81	10	75	11	3,507
Outbound	1,017	994	62	225	158	9	5	132	-	62	62	9	47	7	2,788
Total Person Trips	1,525	1,491	155	1,340	942	52	29	272	58	130	143	20	121	18	6,295
Vehicle Trips															
Inbound	33%	33%	64%	86%	86%	86%	86%	53%	100%	53%	63%	54%	63%	61%	57%
Outbound	67%	67%	36%	14%	14%	14%	14%	47%	0%	47%	37%	46%	37%	39%	43%
Inbound	189	185	28	426	300	16	10	36	23	17	19	2	16	2	1,269
Outbound	378	369	16	68	48	3	2	32	-	15	11	2	9	1	952
Total Vehicle Trips	566	554	43	494	347	19	11	68	23	32	31	4	25	4	2,221
Weekday PM Peak Hour															
SF Guidelines Work															
Inbound	100%	100%	50%	10%	10%	10%	10%	10%	0%	0%	10%	0%	10%	5%	
Outbound	0%	0%	50%	90%	90%	90%	90%	90%	100%	100%	90%	100%	90%	95%	
SF Guidelines Non-Work															
Inbound	33%	33%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	
Outbound	67%	67%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	
ITE															
Inbound	50%	50%	51%	17%	15%	17%	48%	51%	67%	60%	47%	48%	49%	61%	
Outbound	50%	50%	49%	83%	85%	83%	52%	49%	33%	40%	53%	52%	51%	39%	
Person Trips															
Inbound	67%	67%	50%	17%	17%	17%	48%	48%	48%	48%	43%	48%	48%	50%	48%
Outbound	33%	33%	50%	83%	83%	83%	52%	52%	52%	52%	57%	52%	52%	50%	52%
Inbound	1,236	1,208	88	215	139	8	55	367	258	575	63	76	129	6	4,423
Outbound	618	604	88	1,064	688	41	59	392	280	623	82	82	140	6	4,765
Total Person Trips	1,854	1,813	175	1,279	827	49	113	759	538	1,198	145	158	268	12	9,188
Vehicle Trips															
Inbound	67%	67%	50%	14%	14%	14%	47%	47%	47%	47%	37%	46%	46%	49%	47%
Outbound	33%	33%	50%	86%	86%	86%	53%	53%	53%	53%	63%	54%	54%	51%	53%
Inbound	459	449	28	65	42	2	13	90	63	139	12	13	26	1	1,401
Outbound	229	224	28	407	263	16	15	99	71	159	19	16	30	1	1,578
Total Vehicle Trips	688	673	56	472	305	18	28	189	134	298	31	29	56	3	2,980

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INTERNAL AND LINKED PERSON TRIP ADJUSTMENT FACTORS	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Weekday Daily															
Internal trip factor	36.0%	36.0%	36.0%	21.2%	21.2%	21.2%	25.0%	25.0%	20.0%	25.5%	75.0%	75.0%	30.0%	10.0%	
Internal linked trip factor	15.0%	15.0%	40.0%	20.0%	10.0%	20.0%	50.0%	50.0%	60.0%	80.0%	75.0%	60.0%	55.0%	30.0%	
Internal person trips	3,280	3,206	378	2,557	987	98	158	1,299	430	611	151	293	270	10	13,729
Total internal person trip productions															6,864
Total internal person trip attractions															6,864
Difference															0
% difference															0%
Internal and linked person trips (Walk)	3,859	3,772	630	3,197	1,097	123	315	2,599	1,075	3,057	603	731	600	14	21,671
Overall total trip reduction	36%	36%	36%	21%	21%	21%	25%	25%	20%	26%	75%	75%	30%	10%	28%
Weekday AM Peak Hour															
Internal trip factor	18.5%	18.5%	18.5%	19.5%	19.5%	19.5%	30.0%	30.0%	25.0%	30.0%	75.0%	75.0%	30.0%	10.0%	
Internal linked trip factor	15.0%	15.0%	40.0%	20.0%	10.0%	20.0%	50.0%	50.0%	60.0%	80.0%	75.0%	60.0%	55.0%	30.0%	
Internal person trips	240	234	17	209	165	8	4	41	6	8	27	6	16	1	983
Total internal person trip productions															491
Total internal person trip attractions															491
Difference															0
% difference															0%
Internal and linked person trips (Walk)	282	276	29	261	184	10	9	82	15	39	107	15	36	2	1,345
Overall total trip reduction	19%	19%	19%	20%	20%	20%	30%	30%	25%	30%	75%	75%	30%	10%	21%
Weekday PM Peak Hour															
Internal trip factor	28.3%	28.3%	28.3%	30.1%	30.1%	30.1%	30.0%	30.0%	25.0%	30.0%	75.0%	75.0%	30.0%	10.0%	
Internal linked trip factor	15.0%	15.0%	40.0%	20.0%	10.0%	20.0%	50.0%	50.0%	60.0%	80.0%	75.0%	60.0%	55.0%	30.0%	
Internal person trips	446	436	30	308	224	12	17	114	54	72	27	47	36	1	1,825
Total internal person trip productions															912
Total internal person trip attractions															912
Difference															0
% difference															0%
Internal and linked person trips (Walk)	525	513	50	386	249	15	34	228	134	359	109	118	81	1	2,801
Overall total trip reduction	28%	28%	28%	30%	30%	30%	30%	30%	25%	30%	75%	75%	30%	10%	30%
TRIP SUBTRACTION CHECK															
Weekday Daily	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Weekday AM Peak Hour	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Weekday PM Peak Hour	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
PEAK HOUR CHECK															
Auto Person Trips SD1+SD3															
Daily External Trips	1,280	1,251	51	1,074	369	41	130	1,071	683	1,204	38	97	106	17	7,412
AM+PM External Trips	553	541	18	95	66	4	9	81	57	105	16	17	21	4	1,587
Average Peak Hour Factor	22%	22%	18%	4%	9%	4%	4%	4%	4%	4%	21%	9%	10%	11%	11%
Transit Person Trips SD1+SD3															
Daily External Trips	1,467	1,434	33	749	257	29	36	298	190	335	23	57	69	11	4,988
AM+PM External Trips	634	620	13	74	51	3	3	23	17	29	10	10	13	2	1,501
Average Peak Hour Factor	22%	22%	19%	5%	10%	5%	4%	4%	4%	4%	21%	9%	10%	11%	15%
Walk/Other Person Trips SD1+SD3															
Daily External Trips	754	737	59	1,091	375	42	103	851	543	957	29	73	129	21	5,767
AM+PM External Trips	326	319	17	63	44	2	7	65	45	83	12	13	25	5	1,026
Average Peak Hour Factor	22%	22%	14%	3%	6%	3%	4%	4%	4%	4%	21%	9%	10%	11%	9%

Potrero Power Station Mixed-Use Development Project
Re-Phase Program

EXTERNAL ONLY TRIPS - TOTAL BOTH WAYS AFTER ADJUSTMENT	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Weekday Daily															
Superdistrict 1															
Auto Person Trips	995	973	12	246	84	9	18	147	94	165	1	0	25	4	2,772
Transit Person Trips	1,141	1,115	10	238	82	9	13	111	71	125	1	0	21	3	2,942
Walk/Other Person Trips	587	574	32	592	203	23	41	337	215	379	1	0	69	11	3,065
Total Person Trips	2,723	2,661	54	1,077	369	41	72	595	380	669	2	1	116	19	8,779
Vehicle Trips	906	885	6	138	47	5	11	88	56	99	0	0	12	2	2,257
Superdistrict 2															
Auto Person Trips	149	146	120	987	339	38	48	399	206	459	9	1	139	10	3,051
Transit Person Trips	171	167	66	666	229	26	25	208	108	240	10	1	72	5	1,994
Walk/Other Person Trips	88	86	55	373	128	14	30	244	126	281	1	0	67	5	1,498
Total Person Trips	409	400	242	2,026	695	78	103	850	440	980	20	3	279	19	6,543
Vehicle Trips	136	133	64	586	201	23	32	260	135	300	7	1	71	5	1,954
Superdistrict 3															
Auto Person Trips	284	278	39	829	284	32	112	924	590	1,039	38	96	81	13	4,640
Transit Person Trips	326	319	23	510	175	20	23	187	119	210	22	57	48	8	2,046
Walk/Other Person Trips	168	164	28	499	171	19	62	514	328	578	28	73	60	10	2,702
Total Person Trips	778	760	89	1,838	631	71	197	1,625	1,037	1,827	88	226	189	31	9,388
Vehicle Trips	259	253	18	445	153	17	56	459	293	516	16	40	35	5	2,564
Superdistrict 4															
Auto Person Trips	149	146	70	659	226	25	34	284	147	328	9	1	78	5	2,164
Transit Person Trips	171	167	35	377	129	14	11	91	47	105	6	1	36	2	1,195
Walk/Other Person Trips	88	86	23	156	54	6	8	63	33	73	1	0	28	2	619
Total Person Trips	409	400	128	1,192	409	46	53	439	227	506	15	2	143	10	3,978
Vehicle Trips	136	133	34	357	123	14	20	167	86	193	6	1	36	2	1,307
East Bay															
Auto Person Trips	351	343	107	1,053	362	41	44	360	186	415	15	2	117	8	3,403
Transit Person Trips	260	255	60	722	248	28	22	181	94	209	14	2	60	4	2,158
Walk/Other Person Trips	87	85	26	182	63	7	28	233	121	269	1	0	31	2	1,134
Total Person Trips	698	682	193	1,958	672	75	94	775	401	893	30	4	208	14	6,695
Vehicle Trips	319	312	44	455	156	18	21	171	88	197	7	1	47	3	1,839
North Bay															
Auto Person Trips	156	153	44	439	150	17	27	219	113	252	7	1	47	3	1,628
Transit Person Trips	47	46	7	114	39	4	8	63	33	73	3	0	6	0	444
Walk/Other Person Trips	-	-	8	54	18	2	11	91	47	105	0	0	9	1	346
Total Person Trips	203	199	58	606	208	23	45	374	193	430	9	1	63	4	2,418
Vehicle Trips	142	139	24	255	88	10	15	122	63	141	4	1	25	2	1,030
South Bay															
Auto Person Trips	835	816	131	1,480	508	57	91	749	387	863	26	4	137	9	6,094
Transit Person Trips	597	584	24	320	110	12	14	114	59	132	7	1	24	1	2,000
Walk/Other Person Trips	167	163	11	86	30	3	9	70	36	81	1	0	13	1	670
Total Person Trips	1,599	1,563	166	1,887	648	73	113	934	483	1,076	33	5	173	11	8,763
Vehicle Trips	760	743	71	1,015	348	39	43	358	185	412	22	3	65	4	4,069
Outside Bay Area															
Auto Person Trips	42	41	78	535	183	21	106	873	451	1,006	2	0	94	7	3,437
Transit Person Trips	-	-	46	323	111	12	25	209	108	241	1	0	55	4	1,136
Walk/Other Person Trips	-	-	66	415	143	16	136	1,122	580	1,293	0	0	81	6	3,859
Total Person Trips	42	41	189	1,273	437	49	267	2,204	1,140	2,540	3	1	230	16	8,433
Vehicle Trips	38	37	30	220	76	8	39	321	166	370	1	0	36	3	1,347
All Origins															
Auto Person Trips	2,962	2,895	601	6,227	2,137	240	479	3,955	2,175	4,527	105	107	719	59	27,190
Transit Person Trips	2,714	2,653	271	3,271	1,122	126	141	1,166	639	1,335	64	63	322	28	13,915
Walk/Other Person Trips	1,184	1,157	248	2,358	809	91	324	2,675	1,486	3,059	32	74	359	38	13,893
Total Person Trips	6,860	6,706	1,120	11,855	4,069	456	945	7,796	4,300	8,921	201	244	1,400	124	54,997
Vehicle Trips	2,696	2,635	290	3,472	1,192	134	236	1,946	1,073	2,227	65	47	328	26	16,365
Total Internal Person Trips	3,859	3,772	630	3,197	1,097	123	315	2,599	1,075	3,057	603	731	600	14	21,671
Person-trip reduction	36%	36%	36%	21%	21%	21%	25%	25%	20%	26%	75%	75%	30%	10%	28%
Average Vehicle Occupancy	1.10	1.10	2.08	1.79	1.79	1.79	2.03	2.03	2.03	2.03	1.62	2.25	2.19	2.28	1.66

Potrero Power Station Mixed-Use Development Project
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EXTERNAL ONLY TRIPS - INBOUND AFTER ADJUSTMENT	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Weekday AM Peak Hour															
Superdistrict 1															
Auto Person Trips	73	71	2	14	10	1	0	2	0	1	0	0	1	0	173
Transit Person Trips	83	81	2	17	12	1	0	1	0	1	0	0	1	0	198
Walk/Other Person Trips	43	42	4	24	17	1	0	3	0	2	0	0	3	1	140
Total Person Trips	198	194	7	55	39	2	0	6	1	3	0	0	4	1	512
Vehicle Trips	66	64	1	10	7	0	0	1	0	0	0	0	0	0	152
Superdistrict 2															
Auto Person Trips	7	7	6	66	46	3	1	5	3	3	1	0	5	1	154
Transit Person Trips	8	8	4	63	45	2	1	3	4	1	1	0	3	0	144
Walk/Other Person Trips	4	4	2	13	9	0	0	3	0	2	0	0	3	0	41
Total Person Trips	19	19	12	142	100	5	3	11	7	6	2	0	10	2	339
Vehicle Trips	6	6	4	51	36	2	1	4	3	2	1	0	3	0	118
Superdistrict 3															
Auto Person Trips	21	20	6	50	35	2	0	10	1	5	5	1	3	1	159
Transit Person Trips	24	23	4	33	23	1	0	2	1	1	3	1	2	1	118
Walk/Other Person Trips	12	12	3	18	13	1	0	5	0	3	3	1	2	1	75
Total Person Trips	57	55	13	102	72	4	1	17	2	8	11	2	7	2	352
Vehicle Trips	19	18	3	38	26	1	0	5	1	2	2	0	1	0	119
Superdistrict 4															
Auto Person Trips	7	7	4	57	40	2	1	4	3	2	1	0	3	0	131
Transit Person Trips	8	8	2	39	28	2	1	1	2	1	1	0	1	0	94
Walk/Other Person Trips	4	4	1	6	4	0	0	1	0	0	0	0	1	0	22
Total Person Trips	19	19	7	102	71	4	2	6	6	3	1	0	5	1	247
Vehicle Trips	6	6	2	37	26	1	1	2	2	1	1	0	1	0	89
East Bay															
Auto Person Trips	17	16	7	97	68	4	2	5	5	2	1	0	4	1	230
Transit Person Trips	12	12	5	84	59	3	2	2	5	1	1	0	2	0	189
Walk/Other Person Trips	4	4	1	8	5	0	0	3	0	2	0	0	1	0	29
Total Person Trips	33	32	12	189	133	7	4	10	11	5	3	0	8	1	448
Vehicle Trips	15	15	3	46	33	2	1	2	3	1	1	0	2	0	124
North Bay															
Auto Person Trips	7	7	3	42	29	2	1	3	2	1	1	0	2	0	100
Transit Person Trips	2	2	1	16	11	1	0	1	1	0	0	0	0	0	36
Walk/Other Person Trips	-	-	0	2	1	0	0	1	0	1	0	0	0	0	6
Total Person Trips	10	9	4	60	42	2	1	5	3	2	1	0	2	0	143
Vehicle Trips	7	7	2	28	19	1	1	2	2	1	0	0	1	0	69
South Bay															
Auto Person Trips	40	39	9	160	113	6	4	10	9	5	2	0	5	1	403
Transit Person Trips	28	28	2	40	28	2	1	2	2	1	1	0	1	0	135
Walk/Other Person Trips	8	8	1	5	4	0	0	1	0	0	0	0	0	0	28
Total Person Trips	76	74	12	206	145	8	5	13	12	6	3	0	6	1	566
Vehicle Trips	36	35	7	139	98	5	3	5	8	2	2	0	2	0	344
Outside Bay Area															
Auto Person Trips	2	2	3	20	14	1	1	12	1	6	0	0	3	1	65
Transit Person Trips	-	-	2	14	10	1	0	3	1	1	0	0	2	0	33
Walk/Other Person Trips	-	-	2	9	6	0	0	15	0	7	0	0	3	0	44
Total Person Trips	2	2	7	43	30	2	1	30	1	14	0	0	9	1	142
Vehicle Trips	2	2	1	11	8	0	0	4	0	2	0	0	1	0	33
All Origins															
Auto Person Trips	173	169	40	506	356	19	10	50	26	24	10	1	27	5	1,417
Transit Person Trips	166	162	21	306	215	12	6	15	16	7	6	1	12	2	947
Walk/Other Person Trips	75	74	15	85	60	3	1	33	2	16	4	1	13	3	386
Total Person Trips	414	405	76	897	631	35	17	98	44	47	20	3	52	10	2,749
Vehicle Trips	157	154	24	360	253	14	7	25	19	12	7	1	12	2	1,047

Potrero Power Station Mixed-Use Development Project
Re-Phase Program

EXTERNAL ONLY TRIPS - OUTBOUND AFTER ADJUSTMENT	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Weekday AM Peak Hour															
Superdistrict 1															
Auto Person Trips	145	142	1	3	2	0	0	1	-	1	0	0	1	0	296
Transit Person Trips	166	162	1	3	2	0	0	1	-	1	0	0	0	0	338
Walk/Other Person Trips	86	84	3	5	3	0	0	3	-	2	0	0	2	1	187
Total Person Trips	397	388	5	11	8	0	0	6	-	3	0	0	3	1	821
Vehicle Trips	132	129	1	2	1	0	0	1	-	0	0	0	0	0	266
Superdistrict 2															
Auto Person Trips	14	14	4	13	9	1	0	5	-	2	1	0	3	0	67
Transit Person Trips	16	16	3	13	9	0	0	3	-	1	1	0	2	0	64
Walk/Other Person Trips	8	8	1	3	2	0	0	3	-	1	0	0	2	0	29
Total Person Trips	39	38	8	29	20	1	1	11	-	5	1	0	6	1	160
Vehicle Trips	13	13	2	8	6	0	0	3	-	2	0	0	2	0	49
Superdistrict 3															
Auto Person Trips	41	40	4	10	7	0	0	9	-	4	3	1	2	1	124
Transit Person Trips	47	46	2	7	5	0	0	2	-	1	2	1	1	0	115
Walk/Other Person Trips	24	24	2	4	3	0	0	5	-	2	3	1	1	1	70
Total Person Trips	113	111	8	21	14	1	0	16	-	7	8	2	4	2	308
Vehicle Trips	38	37	2	6	4	0	0	4	-	2	1	0	1	0	96
Superdistrict 4															
Auto Person Trips	14	14	3	11	8	0	0	4	-	2	1	0	2	0	59
Transit Person Trips	16	16	2	8	6	0	0	1	-	1	0	0	1	0	51
Walk/Other Person Trips	8	8	1	1	1	0	0	1	-	0	0	0	1	0	21
Total Person Trips	39	38	5	21	14	1	0	6	-	3	1	0	3	0	131
Vehicle Trips	13	13	1	6	4	0	0	2	-	1	0	0	1	0	42
East Bay															
Auto Person Trips	33	33	4	20	14	1	0	5	-	2	1	0	3	0	116
Transit Person Trips	25	24	3	17	12	1	0	2	-	1	1	0	1	0	88
Walk/Other Person Trips	8	8	1	2	1	0	0	3	-	1	0	0	1	0	25
Total Person Trips	66	65	8	38	27	1	1	10	-	5	2	0	5	1	228
Vehicle Trips	30	30	2	7	5	0	0	2	-	1	0	0	1	0	79
North Bay															
Auto Person Trips	15	14	2	8	6	0	0	3	-	1	0	0	1	0	52
Transit Person Trips	4	4	1	3	2	0	0	1	-	0	0	0	0	0	17
Walk/Other Person Trips	-	-	0	0	0	0	0	1	-	1	0	0	0	0	3
Total Person Trips	19	19	3	12	8	0	0	5	-	2	1	0	1	0	71
Vehicle Trips	13	13	1	4	3	0	0	2	-	1	0	0	1	0	38
South Bay															
Auto Person Trips	79	77	6	32	23	1	1	9	-	4	2	0	3	0	239
Transit Person Trips	57	55	1	8	6	0	0	1	-	1	0	0	1	0	131
Walk/Other Person Trips	16	15	0	1	1	0	0	1	-	0	0	0	0	0	35
Total Person Trips	152	148	8	42	29	2	1	12	-	6	2	0	4	1	406
Vehicle Trips	72	70	4	22	15	1	0	4	-	2	1	0	1	0	195
Outside Bay Area															
Auto Person Trips	4	4	2	4	3	0	0	11	-	5	0	0	2	0	36
Transit Person Trips	-	-	1	3	2	0	0	3	-	1	0	0	1	0	12
Walk/Other Person Trips	-	-	2	2	1	0	0	14	-	7	0	0	2	0	28
Total Person Trips	4	4	5	9	6	0	0	28	-	13	0	0	5	1	76
Vehicle Trips	4	4	1	2	1	0	0	4	-	2	0	0	1	0	18
All Origins															
Auto Person Trips	346	338	26	102	72	4	2	47	-	22	8	1	17	3	989
Transit Person Trips	332	325	14	62	43	2	1	14	-	7	5	1	8	1	814
Walk/Other Person Trips	151	147	10	17	12	1	0	31	-	15	3	1	8	2	398
Total Person Trips	829	810	50	181	127	7	3	92	-	44	15	2	33	6	2,201
Vehicle Trips	315	308	13	57	40	2	1	23	-	11	4	0	7	1	783

Potrero Power Station Mixed-Use Development Project
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EXTERNAL ONLY TRIPS - INBOUND AFTER ADJUSTMENT	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Weekday PM Peak Hour															
Superdistrict 1															
Auto Person Trips	142	139	1	1	0	0	1	4	4	6	0	0	2	0	298
Transit Person Trips	163	159	1	1	1	0	0	3	3	5	0	0	1	0	336
Walk/Other Person Trips	84	82	1	1	1	0	1	9	8	14	0	0	4	1	207
Total Person Trips	388	379	3	3	2	0	2	16	15	25	0	0	7	1	841
Vehicle Trips	129	126	0	0	0	0	0	2	2	4	0	0	1	0	266
Superdistrict 2															
Auto Person Trips	17	17	5	13	8	0	2	14	10	22	1	0	9	0	119
Transit Person Trips	20	19	4	12	8	0	1	7	5	12	1	0	5	0	95
Walk/Other Person Trips	10	10	2	2	2	0	1	9	6	13	0	0	4	0	60
Total Person Trips	47	46	11	27	18	1	4	30	21	47	1	0	18	1	274
Vehicle Trips	16	15	4	8	5	0	1	9	6	14	0	0	4	0	83
Superdistrict 3															
Auto Person Trips	41	40	2	2	2	0	4	25	23	39	3	7	5	1	194
Transit Person Trips	46	45	1	2	1	0	1	5	5	8	2	4	3	0	124
Walk/Other Person Trips	24	23	1	1	1	0	2	14	13	22	3	6	4	0	113
Total Person Trips	111	108	5	5	3	0	7	44	40	69	8	17	12	1	431
Vehicle Trips	37	36	1	1	1	0	2	12	11	19	1	3	2	0	127
Superdistrict 4															
Auto Person Trips	17	17	4	11	7	0	2	10	7	16	1	0	5	0	97
Transit Person Trips	20	19	3	8	5	0	0	3	2	5	0	0	2	0	68
Walk/Other Person Trips	10	10	1	1	1	0	0	2	2	3	0	0	2	0	32
Total Person Trips	47	46	7	20	13	1	2	16	11	24	1	0	9	0	198
Vehicle Trips	16	15	2	6	4	0	1	6	4	9	0	0	2	0	65
East Bay															
Auto Person Trips	40	40	7	19	12	1	2	13	9	20	1	0	8	0	171
Transit Person Trips	30	29	5	16	10	1	1	6	5	10	1	0	4	0	119
Walk/Other Person Trips	10	10	1	1	1	0	1	8	6	13	0	0	2	0	53
Total Person Trips	80	79	13	36	24	1	4	27	19	43	2	0	13	1	344
Vehicle Trips	37	36	3	7	5	0	1	6	4	9	0	0	3	0	111
North Bay															
Auto Person Trips	18	18	3	8	5	0	1	8	5	12	0	0	3	0	82
Transit Person Trips	5	5	1	3	2	0	0	2	2	4	0	0	0	0	25
Walk/Other Person Trips	-	-	0	0	0	0	0	3	2	5	0	0	1	0	13
Total Person Trips	23	23	4	12	7	0	2	13	9	21	1	0	4	0	120
Vehicle Trips	16	16	2	4	3	0	1	4	3	7	0	0	2	0	58
South Bay															
Auto Person Trips	96	94	11	31	20	1	4	26	19	41	2	0	9	0	355
Transit Person Trips	69	67	3	8	5	0	1	4	3	6	0	0	2	0	168
Walk/Other Person Trips	19	19	0	1	1	0	0	2	2	4	0	0	1	0	50
Total Person Trips	184	180	14	40	26	2	5	33	23	52	2	1	11	1	572
Vehicle Trips	88	86	8	21	14	1	2	12	9	19	1	0	4	0	265
Outside Bay Area															
Auto Person Trips	5	5	2	4	3	0	5	31	22	48	0	0	6	0	130
Transit Person Trips	-	-	1	3	2	0	1	7	5	12	0	0	4	0	35
Walk/Other Person Trips	-	-	2	2	1	0	6	40	28	62	0	0	5	0	145
Total Person Trips	5	5	5	8	5	0	12	78	55	122	0	0	15	1	311
Vehicle Trips	4	4	1	2	1	0	2	11	8	17	0	0	2	0	53
All Origins															
Auto Person Trips	376	368	35	88	57	3	20	131	98	205	8	8	46	3	1,447
Transit Person Trips	353	345	20	52	33	2	6	39	29	61	5	5	21	1	970
Walk/Other Person Trips	157	153	8	10	7	0	13	87	66	137	3	6	23	2	673
Total Person Trips	886	866	63	150	97	6	38	257	194	402	16	19	90	6	3,090
Vehicle Trips	342	335	22	49	32	2	9	63	47	98	4	4	20	1	1,029

Potrero Power Station Mixed-Use Development Project
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EXTERNAL ONLY TRIPS - OUTBOUND AFTER ADJUSTMENT	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Weekday PM Peak Hour															
Superdistrict 1															
Auto Person Trips	71	69	1	3	2	0	1	4	4	7	0	0	2	0	164
Transit Person Trips	81	79	1	4	2	0	0	3	3	5	0	0	1	0	181
Walk/Other Person Trips	42	41	1	6	4	0	1	10	9	15	0	0	5	1	135
Total Person Trips	194	190	3	13	8	0	3	17	16	27	0	0	8	1	480
Vehicle Trips	65	63	0	2	2	0	0	3	2	4	0	0	1	0	143
Superdistrict 2															
Auto Person Trips	9	8	5	63	41	2	2	15	11	24	1	0	10	0	192
Transit Person Trips	10	10	4	60	39	2	1	8	6	12	1	0	5	0	159
Walk/Other Person Trips	5	5	2	12	8	0	1	9	7	15	0	0	5	0	69
Total Person Trips	24	23	11	136	88	5	5	32	23	51	2	0	19	1	420
Vehicle Trips	8	8	4	48	31	2	1	10	7	16	1	0	5	0	142
Superdistrict 3															
Auto Person Trips	20	20	2	12	8	0	4	27	25	42	5	8	6	1	179
Transit Person Trips	23	23	1	8	5	0	1	5	5	9	3	5	3	0	91
Walk/Other Person Trips	12	12	1	4	3	0	2	15	14	24	3	6	4	0	100
Total Person Trips	55	54	5	24	15	1	7	47	44	75	11	18	13	1	370
Vehicle Trips	18	18	1	9	6	0	2	13	13	22	2	3	3	0	111
Superdistrict 4															
Auto Person Trips	9	8	4	54	35	2	2	11	8	17	1	0	5	0	156
Transit Person Trips	10	10	3	38	24	1	1	3	2	5	1	0	3	0	101
Walk/Other Person Trips	5	5	1	5	4	0	0	2	2	4	0	0	2	0	30
Total Person Trips	24	23	7	97	63	4	2	17	12	26	1	0	10	0	287
Vehicle Trips	8	8	2	36	23	1	1	6	5	10	1	0	3	0	104
East Bay															
Auto Person Trips	20	20	7	93	60	4	2	14	10	22	1	0	8	0	260
Transit Person Trips	15	15	5	80	52	3	1	7	5	11	1	0	4	0	199
Walk/Other Person Trips	5	5	1	7	5	0	1	9	6	14	0	0	2	0	56
Total Person Trips	40	39	13	180	116	7	4	29	21	46	3	1	15	1	515
Vehicle Trips	18	18	3	44	29	2	1	7	5	10	1	0	3	0	141
North Bay															
Auto Person Trips	9	9	3	40	26	2	1	8	6	13	1	0	3	0	121
Transit Person Trips	3	3	1	15	10	1	0	2	2	4	0	0	0	0	41
Walk/Other Person Trips	-	-	0	2	1	0	1	3	2	5	0	0	1	0	16
Total Person Trips	12	11	4	57	37	2	2	14	10	22	1	0	4	0	178
Vehicle Trips	8	8	2	26	17	1	1	5	3	8	0	0	2	0	81
South Bay															
Auto Person Trips	48	47	11	153	99	6	4	28	20	45	2	0	10	0	474
Transit Person Trips	34	34	3	38	25	1	1	4	3	7	1	0	2	0	152
Walk/Other Person Trips	10	9	0	5	3	0	0	3	2	4	0	0	1	0	38
Total Person Trips	92	90	14	196	127	8	5	35	25	56	3	1	12	1	664
Vehicle Trips	44	43	8	133	86	5	2	14	10	22	2	0	5	0	373
Outside Bay Area															
Auto Person Trips	2	2	2	19	13	1	5	33	23	52	0	0	7	0	160
Transit Person Trips	-	-	1	13	8	1	1	8	6	13	0	0	4	0	55
Walk/Other Person Trips	-	-	2	8	5	0	6	42	30	67	0	0	6	0	167
Total Person Trips	2	2	5	41	26	2	12	83	59	132	0	0	16	1	383
Vehicle Trips	2	2	1	11	7	0	2	12	9	20	0	0	3	0	69
All Origins															
Auto Person Trips	188	184	35	437	283	17	21	140	106	222	10	9	50	3	1,705
Transit Person Trips	176	172	20	256	165	10	6	41	31	66	6	5	22	1	979
Walk/Other Person Trips	79	77	8	50	33	2	14	93	72	148	4	6	25	2	612
Total Person Trips	443	433	63	744	480	29	41	274	210	436	21	20	98	6	3,297
Vehicle Trips	171	167	22	309	200	12	10	70	54	112	7	4	24	1	1,163

Potrero Power Station Mixed-Use Development Project
Re-Phase Program

EXTERNAL ONLY TRIPS - TOTAL BOTH WAYS AFTER ADJUSTMENT	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Weekday Daily															
Auto Person Trips															
Superdistrict 1	995	973	12	246	84	9	18	147	94	165	1	0	25	4	2,772
Superdistrict 2	149	146	120	987	339	38	48	399	206	459	9	1	139	10	3,051
Superdistrict 3	284	278	39	829	284	32	112	924	590	1,039	38	96	81	13	4,640
Superdistrict 4	149	146	70	659	226	25	34	284	147	328	9	1	78	5	2,164
East Bay	351	343	107	1,053	362	41	44	360	186	415	15	2	117	8	3,403
North Bay	156	153	44	439	150	17	27	219	113	252	7	1	47	3	1,628
South Bay	835	816	131	1,480	508	57	91	749	387	863	26	4	137	9	6,094
Outside of Bay Area	42	41	78	535	183	21	106	873	451	1,006	2	0	94	7	3,437
All Origins	2,962	2,895	601	6,227	2,137	240	479	3,955	2,175	4,527	105	107	719	59	27,190
Transit Person Trips															
Superdistrict 1	1,141	1,115	10	238	82	9	13	111	71	125	1	0	21	3	2,942
Superdistrict 2	171	167	66	666	229	26	25	208	108	240	10	1	72	5	1,994
Superdistrict 3	326	319	23	510	175	20	23	187	119	210	22	57	48	8	2,046
Superdistrict 4	171	167	35	377	129	14	11	91	47	105	6	1	36	2	1,195
East Bay	260	255	60	722	248	28	22	181	94	209	14	2	60	4	2,158
North Bay	47	46	7	114	39	4	8	63	33	73	3	0	6	0	444
South Bay	597	584	24	320	110	12	14	114	59	132	7	1	24	1	2,000
Outside of Bay Area	-	-	46	323	111	12	25	209	108	241	1	0	55	4	1,136
All Origins	2,714	2,653	271	3,271	1,122	126	141	1,166	639	1,335	64	63	322	28	13,915
Walk/Other Person Trips															
Superdistrict 1	587	574	32	592	203	23	41	337	215	379	1	0	69	11	3,065
Superdistrict 2	88	86	55	373	128	14	30	244	126	281	1	0	67	5	1,498
Superdistrict 3	168	164	28	499	171	19	62	514	328	578	28	73	60	10	2,702
Superdistrict 4	88	86	23	156	54	6	8	63	33	73	1	0	28	2	619
East Bay	87	85	26	182	63	7	28	233	121	269	1	0	31	2	1,134
North Bay	-	-	8	54	18	2	11	91	47	105	0	0	9	1	346
South Bay	167	163	11	86	30	3	9	70	36	81	1	0	13	1	670
Outside of Bay Area	-	-	66	415	143	16	136	1,122	580	1,293	0	0	81	6	3,859
All Origins	1,184	1,157	248	2,358	809	91	324	2,675	1,486	3,059	32	74	359	38	13,893
Total Person Trips															
Superdistrict 1	2,723	2,661	54	1,077	369	41	72	595	380	669	2	1	116	19	8,779
Superdistrict 2	409	400	242	2,026	695	78	103	850	440	980	20	3	279	19	6,543
Superdistrict 3	778	760	89	1,838	631	71	197	1,625	1,037	1,827	88	226	189	31	9,388
Superdistrict 4	409	400	128	1,192	409	46	53	439	227	506	15	2	143	10	3,978
East Bay	698	682	193	1,958	672	75	94	775	401	893	30	4	208	14	6,695
North Bay	203	199	58	606	208	23	45	374	193	430	9	1	63	4	2,418
South Bay	1,599	1,563	166	1,887	648	73	113	934	483	1,076	33	5	173	11	8,763
Outside of Bay Area	42	41	189	1,273	437	49	267	2,204	1,140	2,540	3	1	230	16	8,433
All Origins	6,860	6,706	1,120	11,855	4,069	456	945	7,796	4,300	8,921	201	244	1,400	124	54,997
Vehicle Trips															
Superdistrict 1	906	885	6	138	47	5	11	88	56	99	0	0	12	2	2,257
Superdistrict 2	136	133	64	586	201	23	32	260	135	300	7	1	71	5	1,954
Superdistrict 3	259	253	18	445	153	17	56	459	293	516	16	40	35	5	2,564
Superdistrict 4	136	133	34	357	123	14	20	167	86	193	6	1	36	2	1,307
East Bay	319	312	44	455	156	18	21	171	88	197	7	1	47	3	1,839
North Bay	142	139	24	255	88	10	15	122	63	141	4	1	25	2	1,030
South Bay	760	743	71	1,015	348	39	43	358	185	412	22	3	65	4	4,069
Outside of Bay Area	38	37	30	220	76	8	39	321	166	370	1	0	36	3	1,347
All Origins	2,696	2,635	290	3,472	1,192	134	236	1,946	1,073	2,227	65	47	328	26	16,365

Potrero Power Station Mixed-Use Development Project
Re-Phase Program

EXTERNAL ONLY TRIPS - TOTAL BOTH WAYS AFTER ADJUSTMENT	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Weekday AM Peak Hour															
Auto Person Trips															
Superdistrict 1	218	213	3	17	12	1	0	3	0	1	0	0	2	1	469
Superdistrict 2	21	21	10	79	56	3	2	10	3	5	1	0	8	1	222
Superdistrict 3	62	61	10	60	43	2	0	19	1	9	8	2	5	2	283
Superdistrict 4	21	21	7	68	48	3	1	7	3	4	1	0	5	1	190
East Bay	50	49	11	117	82	4	2	9	5	4	2	0	7	1	345
North Bay	22	22	5	50	35	2	1	6	2	3	1	0	3	0	152
South Bay	119	116	16	193	136	7	4	20	9	9	4	0	8	1	643
Outside of Bay Area	6	6	5	24	17	1	1	23	1	11	0	0	6	1	102
All Origins	519	507	66	609	428	23	12	97	26	46	18	2	44	8	2,405
Transit Person Trips															
Superdistrict 1	249	244	3	20	14	1	0	2	0	1	0	0	1	0	536
Superdistrict 2	24	24	7	76	54	3	2	5	4	3	1	0	4	1	208
Superdistrict 3	71	70	6	40	28	2	0	4	1	2	5	1	3	1	232
Superdistrict 4	24	24	4	47	33	2	1	2	2	1	1	0	2	0	145
East Bay	37	36	8	101	71	4	2	5	5	2	2	0	4	0	277
North Bay	7	7	1	19	13	1	0	2	1	1	0	0	0	0	53
South Bay	85	83	3	48	34	2	1	3	2	1	1	0	1	0	265
Outside of Bay Area	-	-	3	16	12	1	0	5	1	3	0	0	3	1	45
All Origins	498	487	35	367	258	14	7	29	16	14	11	1	20	4	1,761
Walk/Other Person Trips															
Superdistrict 1	128	125	7	29	20	1	0	7	0	3	0	0	4	1	327
Superdistrict 2	13	12	4	15	11	1	0	6	0	3	0	0	4	1	70
Superdistrict 3	37	36	6	22	16	1	0	10	0	5	6	1	4	1	145
Superdistrict 4	13	12	2	7	5	0	0	2	0	1	0	0	2	0	43
East Bay	12	12	2	9	7	0	0	6	0	3	0	0	2	0	54
North Bay	-	-	1	3	2	0	0	2	0	1	0	0	1	0	9
South Bay	24	23	1	7	5	0	0	2	0	1	0	0	1	0	63
Outside of Bay Area	-	-	4	10	7	0	1	29	0	14	0	0	5	1	72
All Origins	226	221	25	102	72	4	2	65	2	31	7	1	22	5	783
Total Person Trips															
Superdistrict 1	595	582	12	66	46	3	0	12	1	6	0	0	7	2	1,333
Superdistrict 2	58	57	21	171	120	7	3	22	7	11	3	0	17	3	500
Superdistrict 3	170	166	21	122	86	5	1	33	2	16	19	4	11	4	660
Superdistrict 4	58	57	12	122	86	5	3	11	6	5	2	0	9	1	378
East Bay	99	97	21	227	160	9	5	20	11	10	4	0	13	2	676
North Bay	29	28	6	72	51	3	2	10	3	5	1	0	4	1	214
South Bay	228	222	20	247	174	10	6	24	12	12	5	0	10	1	971
Outside of Bay Area	6	6	12	51	36	2	2	58	1	27	1	0	14	2	218
All Origins	1,243	1,215	126	1,078	759	41	21	191	44	91	36	5	85	16	4,950
Vehicle Trips															
Superdistrict 1	198	193	2	12	8	0	0	2	0	1	0	0	1	0	418
Superdistrict 2	19	19	6	59	41	2	1	7	3	3	1	0	4	1	167
Superdistrict 3	57	55	5	43	31	2	0	9	1	4	3	1	2	1	215
Superdistrict 4	19	19	4	43	30	2	1	4	2	2	1	0	2	0	130
East Bay	45	44	5	54	38	2	1	4	3	2	1	0	3	0	203
North Bay	20	20	3	32	22	1	1	3	2	2	1	0	2	0	108
South Bay	108	106	11	161	113	6	4	9	8	4	3	0	4	1	538
Outside of Bay Area	5	5	2	13	9	0	0	8	0	4	0	0	2	0	51
All Origins	472	462	38	417	293	16	8	48	19	23	11	1	20	3	1,830

Potrero Power Station Mixed-Use Development Project
Re-Phase Program

EXTERNAL ONLY TRIPS - TOTAL BOTH WAYS AFTER ADJUSTMENT	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Weekday PM Peak Hour															
Auto Person Trips															
Superdistrict 1	213	208	1	4	3	0	1	8	8	13	0	0	3	0	462
Superdistrict 2	26	25	11	76	49	3	4	29	21	46	1	0	19	1	311
Superdistrict 3	61	59	5	14	9	1	8	52	48	82	8	15	11	1	372
Superdistrict 4	26	25	8	65	42	2	3	21	15	33	1	0	11	0	253
East Bay	61	59	14	111	72	4	4	26	19	42	2	1	16	1	431
North Bay	27	26	6	48	31	2	2	16	11	25	1	0	6	0	203
South Bay	144	141	21	184	119	7	8	55	39	86	4	1	18	1	829
Outside of Bay Area	7	7	5	23	15	1	10	64	45	101	0	0	13	1	291
All Origins	565	552	71	526	340	20	40	270	205	427	18	17	96	5	3,152
Transit Person Trips															
Superdistrict 1	244	238	1	5	3	0	1	6	6	10	0	0	3	0	517
Superdistrict 2	30	29	9	73	47	3	2	15	11	24	2	0	10	0	254
Superdistrict 3	70	68	3	9	6	0	2	10	10	16	5	9	6	1	215
Superdistrict 4	30	29	5	45	29	2	1	7	5	11	1	0	5	0	169
East Bay	45	44	11	96	62	4	2	13	9	21	2	0	8	0	318
North Bay	8	8	2	18	12	1	1	5	3	7	0	0	1	0	66
South Bay	103	101	5	46	30	2	1	8	6	13	1	0	3	0	320
Outside of Bay Area	-	-	3	16	10	1	2	15	11	24	0	0	7	0	90
All Origins	529	517	39	308	199	12	12	80	60	126	11	10	43	3	1,950
Walk/Other Person Trips															
Superdistrict 1	125	123	3	7	4	0	3	19	17	30	0	0	9	1	341
Superdistrict 2	15	15	3	15	9	1	3	18	13	28	0	0	9	0	129
Superdistrict 3	36	35	2	5	3	0	4	29	27	45	6	11	8	1	213
Superdistrict 4	15	15	1	7	4	0	1	5	3	7	0	0	4	0	62
East Bay	15	15	2	9	6	0	3	17	12	27	0	0	4	0	109
North Bay	-	-	0	2	2	0	1	7	5	10	0	0	1	0	29
South Bay	29	28	1	6	4	0	1	5	4	8	0	0	2	0	88
Outside of Bay Area	-	-	3	10	6	0	12	82	58	129	0	0	11	1	313
All Origins	236	230	16	61	39	2	27	181	138	285	7	12	48	3	1,284
Total Person Trips															
Superdistrict 1	582	569	5	15	10	1	5	33	31	53	0	0	16	2	1,321
Superdistrict 2	71	69	23	163	105	6	9	62	44	98	3	1	37	2	694
Superdistrict 3	166	162	10	28	18	1	14	91	84	143	19	35	25	3	801
Superdistrict 4	71	69	15	117	75	4	5	32	23	51	2	1	19	1	484
East Bay	121	118	26	217	140	8	8	57	40	89	5	1	28	1	859
North Bay	35	34	8	69	44	3	4	27	19	43	1	0	8	0	298
South Bay	277	270	27	236	153	9	10	68	48	108	5	1	23	1	1,237
Outside of Bay Area	7	7	11	49	32	2	24	161	114	254	1	0	31	1	693
All Origins	1,329	1,299	125	894	577	34	79	531	403	838	36	39	188	11	6,386
Vehicle Trips															
Superdistrict 1	194	189	1	3	2	0	1	5	5	8	0	0	2	0	408
Superdistrict 2	24	23	7	56	36	2	3	19	13	30	1	0	10	0	225
Superdistrict 3	55	54	3	10	7	0	4	26	24	40	3	6	5	0	238
Superdistrict 4	24	23	5	41	27	2	2	12	9	19	1	0	5	0	169
East Bay	55	54	6	51	33	2	2	12	9	20	1	0	6	0	253
North Bay	25	24	4	31	20	1	1	9	6	14	1	0	3	0	139
South Bay	131	128	17	154	99	6	4	26	18	41	3	1	9	0	638
Outside of Bay Area	7	6	2	12	8	0	4	23	17	37	0	0	5	0	122
All Origins	514	502	44	358	231	14	20	133	101	209	11	8	44	2	2,191

Individual Land Use Trip Generation Calculations

Potrero Power Station Mixed-Use Development Project

Re-Phase Program

LAND USE: RESIDENTIAL Studio/1-Bedroom (WORK TRIPS)

Proposed Size: 1,429 units			
DAILY		AM PEAK HOUR	
Person-trip Generation Rate [1]:	7.5 trips/unit	Person-trip Gen Rate: 14.2% [5]	1.1
Total Person Trips:	10,719 person-trips	Total Person-trips:	1,525
Work Trips [2]:	33%	Work Person-trips:	50% [6]

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [4]	Average Vehicle Occupancy [4]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 53.4%	Auto	36.5%	1.10	690	628	149	135	181	165
	Transit	41.9%		791		171		207	
	Walk	9.3%		175		38		46	
	Other	12.3%		232		50		61	
	All Modes	100.0%		1,889	628	407	135	495	165
SF Superdistrict 2 3.8%	Auto	36.5%	1.10	49	45	11	10	13	12
	Transit	41.9%		57		12		15	
	Walk	9.3%		13		3		3	
	Other	12.3%		17		4		4	
	All Modes	100.0%		135	45	29	10	35	12
SF Superdistrict 3 15.3%	Auto	36.5%	1.10	197	180	43	39	52	47
	Transit	41.9%		226		49		59	
	Walk	9.3%		50		11		13	
	Other	12.3%		66		14		17	
	All Modes	100.0%		540	180	116	39	141	47
SF Superdistrict 4 3.8%	Auto	36.5%	1.10	49	45	11	10	13	12
	Transit	41.9%		57		12		15	
	Walk	9.3%		13		3		3	
	Other	12.3%		17		4		4	
	All Modes	100.0%		135	45	29	10	35	12
East Bay 6.5%	Auto	50.3%	1.10	116	105	25	23	30	28
	Transit	37.3%		86		19		23	
	Walk	0.0%		0		0		0	
	Other	12.4%		29		6		7	
	All Modes	100.0%		230	105	50	23	60	28
North Bay 1.9%	Auto	76.9%	1.10	52	47	11	10	14	12
	Transit	23.1%		16		3		4	
	Walk	0.0%		0		0		0	
	Other	0.0%		0		0		0	
	All Modes	100.0%		67	47	14	10	18	12
South Bay 14.9%	Auto	52.2%	1.10	276	251	59	54	72	66
	Transit	37.4%		197		43		52	
	Walk	0.0%		0		0		0	
	Other	10.4%		55		12		14	
	All Modes	100.0%		528	251	114	54	138	66
Out of Region 0.4%	Auto	100.0%	1.10	14	13	3	3	4	3
	Transit	0.0%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	0.0%		0		0		0	
	All Modes	100.0%		14	13	3	3	4	3
All Origins 100.0%	Auto	40.8%	1.10	1,443	1,313	311	283	378	344
	Transit	40.4%		1,429		308		375	
	Walk	7.1%		250		54		66	
	Other	11.7%		415		89		109	
	All Modes	100.0%		3,537	1,313	763	283	927	344

Notes:

- [1] SF Guidelines, Appendix C - Table C-1 (Residential)
 [2] SF Guidelines, Appendix C - Table C-2 (Residential)
 [3] 1990 and 2000 U.S. census (Tracts 226 and 227)
 [4] 2011-2015 American Community Survey 5-Year Estimate (Tract 226)
 [5] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines
 [6] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines

Potrero Power Station Mixed-Use Development Project

Re-Phase Program

LAND USE: RESIDENTIAL Studio/1-Bedroom (NON-WORK TRIPS)

Proposed Size: 1,429 units			
DAILY		AM PEAK HOUR	
Person-trip Generation Rate [1]:	7.5 trips/unit	Person-trip Gen Rate: 14.2% [5]	1.1
Total Person Trips:	10,719 person-trips	Total Person-trips:	1,525
Non-Work Trips [2]:	67%	Non-Work Person-trips:	50% [6]

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [4]	Average Vehicle Occupancy [4]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 53.4%	Auto	36.5%	1.10	1,402	1,276	149	135	181	165
	Transit	41.9%		1,607		171		207	
	Walk	9.3%		355		38		46	
	Other	12.3%		471		50		61	
	All Modes	100.0%		3,835	1,276	407	135	495	165
SF Superdistrict 2 3.8%	Auto	36.5%	1.10	100	91	11	10	13	12
	Transit	41.9%		115		12		15	
	Walk	9.3%		25		3		3	
	Other	12.3%		34		4		4	
	All Modes	100.0%		274	91	29	10	35	12
SF Superdistrict 3 15.3%	Auto	36.5%	1.10	401	364	43	39	52	47
	Transit	41.9%		459		49		59	
	Walk	9.3%		102		11		13	
	Other	12.3%		135		14		17	
	All Modes	100.0%		1,096	364	116	39	141	47
SF Superdistrict 4 3.8%	Auto	36.5%	1.10	100	91	11	10	13	12
	Transit	41.9%		115		12		15	
	Walk	9.3%		25		3		3	
	Other	12.3%		34		4		4	
	All Modes	100.0%		274	91	29	10	35	12
East Bay 6.5%	Auto	50.3%	1.10	235	214	25	23	30	28
	Transit	37.3%		174		19		23	
	Walk	0.0%		0		0		0	
	Other	12.4%		58		6		7	
	All Modes	100.0%		467	214	50	23	60	28
North Bay 1.9%	Auto	76.9%	1.10	105	95	11	10	14	12
	Transit	23.1%		32		3		4	
	Walk	0.0%		0		0		0	
	Other	0.0%		0		0		0	
	All Modes	100.0%		136	95	14	10	18	12
South Bay 14.9%	Auto	52.2%	1.10	559	509	59	54	72	66
	Transit	37.4%		400		43		52	
	Walk	0.0%		0		0		0	
	Other	10.4%		112		12		14	
	All Modes	100.0%		1,071	509	114	54	138	66
Out of Region 0.4%	Auto	100.0%	1.10	28	26	3	3	4	3
	Transit	0.0%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	0.0%		0		0		0	
	All Modes	100.0%		28	26	3	3	4	3
All Origins 100.0%	Auto	40.8%	1.10	2,930	2,666	311	283	378	344
	Transit	40.4%		2,902		308		375	
	Walk	7.1%		508		54		66	
	Other	11.7%		843		89		109	
	All Modes	100.0%		7,182	2,666	763	283	927	344

Notes:

- [1] SF Guidelines, Appendix C - Table C-1 (Residential)
 [2] SF Guidelines, Appendix C - Table C-2 (Residential)
 [3] 1990 and 2000 U.S. census (Tracts 226 and 227)
 [4] 2011-2015 American Community Survey 5-Year Estimate (Tract 226)
 [5] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines
 [6] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines

Potrero Power Station Mixed-Use Development Project

Re-Phase Program

LAND USE: RESIDENTIAL 2 or more bedrooms (WORK TRIPS)

Proposed Size: 1,048 units							
DAILY				AM PEAK HOUR		PM PEAK HOUR	
Person-trip Generation Rate [1]:		10.0 trips/unit	Person-trip Gen Rate:	14.2% [5]	1.4	17.3% [1]	1.7
Total Person Trips:		10,478 person-trips	Total Person-trips:		1,491	1,813	
Work Trips [2]:		33% 3,458 person-trips	Work Person-trips:		50% [6]	746	50% [2] 906

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [4]	Average Vehicle Occupancy [4]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 53.4%	Auto	36.5%	1.10	675	614	146	132	177	161
	Transit	41.9%		774		167		203	
	Walk	9.3%		171		37		45	
	Other	12.3%		227		49		59	
	All Modes	100.0%		1,846	614	398	132	484	161
SF Superdistrict 2 3.8%	Auto	36.5%	1.10	48	44	10	9	13	11
	Transit	41.9%		55		12		14	
	Walk	9.3%		12		3		3	
	Other	12.3%		16		3		4	
	All Modes	100.0%		132	44	28	9	35	11
SF Superdistrict 3 15.3%	Auto	36.5%	1.10	193	175	42	38	51	46
	Transit	41.9%		221		48		58	
	Walk	9.3%		49		11		13	
	Other	12.3%		65		14		17	
	All Modes	100.0%		528	175	114	38	138	46
SF Superdistrict 4 3.8%	Auto	36.5%	1.10	48	44	10	9	13	11
	Transit	41.9%		55		12		14	
	Walk	9.3%		12		3		3	
	Other	12.3%		16		3		4	
	All Modes	100.0%		132	44	28	9	35	11
East Bay 6.5%	Auto	50.3%	1.10	113	103	24	22	30	27
	Transit	37.3%		84		18		22	
	Walk	0.0%		0		0		0	
	Other	12.4%		28		6		7	
	All Modes	100.0%		225	103	49	22	59	27
North Bay 1.9%	Auto	76.9%	1.10	50	46	11	10	13	12
	Transit	23.1%		15		3		4	
	Walk	0.0%		0		0		0	
	Other	0.0%		0		0		0	
	All Modes	100.0%		66	46	14	10	17	12
South Bay 14.9%	Auto	52.2%	1.10	269	245	58	53	71	64
	Transit	37.4%		193		42		51	
	Walk	0.0%		0		0		0	
	Other	10.4%		54		12		14	
	All Modes	100.0%		516	245	111	53	135	64
Out of Region 0.4%	Auto	100.0%	1.10	14	12	3	3	4	3
	Transit	0.0%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	0.0%		0		0		0	
	All Modes	100.0%		14	12	3	3	4	3
All Origins 100.0%	Auto	40.8%	1.10	1,410	1,284	304	277	370	336
	Transit	40.4%		1,397		301		366	
	Walk	7.1%		244		53		64	
	Other	11.7%		406		87		106	
	All Modes	100.0%		3,458	1,284	746	277	906	336

Notes:

- [1] SF Guidelines, Appendix C - Table C-1 (Residential)
 [2] SF Guidelines, Appendix C - Table C-2 (Residential)
 [3] 1990 and 2000 U.S. census (Tracts 226 and 227)
 [4] 2011-2015 American Community Survey 5-Year Estimate (Tract 226)
 [5] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines
 [6] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines

PPS Trip Generation Re-Phasing 13.xlsx

Potrero Power Station Mixed-Use Development Project

Re-Phase Program

LAND USE: RESIDENTIAL 2 or more bedrooms (NON-WORK TRIPS)

Proposed Size: 1,048 units							
DAILY				AM PEAK HOUR		PM PEAK HOUR	
Person-trip Generation Rate [1]:		10.0 trips/unit	Person-trip Gen Rate:	14.2% [5]	1.4	17.3% [1]	1.7
Total Person Trips:		10,478 person-trips	Total Person-trips:		1,491	1,813	
Non-Work Trips [2]:		67% 7,020 person-trips	Non-Work Person-trips:		50% [6]	746	50% [2] 906

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [4]	Average Vehicle Occupancy [4]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 53.4%	Auto	36.5%	1.10	1,370	1,247	146	132	177	161
	Transit	41.9%		1,571		167		203	
	Walk	9.3%		347		37		45	
	Other	12.3%		460		49		59	
	All Modes	100.0%		3,749	1,247	398	132	484	161
SF Superdistrict 2 3.8%	Auto	36.5%	1.10	98	89	10	9	13	11
	Transit	41.9%		112		12		14	
	Walk	9.3%		25		3		3	
	Other	12.3%		33		3		4	
	All Modes	100.0%		268	89	28	9	35	11
SF Superdistrict 3 15.3%	Auto	36.5%	1.10	391	356	42	38	51	46
	Transit	41.9%		449		48		58	
	Walk	9.3%		99		11		13	
	Other	12.3%		132		14		17	
	All Modes	100.0%		1,071	356	114	38	138	46
SF Superdistrict 4 3.8%	Auto	36.5%	1.10	98	89	10	9	13	11
	Transit	41.9%		112		12		14	
	Walk	9.3%		25		3		3	
	Other	12.3%		33		3		4	
	All Modes	100.0%		268	89	28	9	35	11
East Bay 6.5%	Auto	50.3%	1.10	230	209	24	22	30	27
	Transit	37.3%		171		18		22	
	Walk	0.0%		0		0		0	
	Other	12.4%		57		6		7	
	All Modes	100.0%		457	209	49	22	59	27
North Bay 1.9%	Auto	76.9%	1.10	102	93	11	10	13	12
	Transit	23.1%		31		3		4	
	Walk	0.0%		0		0		0	
	Other	0.0%		0		0		0	
	All Modes	100.0%		133	93	14	10	17	12
South Bay 14.9%	Auto	52.2%	1.10	547	498	58	53	71	64
	Transit	37.4%		391		42		51	
	Walk	0.0%		0		0		0	
	Other	10.4%		109		12		14	
	All Modes	100.0%		1,047	498	111	53	135	64
Out of Region 0.4%	Auto	100.0%	1.10	28	25	3	3	4	3
	Transit	0.0%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	0.0%		0		0		0	
	All Modes	100.0%		28	25	3	3	4	3
All Origins 100.0%	Auto	40.8%	1.10	2,864	2,606	304	277	370	336
	Transit	40.4%		2,836		301		366	
	Walk	7.1%		496		53		64	
	Other	11.7%		824		87		106	
	All Modes	100.0%		7,020	2,606	746	277	906	336

Notes:

- [1] SF Guidelines, Appendix C - Table C-1 (Residential)
 [2] SF Guidelines, Appendix C - Table C-2 (Residential)
 [3] 1990 and 2000 U.S. census (Tracts 226 and 227)
 [4] 2011-2015 American Community Survey 5-Year Estimate (Tract 226)
 [5] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines
 [6] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines

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Potrero Power Station Mixed-Use Development Project
Re-Phase Program
LAND USE: HOTEL (WORK TRIPS)

Proposed Size: 250 rooms				AM PEAK HOUR		PM PEAK HOUR	
DAILY							
Person-trip Generation Rate [1]:	7.0 trips/room	Person-trip Gen Rate:	8.8% [4]	0.6	10.0% [1]	0.7	
Total Person Trips:	1,750 person-trips	Total Person-trips:		155		175	
Work Trips [2]:	12%	Work Person-trips:	40% [5]	62	60% [2]	105	

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 10.6%	Auto	26.8%	1.29	6	5	2	1	3	2
	Transit	34.7%		8		2		4	
	Walk	35.8%		8		2		4	
	Other	2.7%		1		0		0	
	All Modes	100.0%		22	5	7	1	11	2
SF Superdistrict 2 12.5%	Auto	45.6%	1.25	12	10	4	3	6	5
	Transit	49.1%		13		4		6	
	Walk	3.7%		1		0		0	
	Other	1.6%		0		0		0	
	All Modes	100.0%		26	10	8	3	13	5
SF Superdistrict 3 20.5%	Auto	51.3%	1.26	22	17	6	5	11	9
	Transit	34.6%		15		4		7	
	Walk	10.4%		4		1		2	
	Other	3.6%		2		0		1	
	All Modes	100.0%		43	17	13	5	21	9
SF Superdistrict 4 9.6%	Auto	55.8%	1.50	11	7	3	2	6	4
	Transit	40.9%		8		2		4	
	Walk	0.0%		0		0		0	
	Other	3.4%		1		0		0	
	All Modes	100.0%		20	7	6	2	10	4
East Bay 18.4%	Auto	50.9%	2.13	20	9	6	3	10	5
	Transit	46.4%		18		5		9	
	Walk	0.0%		0		0		0	
	Other	2.8%		1		0		1	
	All Modes	100.0%		39	9	11	3	19	5
North Bay 5.9%	Auto	69.1%	1.53	8	6	3	2	4	3
	Transit	28.6%		4		1		2	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		12	6	4	2	6	3
South Bay 20.6%	Auto	77.9%	1.15	34	29	10	9	17	15
	Transit	19.9%		9		3		4	
	Walk	0.0%		0		0		0	
	Other	2.2%		1		0		0	
	All Modes	100.0%		43	29	13	9	22	15
Out of Region 2.2%	Auto	55.9%	1.54	3	2	1	0	1	1
	Transit	41.5%		2		1		1	
	Walk	0.0%		0		0		0	
	Other	2.6%		0		0		0	
	All Modes	100.0%		5	2	1	0	2	1
All Origins 100.0%	Auto	55.0%	1.36	115	85	34	25	58	42
	Transit	36.0%		76		22		38	
	Walk	6.4%		13		4		7	
	Other	2.7%		6		2		3	
	All Modes	100.0%		210	85	62	25	105	42

Notes:

- [1] SF Guidelines, Appendix C - Table C-1 (Hotel/Motel)
- [2] SF Guidelines, Appendix C - Table C-2 (Hotel/Motel)
- [3] SF Guidelines Appendix E - Average from Tables E-3 Work Trips to SD1 (All) and E-5 Work Trips to SD3 (All)
- [4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines
- [5] The AM Peak Hour % of work/non-work trips are assumed to be the opposite of the PM Peak Hour % shown in Table C-2 of the SF Guidelines

Potrero Power Station Mixed-Use Development Project
Re-Phase Program
LAND USE: HOTEL (NON-WORK TRIPS)

Proposed Size: 250 rooms				AM PEAK HOUR		PM PEAK HOUR	
DAILY							
Person-trip Generation Rate [1]:	7.0 trips/room	Person-trip Gen Rate:	8.8% [4]	0.6	10.0% [1]	0.7	
Total Person Trips:	1,750 person-trips	Total Person-trips:		155		175	
Non-Work Trips [2]:	88%	Non-Work Person-trips:	60% [5]	93	40% [2]	70	

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 17.5%	Auto	21.5%	2.12	58	27	3	2	3	1
	Transit	17.9%		48		3		2	
	Walk	53.4%		144		9		7	
	Other	7.2%		19		1		1	
	All Modes	100.0%		270	27	16	2	12	1
SF Superdistrict 2 14.0%	Auto	50.3%	2.00	108	54	7	3	5	2
	Transit	24.8%		53		3		2	
	Walk	14.6%		31		2		1	
	Other	10.5%		23		1		1	
	All Modes	100.0%		216	54	13	3	10	2
SF Superdistrict 3 28.5%	Auto	42.6%	2.42	187	77	11	5	8	4
	Transit	25.0%		110		7		5	
	Walk	23.6%		103		6		5	
	Other	8.9%		39		2		2	
	All Modes	100.0%		439	77	26	5	20	4
SF Superdistrict 4 7.0%	Auto	55.0%	2.25	59	26	4	2	3	1
	Transit	24.5%		26		2		1	
	Walk	12.4%		13		1		1	
	Other	8.2%		9		1		0	
	All Modes	100.0%		108	26	6	2	5	1
East Bay 10.0%	Auto	56.9%	2.51	88	35	5	2	4	2
	Transit	27.1%		42		3		2	
	Walk	14.8%		23		1		1	
	Other	1.3%		2		0		0	
	All Modes	100.0%		154	35	9	2	7	2
North Bay 3.0%	Auto	75.9%	1.95	35	18	2	1	2	1
	Transit	8.0%		4		0		0	
	Walk	13.2%		6		0		0	
	Other	2.9%		1		0		0	
	All Modes	100.0%		46	18	3	1	2	1
South Bay 8.0%	Auto	79.2%	2.34	98	42	6	3	4	2
	Transit	12.8%		16		1		1	
	Walk	6.9%		9		1		0	
	Other	1.1%		1		0		0	
	All Modes	100.0%		123	42	7	3	6	2
Out of Region 12.0%	Auto	40.6%	2.64	75	28	5	2	3	1
	Transit	23.7%		44		3		2	
	Walk	24.2%		45		3		2	
	Other	11.4%		21		1		1	
	All Modes	100.0%		185	28	11	2	8	1
All Origins 100.0%	Auto	46.0%	2.30	708	308	43	19	32	14
	Transit	22.3%		343		21		16	
	Walk	24.3%		374		23		17	
	Other	7.5%		115		7		5	
	All Modes	100.0%		1,540	308	93	19	70	14

Notes:

- [1] SF Guidelines, Appendix C - Table C-1 (Hotel/Motel)
- [2] SF Guidelines, Appendix C - Table C-2 (Hotel/Motel)
- [3] SF Guidelines Appendix E - Average from Tables E-11 Visitor Trips to SD1 (All Other) and E-15 Visitor Trips to SD3 (All Other)
- [4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines
- [5] The AM Peak Hour % of work/non-work trips are assumed to be the opposite of the PM Peak Hour % shown in Table C-2 of the SF Guidelines

Potrero Power Station Mixed-Use Development Project

Re-Phase Program

LAND USE: GENERAL OFFICE (WORK TRIPS)

Proposed Size:		831,606 sq.ft.	
DAILY			
Person-trip Generation Rate [1]:	18.1 trips/1000 sq.ft.	Person-trip Gen Rate:	8.9% [4] 1.6 8.5% [1] 1.5
Total Person Trips:	15,052 person-trips	Total Person-trips:	1,340 1,279
Work Trips [2]:	36% 5,419 person-trips	Work Person-trips:	83% [5] 1,112 83% [2] 1,062

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 10.6%	Auto	26.8%	1.29	153	119	31	24	30	23
	Transit	34.7%		198		41		39	
	Walk	35.8%		205		42		40	
	Other	2.7%		15		3		3	
	All Modes	100.0%		572	119	117	24	112	23
SF Superdistrict 2 12.5%	Auto	45.6%	1.25	309	247	63	51	61	48
	Transit	49.1%		333		68		65	
	Walk	3.7%		25		5		5	
	Other	1.6%		11		2		2	
	All Modes	100.0%		677	247	139	51	133	48
SF Superdistrict 3 20.5%	Auto	51.3%	1.26	569	450	117	92	111	88
	Transit	34.6%		384		79		75	
	Walk	10.4%		115		24		23	
	Other	3.6%		40		8		8	
	All Modes	100.0%		1,108	450	227	92	217	88
SF Superdistrict 4 9.6%	Auto	55.8%	1.50	289	192	59	39	57	38
	Transit	40.9%		211		43		41	
	Walk	0.0%		0		0		0	
	Other	3.4%		18		4		3	
	All Modes	100.0%		517	192	106	39	101	38
East Bay 18.4%	Auto	50.9%	2.13	506	237	104	49	99	47
	Transit	46.4%		461		95		90	
	Walk	0.0%		0		0		0	
	Other	2.8%		28		6		5	
	All Modes	100.0%		994	237	204	49	195	47
North Bay 5.9%	Auto	69.1%	1.53	219	143	45	29	43	28
	Transit	28.6%		91		19		18	
	Walk	0.0%		0		0		0	
	Other	2.2%		7		1		1	
	All Modes	100.0%		317	143	65	29	62	28
South Bay 20.6%	Auto	77.9%	1.15	870	753	178	155	170	148
	Transit	19.9%		222		46		43	
	Walk	0.0%		0		0		0	
	Other	2.2%		25		5		5	
	All Modes	100.0%		1,116	753	229	155	219	148
Out of Region 2.2%	Auto	55.9%	1.54	65	42	13	9	13	8
	Transit	41.5%		48		10		9	
	Walk	0.0%		0		0		0	
	Other	2.6%		3		1		1	
	All Modes	100.0%		117	42	24	9	23	8
All Origins 100.0%	Auto	55.0%	1.36	2,979	2,185	611	448	584	428
	Transit	36.0%		1,948		400		382	
	Walk	6.4%		345		71		68	
	Other	2.7%		147		30		29	
	All Modes	100.0%		5,419	2,185	1,112	448	1,062	428

Notes:

[1] SF Guidelines, Appendix C - Table C-1 (General Office)

[2] SF Guidelines, Appendix C - Table C-2 (General Office)

[3] SF Guidelines Appendix E - Average from Tables E-3 Work Trips to SD1 (All) and E-5 Work Trips to SD3 (All)

[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines

[5] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines

Potrero Power Station Mixed-Use Development Project

Re-Phase Program

LAND USE: GENERAL OFFICE (NON-WORK TRIPS)

Proposed Size:		831,606 sq.ft.	
DAILY			
Person-trip Generation Rate [1]:	18.1 trips/1000 sq.ft.	Person-trip Gen Rate:	8.9% [4] 1.6 8.5% [1] 1.5
Total Person Trips:	15,052 person-trips	Total Person-trips:	1,340 1,279
Non-Work Trips [2]:	64% 9,633 person-trips	Non-Work Person-trips:	17% [5] 228 17% [2] 218

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 17.5%	Auto	21.5%	2.12	362	171	9	4	8	4
	Transit	17.9%		301		7		7	
	Walk	53.4%		900		21		20	
	Other	7.2%		122		3		3	
	All Modes	100.0%		1,686	171	40	4	38	4
SF Superdistrict 2 14.0%	Auto	50.3%	2.00	678	339	16	8	15	8
	Transit	24.8%		334		8		8	
	Walk	14.6%		196		5		4	
	Other	10.5%		141		3		3	
	All Modes	100.0%		1,349	339	32	8	30	8
SF Superdistrict 3 28.5%	Auto	42.6%	2.42	1,169	483	28	11	26	11
	Transit	25.0%		686		16		15	
	Walk	23.6%		647		15		15	
	Other	8.9%		243		6		5	
	All Modes	100.0%		2,745	483	65	11	62	11
SF Superdistrict 4 7.0%	Auto	55.0%	2.25	371	165	9	4	8	4
	Transit	24.5%		165		4		4	
	Walk	12.4%		83		2		2	
	Other	8.2%		55		1		1	
	All Modes	100.0%		674	165	16	4	15	4
East Bay 10.0%	Auto	56.9%	2.51	548	218	13	5	12	5
	Transit	27.1%		261		6		6	
	Walk	14.8%		142		3		3	
	Other	1.3%		12		0		0	
	All Modes	100.0%		963	218	23	5	22	5
North Bay 3.0%	Auto	75.9%	1.95	219	112	5	3	5	3
	Transit	8.0%		23		1		1	
	Walk	13.2%		38		1		1	
	Other	2.9%		8		0		0	
	All Modes	100.0%		289	112	7	3	7	3
South Bay 8.0%	Auto	79.2%	2.34	611	261	14	6	14	6
	Transit	12.8%		99		2		2	
	Walk	6.9%		53		1		1	
	Other	1.1%		8		0		0	
	All Modes	100.0%		771	261	18	6	17	6
Out of Region 12.0%	Auto	40.6%	2.64	469	178	11	4	11	4
	Transit	23.7%		274		6		6	
	Walk	24.2%		280		7		6	
	Other	11.4%		132		3		3	
	All Modes	100.0%		1,156	178	27	4	26	4
All Origins 100.0%	Auto	46.0%	2.30	4,427	1,927	105	46	100	43
	Transit	22.3%		2,144		51		48	
	Walk	24.3%		2,341		55		53	
	Other	7.5%		722		17		16	
	All Modes	100.0%		9,633	1,927	228	46	218	43

Notes:

[1] SF Guidelines, Appendix C - Table C-1 (General Office)

[2] SF Guidelines, Appendix C - Table C-2 (General Office)

[3] SF Guidelines Appendix E - Average from Tables E-11 Visitor Trips to SD1 (All Other) and E-15 Visitor Trips to SD3 (All Other)

[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines

[5] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines

Potrero Power Station Mixed-Use Development Project

Re-Phase Program

LAND USE: RESEARCH & DEVELOPMENT (WORK TRIPS)

Proposed Size:		645,738 sq.ft.	
DAILY			
Person-trip Generation Rate [1]:	8.0 trips/1000 sq.ft.	Person-trip Gen Rate:	AM PEAK HOUR 18.2% [4] 1.5 16.0% [1] 1.3
Total Person Trips:	5,166 person-trips	Total Person-trips:	942 827
Work Trips [2]:	36% 1,860 person-trips	Work Person-trips:	83% [5] 782 83% [2] 686

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 10.6%	Auto	26.8%	1.29	53	41	22	17	19	15
	Transit	34.7%		68		29		25	
	Walk	35.8%		70		30		26	
	Other	2.7%		5		2		2	
	All Modes	100.0%		196	41	83	17	72	15
SF Superdistrict 2 12.5%	Auto	45.6%	1.25	106	85	45	36	39	31
	Transit	49.1%		114		48		42	
	Walk	3.7%		9		4		3	
	Other	1.6%		4		2		1	
	All Modes	100.0%		232	85	98	36	86	31
SF Superdistrict 3 20.5%	Auto	51.3%	1.26	195	155	82	65	72	57
	Transit	34.6%		132		55		49	
	Walk	10.4%		40		17		15	
	Other	3.6%		14		6		5	
	All Modes	100.0%		380	155	160	65	140	57
SF Superdistrict 4 9.6%	Auto	55.8%	1.50	99	66	42	28	37	24
	Transit	40.9%		73		31		27	
	Walk	0.0%		0		0		0	
	Other	3.4%		6		3		2	
	All Modes	100.0%		178	66	75	28	66	24
East Bay 18.4%	Auto	50.9%	2.13	174	81	73	34	64	30
	Transit	46.4%		158		67		58	
	Walk	0.0%		0		0		0	
	Other	2.8%		9		4		4	
	All Modes	100.0%		341	81	144	34	126	30
North Bay 5.9%	Auto	69.1%	1.53	75	49	32	21	28	18
	Transit	28.6%		31		13		11	
	Walk	0.0%		0		0		0	
	Other	2.2%		2		1		1	
	All Modes	100.0%		109	49	46	21	40	18
South Bay 20.6%	Auto	77.9%	1.15	298	259	126	109	110	95
	Transit	19.9%		76		32		28	
	Walk	0.0%		0		0		0	
	Other	2.2%		8		4		3	
	All Modes	100.0%		383	259	161	109	141	95
Out of Region 2.2%	Auto	55.9%	1.54	22	15	9	6	8	5
	Transit	41.5%		17		7		6	
	Walk	0.0%		0		0		0	
	Other	2.6%		1		0		0	
	All Modes	100.0%		40	15	17	6	15	5
All Origins 100.0%	Auto	55.0%	1.36	1,022	750	430	315	377	277
	Transit	36.0%		669		281		247	
	Walk	6.4%		118		50		44	
	Other	2.7%		50		21		19	
	All Modes	100.0%		1,860	750	782	315	686	277

Notes:

[1] Mission Bay Final SEIR, 1998 - Volume IV, Appendix D - Table D-3 (Research & Development)

[2] SF Guidelines, Appendix C - Table C-2 (General Office)

[3] SF Guidelines Appendix E - Average from Tables E-3 Work Trips to SD1 (All) and E-5 Work Trips to SD3 (All)

[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with Mission Bay FSEIR

[5] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines

Potrero Power Station Mixed-Use Development Project

Re-Phase Program

LAND USE: RESEARCH & DEVELOPMENT (NON-WORK TRIPS)

Proposed Size:		645,738 sq.ft.	
DAILY			
Person-trip Generation Rate [1]:	8.0 trips/1000 sq.ft.	Person-trip Gen Rate:	AM PEAK HOUR 18.2% [4] 1.5 16.0% [1] 1.3
Total Person Trips:	5,166 person-trips	Total Person-trips:	942 827
Non-Work Trips [2]:	64% 3,306 person-trips	Non-Work Person-trips:	17% [5] 160 17% [2] 141

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 17.5%	Auto	21.5%	2.12	124	59	6	3	5	2
	Transit	17.9%		103		5		4	
	Walk	53.4%		309		15		13	
	Other	7.2%		42		2		2	
	All Modes	100.0%		579	59	28	3	25	2
SF Superdistrict 2 14.0%	Auto	50.3%	2.00	233	116	11	6	10	5
	Transit	24.8%		115		6		5	
	Walk	14.6%		67		3		3	
	Other	10.5%		48		2		2	
	All Modes	100.0%		463	116	22	6	20	5
SF Superdistrict 3 28.5%	Auto	42.6%	2.42	401	166	19	8	17	7
	Transit	25.0%		235		11		10	
	Walk	23.6%		222		11		9	
	Other	8.9%		83		4		4	
	All Modes	100.0%		942	166	46	8	40	7
SF Superdistrict 4 7.0%	Auto	55.0%	2.25	127	57	6	3	5	2
	Transit	24.5%		57		3		2	
	Walk	12.4%		29		1		1	
	Other	8.2%		19		1		1	
	All Modes	100.0%		231	57	11	3	10	2
East Bay 10.0%	Auto	56.9%	2.51	188	75	9	4	8	3
	Transit	27.1%		90		4		4	
	Walk	14.8%		49		2		2	
	Other	1.3%		4		0		0	
	All Modes	100.0%		331	75	16	4	14	3
North Bay 3.0%	Auto	75.9%	1.95	75	39	4	2	3	2
	Transit	8.0%		8		0		0	
	Walk	13.2%		13		1		1	
	Other	2.9%		3		0		0	
	All Modes	100.0%		99	39	5	2	4	2
South Bay 8.0%	Auto	79.2%	2.34	210	90	10	4	9	4
	Transit	12.8%		34		2		1	
	Walk	6.9%		18		1		1	
	Other	1.1%		3		0		0	
	All Modes	100.0%		264	90	13	4	11	4
Out of Region 12.0%	Auto	40.6%	2.64	161	61	8	3	7	3
	Transit	23.7%		94		5		4	
	Walk	24.2%		96		5		4	
	Other	11.4%		45		2		2	
	All Modes	100.0%		397	61	19	3	17	3
All Origins 100.0%	Auto	46.0%	2.30	1,519	661	74	32	65	28
	Transit	22.3%		736		36		31	
	Walk	24.3%		804		39		34	
	Other	7.5%		248		12		11	
	All Modes	100.0%		3,306	661	160	32	141	28

Notes:

[1] Mission Bay Final SEIR, 1998 - Volume IV, Appendix D - Table D-3 (Research & Development)

[2] SF Guidelines, Appendix C - Table C-2 (General Office)

[3] SF Guidelines Appendix E - Average from Tables E-11 Visitor Trips to SD1 (All Other) and E-15 Visitor Trips to SD3 (All Other)

[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with Mission Bay FSEIR

[5] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines

Potrero Power Station Mixed-Use Development Project

Re-Phase Program

LAND USE: PRODUCTION, DISTRIBUTION & REPAIR (WORK TRIPS)

Proposed Size:		32,000 sq.ft.					
DAILY				AM PEAK HOUR		PM PEAK HOUR	
Person-trip Generation Rate [1]:	18.1 trips/1000 sq.ft.	Person-trip Gen Rate:	8.9% [4]	1.6	8.5% [1]	1.5	
Total Person Trips:	579 person-trips	Total Person-trips:		52		49	
Work Trips [2]:	36%	209 person-trips	Work Person-trips:	83% [5]	43	83% [2]	41

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 10.6%	Auto	26.8%	1.29	6	5	1	1	1	1
	Transit	34.7%		8		2		1	
	Walk	35.8%		8		2		2	
	Other	2.7%		1		0		0	
	All Modes	100.0%		22	5	5	1	4	1
SF Superdistrict 2 12.5%	Auto	45.6%	1.25	12	10	2	2	2	2
	Transit	49.1%		13		3		3	
	Walk	3.7%		1		0		0	
	Other	1.6%		0		0		0	
	All Modes	100.0%		26	10	5	2	5	2
SF Superdistrict 3 20.5%	Auto	51.3%	1.26	22	17	4	4	4	3
	Transit	34.6%		15		3		3	
	Walk	10.4%		4		1		1	
	Other	3.6%		2		0		0	
	All Modes	100.0%		43	17	9	4	8	3
SF Superdistrict 4 9.6%	Auto	55.8%	1.50	11	7	2	2	2	1
	Transit	40.9%		8		2		2	
	Walk	0.0%		0		0		0	
	Other	3.4%		1		0		0	
	All Modes	100.0%		20	7	4	2	4	1
East Bay 18.4%	Auto	50.9%	2.13	19	9	4	2	4	2
	Transit	46.4%		18		4		3	
	Walk	0.0%		0		0		0	
	Other	2.8%		1		0		0	
	All Modes	100.0%		38	9	8	2	7	2
North Bay 5.9%	Auto	69.1%	1.53	8	5	2	1	2	1
	Transit	28.6%		3		1		1	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		12	5	3	1	2	1
South Bay 20.6%	Auto	77.9%	1.15	33	29	7	6	7	6
	Transit	19.9%		9		2		2	
	Walk	0.0%		0		0		0	
	Other	2.2%		1		0		0	
	All Modes	100.0%		43	29	9	6	8	6
Out of Region 2.2%	Auto	55.9%	1.54	3	2	1	0	0	0
	Transit	41.5%		2		0		0	
	Walk	0.0%		0		0		0	
	Other	2.6%		0		0		0	
	All Modes	100.0%		4	2	1	0	1	0
All Origins 100.0%	Auto	55.0%	1.36	115	84	24	17	22	16
	Transit	36.0%		75		15		15	
	Walk	6.4%		13		3		3	
	Other	2.7%		6		1		1	
	All Modes	100.0%		209	84	43	17	41	16

Notes:

[1] Assumes same rate as General Office use from Table C-1 in SF Guidelines

[2] SF Guidelines, Appendix C - Table C-2 (General Office)

[3] SF Guidelines Appendix E - Average from Tables E-3 Work Trips to SD1 (All) and E-5 Work Trips to SD3 (All)

[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines

[5] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines

Potrero Power Station Mixed-Use Development Project

Re-Phase Program

LAND USE: PRODUCTION, DISTRIBUTION & REPAIR (NON-WORK TRIPS)

Proposed Size:		32,000 sq.ft.					
DAILY				AM PEAK HOUR		PM PEAK HOUR	
Person-trip Generation Rate [1]:	18.1 trips/1000 sq.ft.	Person-trip Gen Rate:	8.9% [4]	1.6	8.5% [1]	1.5	
Total Person Trips:	579 person-trips	Total Person-trips:		52		49	
Non-Work Trips [2]:	64%	371 person-trips	Non-Work Person-trips:	17% [5]	9	17% [2]	8

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 17.5%	Auto	21.5%	2.12	14	7	0	0	0	0
	Transit	17.9%		12		0		0	
	Walk	53.4%		35		1		1	
	Other	7.2%		5		0		0	
	All Modes	100.0%		65	7	2	0	1	0
SF Superdistrict 2 14.0%	Auto	50.3%	2.00	26	13	1	0	1	0
	Transit	24.8%		13		0		0	
	Walk	14.6%		8		0		0	
	Other	10.5%		5		0		0	
	All Modes	100.0%		52	13	1	0	1	0
SF Superdistrict 3 28.5%	Auto	42.6%	2.42	45	19	1	0	1	0
	Transit	25.0%		26		1		1	
	Walk	23.6%		25		1		1	
	Other	8.9%		9		0		0	
	All Modes	100.0%		106	19	2	0	2	0
SF Superdistrict 4 7.0%	Auto	55.0%	2.25	14	6	0	0	0	0
	Transit	24.5%		6		0		0	
	Walk	12.4%		3		0		0	
	Other	8.2%		2		0		0	
	All Modes	100.0%		26	6	1	0	1	0
East Bay 10.0%	Auto	56.9%	2.51	21	8	0	0	0	0
	Transit	27.1%		10		0		0	
	Walk	14.8%		5		0		0	
	Other	1.3%		0		0		0	
	All Modes	100.0%		37	8	1	0	1	0
North Bay 3.0%	Auto	75.9%	1.95	8	4	0	0	0	0
	Transit	8.0%		1		0		0	
	Walk	13.2%		1		0		0	
	Other	2.9%		0		0		0	
	All Modes	100.0%		11	4	0	0	0	0
South Bay 8.0%	Auto	79.2%	2.34	23	10	1	0	1	0
	Transit	12.8%		4		0		0	
	Walk	6.9%		2		0		0	
	Other	1.1%		0		0		0	
	All Modes	100.0%		30	10	1	0	1	0
Out of Region 12.0%	Auto	40.6%	2.64	18	7	0	0	0	0
	Transit	23.7%		11		0		0	
	Walk	24.2%		11		0		0	
	Other	11.4%		5		0		0	
	All Modes	100.0%		44	7	1	0	1	0
All Origins 100.0%	Auto	46.0%	2.30	170	74	4	2	4	2
	Transit	22.3%		82		2		2	
	Walk	24.3%		90		2		2	
	Other	7.5%		28		1		1	
	All Modes	100.0%		371	74	9	2	8	2

Notes:

[1] Assumes same rate as General Office use from Table C-1 in SF Guidelines

[2] SF Guidelines, Appendix C - Table C-2 (General Office)

[3] SF Guidelines Appendix E - Average from Tables E-11 Visitor Trips to SD1 (All Other) and E-15 Visitor Trips to SD3 (All Other)

[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines

[5] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines

Potrero Power Station Mixed-Use Development Project

Re-Phase Program

LAND USE: GENERAL RETAIL (WORK TRIPS)

Proposed Size:		8,400 sq.ft.			
DAILY		AM PEAK HOUR		PM PEAK HOUR	
Person-trip Generation Rate [1]:	150.0 trips/1000 sq.ft.	Person-trip Gen Rate:	2.3% [4] 3.5	9.0% [1]	13.5
Total Person Trips:	1,260 person-trips	Total Person-trips:	29	113	
Work Trips [2]:	4% 50 person-trips	Work Person-trips:	85% [5] 25	4% [2]	5

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 10.6%	Auto	26.8%	1.29	1	1	1	1	0	0
	Transit	34.7%		2		1		0	
	Walk	35.8%		2		1		0	
	Other	2.7%		0		0		0	
	All Modes	100.0%		5	1	3	1	0	0
SF Superdistrict 2 12.5%	Auto	45.6%	1.25	3	2	1	1	0	0
	Transit	49.1%		3		2		0	
	Walk	3.7%		0		0		0	
	Other	1.6%		0		0		0	
	All Modes	100.0%		6	2	3	1	1	0
SF Superdistrict 3 20.5%	Auto	51.3%	1.26	5	4	3	2	0	0
	Transit	34.6%		4		2		0	
	Walk	10.4%		1		1		0	
	Other	3.6%		0		0		0	
	All Modes	100.0%		10	4	5	2	1	0
SF Superdistrict 4 9.6%	Auto	55.8%	1.50	3	2	1	1	0	0
	Transit	40.9%		2		1		0	
	Walk	0.0%		0		0		0	
	Other	3.4%		0		0		0	
	All Modes	100.0%		5	2	2	1	0	0
East Bay 18.4%	Auto	50.9%	2.13	5	2	2	1	0	0
	Transit	46.4%		4		2		0	
	Walk	0.0%		0		0		0	
	Other	2.8%		0		0		0	
	All Modes	100.0%		9	2	5	1	1	0
North Bay 5.9%	Auto	69.1%	1.53	2	1	1	1	0	0
	Transit	28.6%		1		0		0	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		3	1	1	1	0	0
South Bay 20.6%	Auto	77.9%	1.15	8	7	4	3	1	1
	Transit	19.9%		2		1		0	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		10	7	5	3	1	1
Out of Region 2.2%	Auto	55.9%	1.54	1	0	0	0	0	0
	Transit	41.5%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	2.6%		0		0		0	
	All Modes	100.0%		1	0	1	0	0	0
All Origins 100.0%	Auto	55.0%	1.36	28	20	14	10	2	2
	Transit	36.0%		18		9		2	
	Walk	6.4%		3		2		0	
	Other	2.7%		1		1		0	
	All Modes	100.0%		50	20	25	10	5	2

Notes:

[1] SF Guidelines, Appendix C - Table C-1 (General Retail)

[2] SF Guidelines, Appendix C - Table C-2 (Retail)

[3] SF Guidelines Appendix E - Average from Tables E-3 Work Trips to SD1 (All) and E-5 Work Trips to SD3 (All)

[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines

[5] 85% of all retail trips occurring before 9 AM are assumed to be work trips

Potrero Power Station Mixed-Use Development Project

Re-Phase Program

LAND USE: GENERAL RETAIL (NON-WORK TRIPS)

Proposed Size:		8,400 sq.ft.			
DAILY		AM PEAK HOUR		PM PEAK HOUR	
Person-trip Generation Rate [1]:	150.0 trips/1000 sq.ft.	Person-trip Gen Rate:	2.3% [4] 3.5	9.0% [1]	13.5
Total Person Trips:	1,260 person-trips	Total Person-trips:	29 113		
Non-Work Trips [2]:	96% 1,210 person-trips	Non-Work Person-trips:	15% [5] 4	96% [2]	109

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 12.5%	Auto	24.6%	1.68	37	22	0	0	3	2
	Transit	18.1%		27		0		2	
	Walk	53.2%		80		0		7	
	Other	4.2%		6		0		1	
	All Modes	100.0%		151	22	1	0	14	2
SF Superdistrict 2 8.0%	Auto	47.0%	1.55	45	29	0	0	4	3
	Transit	22.9%		22		0		2	
	Walk	26.1%		25		0		2	
	Other	4.1%		4		0		0	
	All Modes	100.0%		97	29	0	0	9	3
SF Superdistrict 3 34.5%	Auto	57.0%	2.04	238	116	1	0	21	10
	Transit	10.9%		46		0		4	
	Walk	30.2%		126		0		11	
	Other	1.9%		8		0		1	
	All Modes	100.0%		417	116	2	0	38	10
SF Superdistrict 4 4.0%	Auto	65.7%	1.72	32	18	0	0	3	2
	Transit	18.8%		9		0		1	
	Walk	12.3%		6		0		1	
	Other	3.3%		2		0		0	
	All Modes	100.0%		48	18	0	0	4	2
East Bay 7.0%	Auto	46.0%	2.11	39	18	0	0	4	2
	Transit	20.9%		18		0		2	
	Walk	31.4%		27		0		2	
	Other	1.7%		1		0		0	
	All Modes	100.0%		85	18	0	0	8	2
North Bay 3.5%	Auto	57.9%	1.82	25	13	0	0	2	1
	Transit	16.1%		7		0		1	
	Walk	24.4%		10		0		1	
	Other	1.6%		1		0		0	
	All Modes	100.0%		42	13	0	0	4	1
South Bay 8.5%	Auto	80.5%	2.28	83	36	0	0	7	3
	Transit	11.5%		12		0		1	
	Walk	6.4%		7		0		1	
	Other	1.6%		2		0		0	
	All Modes	100.0%		103	36	0	0	9	3
Out of Region 22.0%	Auto	39.5%	2.73	105	39	0	0	9	3
	Transit	9.4%		25		0		2	
	Walk	27.3%		73		0		7	
	Other	23.8%		63		0		6	
	All Modes	100.0%		266	39	1	0	24	3
All Origins 100.0%	Auto	49.9%	2.06	604	293	2	1	54	26
	Transit	13.7%		165		1		15	
	Walk	29.2%		354		1		32	
	Other	7.2%		87		0		8	
	All Modes	100.0%		1,210	293	4	1	109	26

Notes:

[1] SF Guidelines, Appendix C - Table C-1 (General Retail)

[2] SF Guidelines, Appendix C - Table C-2 (Retail)

[3] SF Guidelines Appendix E - Average from Tables E-10 Visitor Trips to SD1 (Retail) and E-14 Visitor Trips to SD3 (Retail)

[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines

[5] 85% of all retail trips occurring before 9 AM are assumed to be work trips

Potrero Power Station Mixed-Use Development Project

Re-Phase Program

LAND USE: SUPERMARKET (WORK TRIPS)

Proposed Size:		35,000 sq.ft.					
DAILY				AM PEAK HOUR	PM PEAK HOUR		
Person-trip Generation Rate [1]:	297.0 trips/1000 sq.ft.	Person-trip Gen Rate:	2.6% [4]	7.8	7.3% [1]	21.7	
Total Person Trips:	10,395 person-trips	Total Person-trips:		272		759	
Work Trips [2]:	4%	416 person-trips	Work Person-trips:	4% [5]	11	4% [2]	30

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 10.6%	Auto	26.8%	1.29	12	9	0	0	1	1
	Transit	34.7%		15		0		1	
	Walk	35.8%		16		0		1	
	Other	2.7%		1		0		0	
	All Modes	100.0%		44	9	1	0	3	1
SF Superdistrict 2 12.5%	Auto	45.6%	1.25	24	19	1	0	2	1
	Transit	49.1%		26		1		2	
	Walk	3.7%		2		0		0	
	Other	1.6%		1		0		0	
	All Modes	100.0%		52	19	1	0	4	1
SF Superdistrict 3 20.5%	Auto	51.3%	1.26	44	35	1	1	3	3
	Transit	34.6%		29		1		2	
	Walk	10.4%		9		0		1	
	Other	3.6%		3		0		0	
	All Modes	100.0%		85	35	2	1	6	3
SF Superdistrict 4 9.6%	Auto	55.8%	1.50	22	15	1	0	2	1
	Transit	40.9%		16		0		1	
	Walk	0.0%		0		0		0	
	Other	3.4%		1		0		0	
	All Modes	100.0%		40	15	1	0	3	1
East Bay 18.4%	Auto	50.9%	2.13	39	18	1	0	3	1
	Transit	46.4%		35		1		3	
	Walk	0.0%		0		0		0	
	Other	2.8%		2		0		0	
	All Modes	100.0%		76	18	2	0	6	1
North Bay 5.9%	Auto	69.1%	1.53	17	11	0	0	1	1
	Transit	28.6%		7		0		1	
	Walk	0.0%		0		0		0	
	Other	2.2%		1		0		0	
	All Modes	100.0%		24	11	1	0	2	1
South Bay 20.6%	Auto	77.9%	1.15	67	58	2	2	5	4
	Transit	19.9%		17		0		1	
	Walk	0.0%		0		0		0	
	Other	2.2%		2		0		0	
	All Modes	100.0%		86	58	2	2	6	4
Out of Region 2.2%	Auto	55.9%	1.54	5	3	0	0	0	0
	Transit	41.5%		4		0		0	
	Walk	0.0%		0		0		0	
	Other	2.6%		0		0		0	
	All Modes	100.0%		9	3	0	0	1	0
All Origins 100.0%	Auto	55.0%	1.36	229	168	6	4	17	12
	Transit	36.0%		149		4		11	
	Walk	6.4%		26		1		2	
	Other	2.7%		11		0		1	
	All Modes	100.0%		416	168	11	4	30	12

Notes:

[1] SF Guidelines, Appendix C - Table C-1 (Supermarket)

[2] SF Guidelines, Appendix C - Table C-2 (Retail)

[3] SF Guidelines Appendix E - Average from Tables E-3 Work Trips to SD1 (All) and E-5 Work Trips to SD3 (All)

[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines

[5] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines

Potrero Power Station Mixed-Use Development Project

Re-Phase Program

LAND USE: SUPERMARKET (NON-WORK TRIPS)

Proposed Size:		35,000 sq.ft.					
DAILY				AM PEAK HOUR		PM PEAK HOUR	
Person-trip Generation Rate [1]:	297.0 trips/1000 sq.ft.	Person-trip Gen Rate:	2.6% [4]	7.8	7.3% [1]	21.7	
Total Person Trips:	10,395 person-trips	Total Person-trips:		272		759	
Non-Work Trips [2]:	96%	9,979 person-trips	Non-Work Person-trips:	96% [5]	261	96% [2]	728

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 12.5%	Auto	24.6%	1.68	306	182	8	5	22	13
	Transit	18.1%		226		6		17	
	Walk	53.2%		663		17		48	
	Other	4.2%		52		1		4	
	All Modes	100.0%		1,247	182	33	5	91	13
SF Superdistrict 2 8.0%	Auto	47.0%	1.55	375	241	10	6	27	18
	Transit	22.9%		183		5		13	
	Walk	26.1%		208		5		15	
	Other	4.1%		33		1		2	
	All Modes	100.0%		798	241	21	6	58	18
SF Superdistrict 3 34.5%	Auto	57.0%	2.04	1,963	961	51	25	143	70
	Transit	10.9%		376		10		27	
	Walk	30.2%		1,038		27		76	
	Other	1.9%		66		2		5	
	All Modes	100.0%		3,443	961	90	25	251	70
SF Superdistrict 4 4.0%	Auto	65.7%	1.72	262	152	7	4	19	11
	Transit	18.8%		75		2		5	
	Walk	12.3%		49		1		4	
	Other	3.3%		13		0		1	
	All Modes	100.0%		399	152	10	4	29	11
East Bay 7.0%	Auto	46.0%	2.11	321	152	8	4	23	11
	Transit	20.9%		146		4		11	
	Walk	31.4%		220		6		16	
	Other	1.7%		12		0		1	
	All Modes	100.0%		699	152	18	4	51	11
North Bay 3.5%	Auto	57.9%	1.82	202	111	5	3	15	8
	Transit	16.1%		56		1		4	
	Walk	24.4%		85		2		6	
	Other	1.6%		5		0		0	
	All Modes	100.0%		349	111	9	3	25	8
South Bay 8.5%	Auto	80.5%	2.28	683	300	18	8	50	22
	Transit	11.5%		97		3		7	
	Walk	6.4%		55		1		4	
	Other	1.6%		14		0		1	
	All Modes	100.0%		848	300	22	8	62	22
Out of Region 22.0%	Auto	39.5%	2.73	868	318	23	8	63	23
	Transit	9.4%		206		5		15	
	Walk	27.3%		600		16		44	
	Other	23.8%		522		14		38	
	All Modes	100.0%		2,195	318	57	8	160	23
All Origins 100.0%	Auto	49.9%	2.06	4,980	2,419	130	63	364	177
	Transit	13.7%		1,365		36		100	
	Walk	29.2%		2,918		76		213	
	Other	7.2%		716		19		52	
	All Modes	100.0%		9,979	2,419	261	63	728	177

Notes:

[1] SF Guidelines, Appendix C - Table C-1 (Supermarket)

[2] SF Guidelines, Appendix C - Table C-2 (Retail)

[3] SF Guidelines Appendix E - Average from Tables E-10 Visitor Trips to SD1 (Retail) and E-14 Visitor Trips to SD3 (Retail)

[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines

[5] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines

Potrero Power Station Mixed-Use Development Project
Re-Phase Program
LAND USE: SIT-DOWN RESTAURANT (WORK TRIPS)

Proposed Size:		26,877 sq.ft. (includes 60% occupancy factor for Assembly Use)					
DAILY		AM PEAK HOUR		PM PEAK HOUR			
Person-trip Generation Rate [1]:	200.0 trips/1000 sq.ft.	Person-trip Gen Rate:	1.1% [4]	2.2	10.0% [6]	20.0	
Total Person Trips:	5,375 person-trips	Total Person-trips:		58		538	
Work Trips [2]:	4%	215 person-trips	Work Person-trips:	100% [5]	58	4% [2]	22

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 10.6%	Auto	26.8%	1.29	6	5	2	1	1	0
	Transit	34.7%		8		2		1	
	Walk	35.8%		8		2		1	
	Other	2.7%		1		0		0	
	All Modes	100.0%		23	5	6	1	2	0
SF Superdistrict 2 12.5%	Auto	45.6%	1.25	12	10	3	3	1	1
	Transit	49.1%		13		4		1	
	Walk	3.7%		1		0		0	
	Other	1.6%		0		0		0	
	All Modes	100.0%		27	10	7	3	3	1
SF Superdistrict 3 20.5%	Auto	51.3%	1.26	23	18	6	5	2	2
	Transit	34.6%		15		4		2	
	Walk	10.4%		5		1		0	
	Other	3.6%		2		0		0	
	All Modes	100.0%		44	18	12	5	4	2
SF Superdistrict 4 9.8%	Auto	55.8%	1.50	11	8	3	2	1	1
	Transit	40.9%		8		2		1	
	Walk	0.0%		0		0		0	
	Other	3.4%		1		0		0	
	All Modes	100.0%		21	8	6	2	2	1
East Bay 18.4%	Auto	50.9%	2.13	20	9	5	3	2	1
	Transit	46.4%		18		5		2	
	Walk	0.0%		0		0		0	
	Other	2.8%		1		0		0	
	All Modes	100.0%		39	9	11	3	4	1
North Bay 5.9%	Auto	69.1%	1.53	9	6	2	2	1	1
	Transit	28.6%		4		1		0	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		13	6	3	2	1	1
South Bay 20.6%	Auto	77.9%	1.15	35	30	9	8	3	3
	Transit	19.9%		9		2		1	
	Walk	0.0%		0		0		0	
	Other	2.2%		1		0		0	
	All Modes	100.0%		44	30	12	8	4	3
Out of Region 2.2%	Auto	55.9%	1.54	3	2	1	0	0	0
	Transit	41.5%		2		1		0	
	Walk	0.0%		0		0		0	
	Other	2.6%		0		0		0	
	All Modes	100.0%		5	2	1	0	0	0
All Origins 100.0%	Auto	55.0%	1.36	118	87	32	23	12	9
	Transit	36.0%		77		21		8	
	Walk	6.4%		14		4		1	
	Other	2.7%		6		2		1	
	All Modes	100.0%		215	87	58	23	22	9

Notes:

- [1] SF Guidelines, Appendix C - Table C-1 (Restaurant Sit-down)
[2] SF Guidelines, Appendix C - Table C-2 (Retail)
[3] SF Guidelines Appendix E - Average from Tables E-3 Work Trips to SD1 (All) and E-5 Work Trips to SD3 (All)
[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines
[5] 100% of all restaurant trips occurring before 9 AM are assumed to be work trips
[6] Based on ITE and SANDAG data

Potrero Power Station Mixed-Use Development Project
Re-Phase Program
LAND USE: SIT-DOWN RESTAURANT (NON-WORK TRIPS)

Proposed Size:		26,877 sq.ft. (includes 60% occupancy factor for Assembly Use)					
DAILY		AM PEAK HOUR		PM PEAK HOUR			
Person-trip Generation Rate [1]:	200.0 trips/1000 sq.ft.	Person-trip Gen Rate:	1.1% [4]	2.2	10.0% [6]	20.0	
Total Person Trips:	5,375 person-trips	Total Person-trips:		58		538	
Non-Work Trips [2]:	96%	5,160 person-trips	Non-Work Person-trips:	0% [5]	0	96% [2]	516

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 12.5%	Auto	24.6%	1.68	158	94	0	0	16	9
	Transit	18.1%		117		0		12	
	Walk	53.2%		343		0		34	
	Other	4.2%		27		0		3	
	All Modes	100.0%		645	94	0	0	65	9
SF Superdistrict 2 8.0%	Auto	47.0%	1.55	194	125	0	0	19	12
	Transit	22.9%		94		0		9	
	Walk	26.1%		108		0		11	
	Other	4.1%		17		0		2	
	All Modes	100.0%		413	125	0	0	41	12
SF Superdistrict 3 34.5%	Auto	57.0%	2.04	1,015	497	0	0	102	50
	Transit	10.9%		194		0		19	
	Walk	30.2%		537		0		54	
	Other	1.9%		34		0		3	
	All Modes	100.0%		1,780	497	0	0	178	50
SF Superdistrict 4 4.0%	Auto	65.7%	1.72	136	79	0	0	14	8
	Transit	18.8%		39		0		4	
	Walk	12.3%		25		0		3	
	Other	3.3%		7		0		1	
	All Modes	100.0%		206	79	0	0	21	8
East Bay 7.0%	Auto	46.0%	2.11	166	79	0	0	17	8
	Transit	20.9%		76		0		8	
	Walk	31.4%		114		0		11	
	Other	1.7%		6		0		1	
	All Modes	100.0%		361	79	0	0	36	8
North Bay 3.5%	Auto	57.9%	1.82	105	58	0	0	10	6
	Transit	16.1%		29		0		3	
	Walk	24.4%		44		0		4	
	Other	1.6%		3		0		0	
	All Modes	100.0%		181	58	0	0	18	6
South Bay 8.5%	Auto	80.5%	2.28	353	155	0	0	35	15
	Transit	11.5%		50		0		5	
	Walk	6.4%		28		0		3	
	Other	1.6%		7		0		1	
	All Modes	100.0%		439	155	0	0	44	15
Out of Region 22.0%	Auto	39.5%	2.73	449	165	0	0	45	16
	Transit	9.4%		106		0		11	
	Walk	27.3%		310		0		31	
	Other	23.8%		270		0		27	
	All Modes	100.0%		1,135	165	0	0	114	16
All Origins 100.0%	Auto	49.9%	2.06	2,575	1,251	0	0	258	125
	Transit	13.7%		706		0		71	
	Walk	29.2%		1,509		0		151	
	Other	7.2%		370		0		37	
	All Modes	100.0%		5,160	1,251	0	0	516	125

Notes:

- [1] SF Guidelines, Appendix C - Table C-1 (Restaurant Sit-down)
[2] SF Guidelines, Appendix C - Table C-2 (Retail)
[3] SF Guidelines Appendix E - Average from Tables E-10 Visitor Trips to SD1 (Retail) and E-14 Visitor Trips to SD3 (Retail)
[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines
[5] 100% of all restaurant trips occurring before 9 AM are assumed to be work trips
[6] Based on ITE and SANDAG data

Potrero Power Station Mixed-Use Development Project
Re-Phase Program
LAND USE: QUICK SERVICE RESTAURANT (WORK TRIPS)

Proposed Size: 19,962 sq.ft.					
DAILY		AM PEAK HOUR		PM PEAK HOUR	
Person-trip Generation Rate [1]:	600.0 trips/1000 sq.ft.	Person-trip Gen Rate:	1.1% [4] 6.5	10.0% [6] 60.0	
Total Person Trips:	11,977 person-trips	Total Person-trips:	130	1,198	
Work Trips [2]: 4%	479 person-trips	Work Person-trips:	4% [5] 5	4% [2] 48	

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 10.6%	Auto	26.8%	1.29	14	10	0	0	1	1
	Transit	34.7%		18		0		2	
	Walk	35.8%		18		0		2	
	Other	2.7%		1		0		0	
	All Modes	100.0%		51	10	1	0	5	1
SF Superdistrict 2 12.5%	Auto	45.6%	1.25	27	22	0	0	3	2
	Transit	49.1%		29		0		3	
	Walk	3.7%		2		0		0	
	Other	1.6%		1		0		0	
	All Modes	100.0%		60	22	1	0	6	2
SF Superdistrict 3 20.5%	Auto	51.3%	1.26	50	40	1	0	5	4
	Transit	34.6%		34		0		3	
	Walk	10.4%		10		0		1	
	Other	3.6%		4		0		0	
	All Modes	100.0%		98	40	1	0	10	4
SF Superdistrict 4 9.8%	Auto	55.8%	1.50	26	17	0	0	3	2
	Transit	40.9%		19		0		2	
	Walk	0.0%		0		0		0	
	Other	3.4%		2		0		0	
	All Modes	100.0%		46	17	0	0	5	2
East Bay 18.4%	Auto	50.9%	2.13	45	21	0	0	4	2
	Transit	46.4%		41		0		4	
	Walk	0.0%		0		0		0	
	Other	2.8%		2		0		0	
	All Modes	100.0%		88	21	1	0	9	2
North Bay 5.9%	Auto	69.1%	1.53	19	13	0	0	2	1
	Transit	28.6%		8		0		1	
	Walk	0.0%		0		0		0	
	Other	2.2%		1		0		0	
	All Modes	100.0%		28	13	0	0	3	1
South Bay 20.6%	Auto	77.9%	1.15	77	67	1	1	8	7
	Transit	19.9%		20		0		2	
	Walk	0.0%		0		0		0	
	Other	2.2%		2		0		0	
	All Modes	100.0%		99	67	1	1	10	7
Out of Region 2.2%	Auto	55.9%	1.54	6	4	0	0	1	0
	Transit	41.5%		4		0		0	
	Walk	0.0%		0		0		0	
	Other	2.6%		0		0		0	
	All Modes	100.0%		10	4	0	0	1	0
All Origins 100.0%	Auto	55.0%	1.36	263	193	3	2	26	19
	Transit	36.0%		172		2		17	
	Walk	6.4%		30		0		3	
	Other	2.7%		13		0		1	
	All Modes	100.0%		479	193	5	2	48	19

Notes:

- [1] SF Guidelines, Appendix C - Table C-1 (Restaurant Composite Rate)
[2] SF Guidelines, Appendix C - Table C-2 (Retail)
[3] SF Guidelines Appendix E - Average from Tables E-3 Work Trips to SD1 (All) and E-5 Work Trips to SD3 (All)
[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines
[5] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines
[6] Based on ITE and SANDAG data

Potrero Power Station Mixed-Use Development Project
Re-Phase Program
LAND USE: QUICK SERVICE RESTAURANT (NON-WORK TRIPS)

Proposed Size:		19,962 sq.ft.			
DAILY				AM PEAK HOUR	
Person-trip Generation Rate [1]:		600.0 trips/1000 sq.ft.		PM PEAK HOUR	
		Person-trip Gen Rate:		1.1% [4] 6.5	
Total Person Trips:		11,977 person-trips		10.0% [6] 60.0	
		Total Person-trips:		130 1,198	
Non-Work Trips [2]:		96% 11,498 person-trips		Non-Work Person-trips:	
				96% [5] 124 96% [2] 1,150	

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 12.5%	Auto	24.6%	1.68	353	210	4	2	35	21
	Transit	18.1%		261		3		26	
	Walk	53.2%		764		8		76	
	Other	4.2%		60		1		6	
	All Modes	100.0%		1,437	210	16	2	144	21
SF Superdistrict 2 8.0%	Auto	47.0%	1.55	432	278	5	3	43	28
	Transit	22.9%		210		2		21	
	Walk	26.1%		240		3		24	
	Other	4.1%		38		0		4	
	All Modes	100.0%		920	278	10	3	92	28
SF Superdistrict 3 34.5%	Auto	57.0%	2.04	2,262	1,107	24	12	226	111
	Transit	10.9%		433		5		43	
	Walk	30.2%		1,196		13		120	
	Other	1.9%		76		1		8	
	All Modes	100.0%		3,967	1,107	43	12	397	111
SF Superdistrict 4 4.0%	Auto	65.7%	1.72	302	176	3	2	30	18
	Transit	18.8%		87		1		9	
	Walk	12.3%		56		1		6	
	Other	3.3%		15		0		1	
	All Modes	100.0%		460	176	5	2	46	18
East Bay 7.0%	Auto	46.0%	2.11	370	176	4	2	37	18
	Transit	20.9%		168		2		17	
	Walk	31.4%		253		3		25	
	Other	1.7%		13		0		1	
	All Modes	100.0%		805	176	9	2	80	18
North Bay 3.5%	Auto	57.9%	1.82	233	128	3	1	23	13
	Transit	16.1%		65		1		6	
	Walk	24.4%		98		1		10	
	Other	1.6%		6		0		1	
	All Modes	100.0%		402	128	4	1	40	13
South Bay 8.5%	Auto	80.5%	2.28	786	345	9	4	79	35
	Transit	11.5%		112		1		11	
	Walk	6.4%		63		1		6	
	Other	1.6%		16		0		2	
	All Modes	100.0%		977	345	11	4	98	35
Out of Region 22.0%	Auto	39.5%	2.73	1,000	367	11	4	100	37
	Transit	9.4%		237		3		24	
	Walk	27.3%		691		7		69	
	Other	23.8%		602		7		60	
	All Modes	100.0%		2,530	367	27	4	253	37
All Origins 100.0%	Auto	49.9%	2.06	5,738	2,787	62	30	574	279
	Transit	13.7%		1,573		17		157	
	Walk	29.2%		3,362		36		336	
	Other	7.2%		825		9		83	
	All Modes	100.0%		11,498	2,787	124	30	1,150	279

Notes:

- [1] SF Guidelines, Appendix C - Table C-1 (Restaurant Composite Rate)
[2] SF Guidelines, Appendix C - Table C-2 (Retail)
[3] SF Guidelines Appendix E - Average from Tables E-10 Visitor Trips to SD1 (Retail) and E-14 Visitor Trips to SD3 (Retail)
[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines
[5] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines
[6] Based on ITE and SANDAG data

Potrero Power Station Mixed-Use Development Project
Re-Phase Program
LAND USE: CHILD CARE (WORK TRIPS)

Proposed Size:		12,000 sq.ft.			
DAILY				AM PEAK HOUR	
Person-trip Generation Rate [1]:	67.0 trips/1000 sq.ft.	Person-trip Gen Rate:	17.8% [4]	11.9	18.0% [1]
Total Person Trips:	804 person-trips	Total Person-trips:		143	145
Work Trips [2]:	20%	Work Person-trips:	17% [5]	24	17% [6]
				25	

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 10.6%	Auto	26.8%	1.29	5	4	1	1	1	1
	Transit	34.7%		6		1		1	
	Walk	35.8%		6		1		1	
	Other	2.7%		0		0		0	
	All Modes	100.0%		17	4	3	1	3	1
SF Superdistrict 2 12.5%	Auto	45.6%	1.25	9	7	1	1	1	1
	Transit	49.1%		10		1		2	
	Walk	3.7%		1		0		0	
	Other	1.6%		0		0		0	
	All Modes	100.0%		20	7	3	1	3	1
SF Superdistrict 3 20.5%	Auto	51.3%	1.26	17	13	3	2	3	2
	Transit	34.6%		11		2		2	
	Walk	10.4%		3		1		1	
	Other	3.6%		1		0		0	
	All Modes	100.0%		33	13	5	2	5	2
SF Superdistrict 4 9.8%	Auto	55.8%	1.50	9	6	1	1	1	1
	Transit	40.9%		6		1		1	
	Walk	0.0%		0		0		0	
	Other	3.4%		1		0		0	
	All Modes	100.0%		15	6	2	1	2	1
East Bay 18.4%	Auto	50.9%	2.13	15	7	2	1	2	1
	Transit	46.4%		14		2		2	
	Walk	0.0%		0		0		0	
	Other	2.8%		1		0		0	
	All Modes	100.0%		30	7	4	1	5	1
North Bay 5.9%	Auto	69.1%	1.53	7	4	1	1	1	1
	Transit	28.6%		3		0		0	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		9	4	1	1	1	1
South Bay 20.6%	Auto	77.9%	1.15	26	22	4	3	4	3
	Transit	19.9%		7		1		1	
	Walk	0.0%		0		0		0	
	Other	2.2%		1		0		0	
	All Modes	100.0%		33	22	5	3	5	3
Out of Region 2.2%	Auto	55.9%	1.54	2	1	0	0	0	0
	Transit	41.5%		1		0		0	
	Walk	0.0%		0		0		0	
	Other	2.6%		0		0		0	
	All Modes	100.0%		3	1	1	0	1	0
All Origins 100.0%	Auto	55.0%	1.36	88	65	13	10	14	10
	Transit	36.0%		58		9		9	
	Walk	6.4%		10		2		2	
	Other	2.7%		4		1		1	
	All Modes	100.0%		161	65	24	10	25	10

Notes:

- [1] SF Guidelines, Appendix C - Table C-1 (Daycare Centers)
 [2] SF Guidelines, Appendix C - Table C-2 (Government Office)
 [3] SF Guidelines, Appendix E - Average from Tables E-3 Work Trips to SD1 (All) and E-5 Work Trips to SD3 (All)
 [4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines
 [5] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines
 [6] SF Guidelines, Appendix C - Table C-2 (Opposite percentages to Government Office)
 [7] SF Guidelines, Appendix C - Table C-2 (Opposite percentages to Government Office)

Potrero Power Station Mixed-Use Development Project
Re-Phase Program
LAND USE: CHILD CARE (NON-WORK TRIPS)

Proposed Size:		12,000 sq.ft.			
DAILY				AM PEAK HOUR	
Person-trip Generation Rate [1]:	67.0 trips/1000 sq.ft.	Person-trip Gen Rate:	17.8% [4]	11.9	18.0% [1]
Total Person Trips:	804 person-trips	Total Person-trips:		143	145
Non-Work Trips [2]:	80%	Non-Work Person-trips:	83% [5]	119	83% [6]
				120	

Percent of Origin Distribution [7]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 0.0%	Auto	21.5%	2.12	0	0	0	0	0	0
	Transit	17.9%		0		0		0	
	Walk	53.4%		0		0		0	
	Other	7.2%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
SF Superdistrict 2 0.0%	Auto	50.3%	2.00	0	0	0	0	0	0
	Transit	24.8%		0		0		0	
	Walk	14.6%		0		0		0	
	Other	10.5%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
SF Superdistrict 3 100.0%	Auto	42.6%	2.42	274	113	50	21	51	21
	Transit	25.0%		161		30		30	
	Walk	23.6%		152		28		28	
	Other	8.9%		57		10		11	
	All Modes	100.0%		643	113	119	21	120	21
SF Superdistrict 4 0.0%	Auto	55.0%	2.25	0	0	0	0	0	0
	Transit	24.5%		0		0		0	
	Walk	12.4%		0		0		0	
	Other	8.2%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
East Bay 0.0%	Auto	56.9%	2.51	0	0	0	0	0	0
	Transit	27.1%		0		0		0	
	Walk	14.8%		0		0		0	
	Other	1.3%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
North Bay 0.0%	Auto	75.9%	1.95	0	0	0	0	0	0
	Transit	8.0%		0		0		0	
	Walk	13.2%		0		0		0	
	Other	2.9%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
Peninsula/South Bay 0.0%	Auto	79.2%	2.34	0	0	0	0	0	0
	Transit	12.8%		0		0		0	
	Walk	6.9%		0		0		0	
	Other	1.1%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
Out of Region 0.0%	Auto	40.6%	2.64	0	0	0	0	0	0
	Transit	23.7%		0		0		0	
	Walk	24.2%		0		0		0	
	Other	11.4%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
All Origins 100.0%	Auto	42.6%	2.42	274	113	50	21	51	21
	Transit	25.0%		161		30		30	
	Walk	23.6%		152		28		28	
	Other	8.9%		57		10		11	
	All Modes	100.0%		643	113	119	21	120	21

Notes:

- [1] SF Guidelines, Appendix C - Table C-1 (Daycare Centers)
 [2] SF Guidelines, Appendix C - Table C-2 (Government Office)
 [3] SF Guidelines, Appendix E - Average from Tables E-11 Visitor Trips to SD1 (All Other) and E-15 Visitor Trips to SD3 (All Other)
 [4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines
 [5] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines
 [6] SF Guidelines, Appendix C - Table C-2 (Opposite percentages to Government Office)
 [7] Assumes local trips

Potrero Power Station Mixed-Use Development Project

Re-Phase Program

LAND USE: LIBRARY (WORK TRIPS)

Proposed Size:		5,000 sq.ft.					
DAILY				AM PEAK HOUR	PM PEAK HOUR		
Person-trip Generation Rate [1]:	195.0 trips/1000 sq.ft.	Person-trip Gen Rate:	2.0% [4]	3.9	16.2% [1]	31.5	
Total Person Trips:	975 person-trips	Total Person-trips:		20		158	
Work Trips [1]:	3%	24 person-trips	Work Person-trips:	4% [2]	1	4% [1]	6

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 10.6%	Auto	26.8%	1.29	1	1	0	0	0	0
	Transit	34.7%		1		0		0	
	Walk	35.8%		1		0		0	
	Other	2.7%		0		0		0	
	All Modes	100.0%		3	1	0	0	1	0
SF Superdistrict 2 12.5%	Auto	45.6%	1.25	1	1	0	0	0	0
	Transit	49.1%		1		0		0	
	Walk	3.7%		0		0		0	
	Other	1.6%		0		0		0	
	All Modes	100.0%		3	1	0	0	1	0
SF Superdistrict 3 20.5%	Auto	51.3%	1.26	3	2	0	0	1	0
	Transit	34.6%		2		0		0	
	Walk	10.4%		1		0		0	
	Other	3.6%		0		0		0	
	All Modes	100.0%		5	2	0	0	1	0
SF Superdistrict 4 9.6%	Auto	55.8%	1.50	1	1	0	0	0	0
	Transit	40.9%		1		0		0	
	Walk	0.0%		0		0		0	
	Other	3.4%		0		0		0	
	All Modes	100.0%		2	1	0	0	1	0
East Bay 18.4%	Auto	50.9%	2.13	2	1	0	0	1	0
	Transit	46.4%		2		0		0	
	Walk	0.0%		0		0		0	
	Other	2.8%		0		0		0	
	All Modes	100.0%		4	1	0	0	1	0
North Bay 5.9%	Auto	69.1%	1.53	1	1	0	0	0	0
	Transit	28.6%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		1	1	0	0	0	0
South Bay 20.6%	Auto	77.9%	1.15	4	3	0	0	1	1
	Transit	19.9%		1		0		0	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		5	3	0	0	1	1
Out of Region 2.2%	Auto	55.9%	1.54	0	0	0	0	0	0
	Transit	41.5%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	2.6%		0		0		0	
	All Modes	100.0%		1	0	0	0	0	0
All Origins 100.0%	Auto	55.0%	1.36	13	10	0	0	3	2
	Transit	36.0%		9		0		2	
	Walk	6.4%		2		0		0	
	Other	2.7%		1		0		0	
	All Modes	100.0%		24	10	1	0	6	2

Notes:

[1] Based on count data collected at the North Beach Library in San Francisco; Case No. 2008.0968I, ESA August 2009.

[2] Assumes same percentage as the PM Peak Hour.

[3] SF Guidelines Appendix E - Average from Tables E-3 Work Trips to SD1 (All) and E-5 Work Trips to SD3 (All)

[4] Based on ITE land use #590 (Library) and SANDAG.

[5] The AM and PM Peak Hour % of work/non-work trips are assumed to be the same as the daily percentages

Potrero Power Station Mixed-Use Development Project

Re-Phase Program

LAND USE: LIBRARY (NON-WORK TRIPS)

Proposed Size:		5,000 sq.ft.					
DAILY				AM PEAK HOUR		PM PEAK HOUR	
Person-trip Generation Rate [1]:	195.0 trips/1000 sq.ft.	Person-trip Gen Rate:	2.0% [4]	3.9	16.2% [1]	31.5	
Total Person Trips:	975 person-trips	Total Person-trips:		20		158	
Non-Work Trips [1]:	98%	951 person-trips	Non-Work Person-trips:	97% [2]	19	97% [1]	152

Percent of Origin Distribution [6]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 0.0%	Auto	21.5%	2.12	0	0	0	0	0	0
	Transit	17.9%		0		0		0	
	Walk	53.4%		0		0		0	
	Other	7.2%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
SF Superdistrict 2 0.0%	Auto	50.3%	2.00	0	0	0	0	0	0
	Transit	24.8%		0		0		0	
	Walk	14.6%		0		0		0	
	Other	10.5%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
SF Superdistrict 3 100.0%	Auto	42.6%	2.42	405	167	8	3	65	27
	Transit	25.0%		238		5		38	
	Walk	23.6%		224		4		36	
	Other	8.9%		84		2		13	
	All Modes	100.0%		951	167	19	3	152	27
SF Superdistrict 4 0.0%	Auto	55.0%	2.25	0	0	0	0	0	0
	Transit	24.5%		0		0		0	
	Walk	12.4%		0		0		0	
	Other	8.2%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
East Bay 0.0%	Auto	56.9%	2.51	0	0	0	0	0	0
	Transit	27.1%		0		0		0	
	Walk	14.8%		0		0		0	
	Other	1.3%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
North Bay 0.0%	Auto	75.9%	1.95	0	0	0	0	0	0
	Transit	8.0%		0		0		0	
	Walk	13.2%		0		0		0	
	Other	2.9%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
Peninsula/South Bay 0.0%	Auto	79.2%	2.34	0	0	0	0	0	0
	Transit	12.8%		0		0		0	
	Walk	6.9%		0		0		0	
	Other	1.1%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
Out of Region 0.0%	Auto	40.6%	2.64	0	0	0	0	0	0
	Transit	23.7%		0		0		0	
	Walk	24.2%		0		0		0	
	Other	11.4%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
All Origins 100.0%	Auto	42.6%	2.42	405	167	8	3	65	27
	Transit	25.0%		238		5		38	
	Walk	23.6%		224		4		36	
	Other	8.9%		84		2		13	
	All Modes	100.0%		951	167	19	3	152	27

Notes:

[1] Based on count data collected at the North Beach Library in San Francisco; Case No. 2008.0968I, ESA August 2009.

[2] Assumes same percentage as the PM Peak Hour.

[3] SF Guidelines Appendix E - Average from Tables E-11 Visitor Trips to SD1 (All Other) and E-15 Visitor Trips to SD3 (All Other)

[4] Based on ITE land use #590 (Library) and SANDAG.

[5] The AM and PM Peak Hour % of work/non-work trips are assumed to be the same as the daily percentages

[6] Assumes local trips

Potrero Power Station Mixed-Use Development Project

Re-Phase Program

LAND USE: COMMUNITY CENTER (WORK TRIPS)

Proposed Size:		25,000 sq.ft.					
DAILY				AM PEAK HOUR		PM PEAK HOUR	
Person-trip Generation Rate [1]:	80.0 trips/1000 sq.ft.	Person-trip Gen Rate:	6.1% [4]	4.8	13.4% [1]	10.7	
Total Person Trips:	2,000 person-trips	Total Person-trips:		121	268		
Work Trips [2]:	5%	100 person-trips	Work Person-trips:	5% [5]	6	5% [5]	13

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 10.6%	Auto	26.8%	1.29	3	2	0	0	0	0
	Transit	34.7%		4		0		0	
	Walk	35.8%		4		0		1	
	Other	2.7%		0		0		0	
	All Modes	100.0%		11	2	1	0	1	0
SF Superdistrict 2 12.5%	Auto	45.6%	1.25	6	5	0	0	1	1
	Transit	49.1%		6		0		1	
	Walk	3.7%		0		0		0	
	Other	1.6%		0		0		0	
	All Modes	100.0%		13	5	1	0	2	1
SF Superdistrict 3 20.5%	Auto	51.3%	1.26	10	8	1	1	1	1
	Transit	34.6%		7		0		1	
	Walk	10.4%		2		0		0	
	Other	3.6%		1		0		0	
	All Modes	100.0%		20	8	1	1	3	1
SF Superdistrict 4 9.6%	Auto	55.8%	1.50	5	4	0	0	1	0
	Transit	40.9%		4		0		1	
	Walk	0.0%		0		0		0	
	Other	3.4%		0		0		0	
	All Modes	100.0%		10	4	1	0	1	0
East Bay 18.4%	Auto	50.9%	2.13	9	4	1	0	1	1
	Transit	46.4%		9		1		1	
	Walk	0.0%		0		0		0	
	Other	2.8%		1		0		0	
	All Modes	100.0%		18	4	1	0	2	1
North Bay 5.9%	Auto	69.1%	1.53	4	3	0	0	1	0
	Transit	28.6%		2		0		0	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		6	3	0	0	1	0
South Bay 20.6%	Auto	77.9%	1.15	16	14	1	1	2	2
	Transit	19.9%		4		0		1	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		21	14	1	1	3	2
Out of Region 2.2%	Auto	55.9%	1.54	1	1	0	0	0	0
	Transit	41.5%		1		0		0	
	Walk	0.0%		0		0		0	
	Other	2.6%		0		0		0	
	All Modes	100.0%		2	1	0	0	0	0
All Origins 100.0%	Auto	55.0%	1.36	55	40	3	2	7	5
	Transit	36.0%		36		2		5	
	Walk	6.4%		6		0		1	
	Other	2.7%		3		0		0	
	All Modes	100.0%		100	40	6	2	13	5

Notes:

[1] Based on count data collected at the Gene Friend Recreation Center in San Francisco; Adavant Consulting/LCW Consulting, November 2017.

[2] Estimated based on an average of 3 daily trips per employee

[3] SF Guidelines Appendix E - Average from Tables E-3 Work Trips to SD1 (All) and E-5 Work Trips to SD3 (All)

[4] Based on ITE land use #495 (Community Center)

[5] The AM and PM Peak Hour % of work/non-work trips are assumed to be the same as the daily percentages

Potrero Power Station Mixed-Use Development Project

Re-Phase Program

LAND USE: COMMUNITY CENTER (NON-WORK TRIPS)

Proposed Size:		25,000 sq.ft.					
DAILY				AM PEAK HOUR		PM PEAK HOUR	
Person-trip Generation Rate [1]:	80.0 trips/1000 sq.ft.	Person-trip Gen Rate:	6.1% [4]	4.8	13.4% [1]	10.7	
Total Person Trips:	2,000 person-trips	Total Person-trips:		121		268	
Non-Work Trips [2]:	95%	1,900 person-trips	Non-Work Person-trips:	95% [5]	115	95% [5]	255

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 17.5%	Auto	21.5%	2.12	71	34	4	2	10	5
	Transit	17.9%		59		4		8	
	Walk	53.4%		178		11		24	
	Other	7.2%		24		1		3	
	All Modes	100.0%		333	34	20	2	45	5
SF Superdistrict 2 14.0%	Auto	50.3%	2.00	134	67	8	4	18	9
	Transit	24.8%		66		4		9	
	Walk	14.6%		39		2		5	
	Other	10.5%		28		2		4	
	All Modes	100.0%		266	67	16	4	36	9
SF Superdistrict 3 28.5%	Auto	42.6%	2.42	231	95	14	6	31	13
	Transit	25.0%		135		8		18	
	Walk	23.6%		128		8		17	
	Other	8.9%		48		3		6	
	All Modes	100.0%		542	95	33	6	73	13
SF Superdistrict 4 7.0%	Auto	55.0%	2.25	73	33	4	2	10	4
	Transit	24.5%		33		2		4	
	Walk	12.4%		16		1		2	
	Other	8.2%		11		1		1	
	All Modes	100.0%		133	33	8	2	18	4
East Bay 10.0%	Auto	56.9%	2.51	108	43	7	3	14	6
	Transit	27.1%		51		3		7	
	Walk	14.8%		28		2		4	
	Other	1.3%		2		0		0	
	All Modes	100.0%		190	43	12	3	25	6
North Bay 3.0%	Auto	75.9%	1.95	43	22	3	1	6	3
	Transit	8.0%		5		0		1	
	Walk	13.2%		8		0		1	
	Other	2.9%		2		0		0	
	All Modes	100.0%		57	22	3	1	8	3
South Bay 8.0%	Auto	79.2%	2.34	120	52	7	3	16	7
	Transit	12.8%		19		1		3	
	Walk	6.9%		11		1		1	
	Other	1.1%		2		0		0	
	All Modes	100.0%		152	52	9	3	20	7
Out of Region 12.0%	Auto	40.6%	2.64	93	35	6	2	12	5
	Transit	23.7%		54		3		7	
	Walk	24.2%		55		3		7	
	Other	11.4%		26		2		3	
	All Modes	100.0%		228	35	14	2	31	5
All Origins 100.0%	Auto	46.0%	2.30	873	380	53	23	117	51
	Transit	22.3%		423		26		57	
	Walk	24.3%		462		28		62	
	Other	7.5%		142		9		19	
	All Modes	100.0%		1,900	380	115	23	255	51

Notes:

[1] Based on count data collected at the Gene Friend Recreation Center in San Francisco; Adavant Consulting/LCW Consulting, November 2017.

[2] Estimated based on an average of 3 daily trips per employee

[3] SF Guidelines Appendix E - Average from Tables E-11 Visitor Trips to SD1 (All Other) and E-15 Visitor Trips to SD3 (All Other)

[4] Based on ITE land use #495 (Community Center)

[5] The AM and PM Peak Hour % of work/non-work trips are assumed to be the same as the daily percentages

Potrero Power Station Mixed-Use Development Project
Re-Phase Program
LAND USE: OPEN SPACE (WORK TRIPS)

Proposed Size:		6.9 Acres					
DAILY				AM PEAK HOUR	PM PEAK HOUR		
Person-trip Generation Rate [1]:	20.0 trips/acre	Person-trip Gen Rate:	13.0% [1]	2.6	9.0% [1]	1.8	
Total Person Trips:	138 person-trips	Total Person-trips:		18		12	
Work Trips [2]:	1%	1 person-trips	Work Person-trips:	1% [4]	0	1% [4]	0

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 10.6%	Auto	26.8%	1.29	0	0	0	0	0	0
	Transit	34.7%		0		0		0	
	Walk	35.8%		0		0		0	
	Other	2.7%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
SF Superdistrict 2 12.5%	Auto	45.6%	1.25	0	0	0	0	0	0
	Transit	49.1%		0		0		0	
	Walk	3.7%		0		0		0	
	Other	1.6%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
SF Superdistrict 3 20.5%	Auto	51.3%	1.26	0	0	0	0	0	0
	Transit	34.6%		0		0		0	
	Walk	10.4%		0		0		0	
	Other	3.6%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
SF Superdistrict 4 9.6%	Auto	55.8%	1.50	0	0	0	0	0	0
	Transit	40.9%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	3.4%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
East Bay 18.4%	Auto	50.9%	2.13	0	0	0	0	0	0
	Transit	46.4%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	2.8%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
North Bay 5.9%	Auto	69.1%	1.53	0	0	0	0	0	0
	Transit	28.6%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
South Bay 20.6%	Auto	77.9%	1.15	0	0	0	0	0	0
	Transit	19.9%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
Out of Region 2.2%	Auto	55.9%	1.54	0	0	0	0	0	0
	Transit	41.5%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	2.6%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
All Origins 100.0%	Auto	55.0%	1.36	1	1	0	0	0	0
	Transit	36.0%		0		0		0	
	Walk	6.4%		0		0		0	
	Other	2.7%		0		0		0	
	All Modes	100.0%		1	1	0	0	0	0

Notes:

- [1] Traffic Generators, San Diego Association of Governments, 2002 (Regional Park)
 [2] Mission Bay FSEIR estimated 1 employee per acre; assuming 2 daily trips per employee it means 10% work trips (1 x 2 / 20 = 0.1)
 [3] SF Guidelines Appendix E - Average from Tables E-3 Work Trips to SD1 (All) and E-5 Work Trips to SD3 (All)
 [4] The AM and PM Peak Hour % of work/non-work trips are assumed to be the same as the daily percentages

Potrero Power Station Mixed-Use Development Project
Re-Phase Program
LAND USE: OPEN SPACE (NON-WORK TRIPS)

Proposed Size:		6.9 Acres					
DAILY		AM PEAK HOUR		PM PEAK HOUR			
Person-trip Generation Rate [1]:	20.0 trips/acre	Person-trip Gen Rate:	13.0% [5]	2.6	9.0% [1]	1.8	
Total Person Trips:	138 person-trips	Total Person-trips:		18		12	
Non-Work Trips [2]:	99%	137 person-trips	Non-Work Person-trips:	99% [6]	18	99% [2]	12

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [4]	Average Vehicle Occupancy [4]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 17.5%	Auto	21.5%	2.12	5	2	1	0	0	0
	Transit	17.9%		4		1		0	
	Walk	53.4%		13		2		1	
	Other	7.2%		2		0		0	
	All Modes	100.0%		24	2	3	0	2	0
SF Superdistrict 2 14.0%	Auto	50.3%	2.00	10	5	1	1	1	0
	Transit	24.8%		5		1		0	
	Walk	14.6%		3		0		0	
	Other	10.5%		2		0		0	
	All Modes	100.0%		19	5	2	1	2	0
SF Superdistrict 3 28.5%	Auto	42.6%	2.42	17	7	2	1	1	1
	Transit	25.0%		10		1		1	
	Walk	23.6%		9		1		1	
	Other	8.9%		3		0		0	
	All Modes	100.0%		39	7	5	1	4	1
SF Superdistrict 4 7.0%	Auto	55.0%	2.25	5	2	1	0	0	0
	Transit	24.5%		2		0		0	
	Walk	12.4%		1		0		0	
	Other	8.2%		1		0		0	
	All Modes	100.0%		10	2	1	0	1	0
East Bay 10.0%	Auto	56.9%	2.51	8	3	1	0	1	0
	Transit	27.1%		4		0		0	
	Walk	14.8%		2		0		0	
	Other	1.3%		0		0		0	
	All Modes	100.0%		14	3	2	0	1	0
North Bay 3.0%	Auto	75.9%	1.95	3	2	0	0	0	0
	Transit	8.0%		0		0		0	
	Walk	13.2%		1		0		0	
	Other	2.9%		0		0		0	
	All Modes	100.0%		4	2	1	0	0	0
South Bay 8.0%	Auto	79.2%	2.34	9	4	1	0	1	0
	Transit	12.8%		1		0		0	
	Walk	6.9%		1		0		0	
	Other	1.1%		0		0		0	
	All Modes	100.0%		11	4	1	0	1	0
Out of Region 12.0%	Auto	40.6%	2.64	7	3	1	0	1	0
	Transit	23.7%		4		1		0	
	Walk	24.2%		4		1		0	
	Other	11.4%		2		0		0	
	All Modes	100.0%		16	3	2	0	1	0
All Origins 100.0%	Auto	46.0%	2.30	63	27	8	4	6	2
	Transit	22.3%		30		4		3	
	Walk	24.3%		33		4		3	
	Other	7.5%		10		1		1	
	All Modes	100.0%		137	27	18	4	12	2

Notes:

- [1] Traffic Generators, San Diego Association of Governments, 2002 (Regional Park)
 [2] Mission Bay FSEIR estimated 1 employee per acre; assuming 2 daily trips per employee it means 10% work trips (1 x 2 / 20 = 0.1)
 [3] SF Guidelines Appendix E - Average from Tables E-11 Visitor Trips to SD1 (All Other) and E-15 Visitor Trips to SD3 (All Other)
 [4] The AM and PM Peak Hour % of work/non-work trips are assumed to be the same as the daily percentages

Parking Demand

Potrero Power Station Mixed-Use Development Project
Re-Phase Program

PARKING DEMAND	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Midday Period (Noon to 2 PM) Peak Parking Demand															
SHORT-TERM DEMAND															
Daily visitors vehicle trips				1,591	546	61	218	1,802	995	2,061	0	38	295	25	7,632
Turnover rate (vehicles per space)				5.5	5.5	5.5	5.5	11.0	5.5	5.5	5.5	5.5	5.5	5.5	6.2
Peak short-term demand (spaces)				145	50	6	20	82	91	188	1	4	27	3	617
% of peak demand during period (ULI)				100%	100%	100%	100%	100%	75%	100%	100%	100%	100%	100%	96%
Total short-term demand (spaces)				145	50	6	20	82	69	188	1	4	27	3	595
LONG-TERM DEMAND															
Residential/Hotel Demand															
Percentage of affordable residential units	18%	18%													
Peak parking demand (spaces per unit/hotel room)	0.62	0.90	0.80												
Peak parking demand (spaces)	890	943	200												2,033
% of peak demand during period (ULI)	70%	70%	60%												69%
Subtotal long-term demand (spaces)	623	661	120												1,404
Employee Demand															
Average gsf, rooms or acres per daytime employee			2.3	276	405	276	350	350	350	350	345	850	780	10	
Number of daytime employees			110	3,013	1,594	116	24	100	77	57	35	6	32	1	5,165
% of employees who drive			59%	57%	57%	57%	58%	58%	57%	58%	55%	55%	58%	56%	57%
Number of employees who drive			65	1,723	912	66	14	58	44	33	19	3	19	0	2,955
Average employee vehicle occupancy			1.39	1.38	1.38	1.38	1.38	1.38	1.38	1.38	1.36	1.36	1.38	1.37	1.37
Peak parking demand (spaces)			47	1,250	662	49	11	42	32	24	15	3	14	1	2,150
% of peak demand during period (ULI)			100%	100%	100%	100%	100%	100%	90%	100%	100%	100%	100%	100%	100%
Subtotal long-term demand (spaces)			47	1,250	662	49	11	42	29	24	15	3	14	1	2,147
Total long-term demand (spaces)	623	661	167	1,250	662	49	11	42	29	24	15	3	14	1	3,551
TOTAL PARKING DEMAND (spaces)	623	661	167	1,395	712	55	31	124	98	212	16	7	41	4	4,146
Evening Period (7 PM to 9 PM) Peak Parking Demand															
SHORT-TERM DEMAND															
Daily visitors vehicle trips				1,591	546	61	218	1,802	995	2,061	0	38	295	25	7,632
Turnover rate (vehicles per space)				5.5	5.5	5.5	5.5	11.0	5.5	5.5	5.5	5.5	5.5	5.5	6.2
Peak short-term demand (spaces)				145	50	6	20	82	91	188	1	4	27	3	617
% of peak demand during period (ULI)				5%	5%	5%	90%	90%	100%	80%	0%	5%	10%	50%	57%
Total short-term demand (spaces)				8	3	1	18	74	91	151	-	1	3	2	352
LONG-TERM DEMAND															
Residential/Hotel Demand															
Percentage of affordable residential units	18%	18%													
Peak parking demand (spaces per unit/hotel room)	0.62	0.90	0.80												
Peak parking demand (spaces)	890	943	200												2,033
% of peak demand during period (ULI)	100%	100%	90%												99%
Subtotal long-term demand (spaces)	890	943	180												2,013
Employee Demand															
Average gsf, rooms or acres per daytime employee			2.3	276	405	276	350	350	350	350	345	850	780	10	
Number of daytime employees			110	3,013	1,594	116	24	100	77	57	35	6	32	1	5,165
% of employees who drive			59%	57%	57%	57%	58%	58%	57%	58%	55%	55%	58%	56%	57%
Number of employees who drive			65	1,723	912	66	14	58	44	33	19	3	19	0	2,955
Average employee vehicle occupancy			1.39	1.38	1.38	1.38	1.38	1.38	1.38	1.38	1.36	1.36	1.38	1.37	1.37
Peak parking demand (spaces)			47	1,250	662	49	11	42	32	24	15	3	14	1	2,150
% of peak demand during period (ULI)			20%	10%	10%	10%	100%	100%	100%	90%	5%	5%	10%	50%	15%
Subtotal long-term demand (spaces)			10	125	67	5	11	42	32	22	1	1	2	1	319
Total long-term demand (spaces)	890	943	190	125	67	5	11	42	32	22	1	1	2	1	2,332
TOTAL PARKING DEMAND (spaces)	890	943	190	133	70	6	29	116	123	173	1	2	5	3	2,684

Commercial Vehicle and Service Loading Demand

Potrero Power Station Mixed-Use Development Project
TRUCK AND SERVICE VEHICLE LOADING DEMAND [a]

Land Use	Gross Square Feet	Daily Vehicle Generation Ratio (R)	Turnover (minutes)	Daily Trucks/ Service Vehicles	Loading Space Demand	
					Average Hour	Peak Hour [b]
Re-Phase Program						
Residential	2,402,984 gsf	0.03	25	72	3	4
Hotel	241,574 gsf	0.09	25	22	1	1
Office/R&D/PDR [c]	1,509,344 gsf	0.21	25	317	15	18
General Retail	8,400 gsf	0.22	25	2	0	0
Supermarket [d]	35,000 gsf	1.26	40	44	3	4
Restaurant [e]	46,839 gsf	3.60	25	169	8	10
Community Facilities	42,000 gsf	0.10	25	4	0	0
Total	4,286,141 gsf	0.15		630	30	38

General Loading Demand Equations (SF Guidelines)

$$\begin{aligned} \text{Daily Trips} &= (\text{GSF} / 1,000) * R \\ \text{Average Hour} &= (\text{GSF} / 1,000) * R / 9 / 2.4 \\ \text{Peak Hour} &= (\text{GSF} / 1,000) * (R * 1.25) / 9 / 2.4 \\ R &= \text{Daily truck trip generation per 1,000 gsf of use from Table H-1 in SF Guidelines} \end{aligned}$$

Notes:

- [a] Daily truck trip generation rate and average and peak hour loading space demand based on SF Guidelines for all land uses except Supermarket. Numbers may not sum to total due to rounding.
- [b] Peak hour of the commercial loading demand, which generally occurs between 10 AM and 1 PM.
- [c] Includes light industrial and arts uses.
- [d] Supermarket rate based on data in the 2001 Market Street TIS, Final Report, November 2010, Case File No. 2008.0550E
- [e] Includes assembly space, with a 60 percent occupancy efficiency factor.

1b TRAVEL DEMAND ANALYSIS – RE-PHASE PROGRAM – MAX. RESID.

Aggregated Travel Demand Calculations

Potrero Power Station Mixed-Use Development Project
Re-Phase Program - Maximum Residential

	LAND USE CATEGORY														Total Development 4,191,375 gsf (w/ occup. factor)
	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	
	1,133,844 gsf 1,514 units	1,415,948 gsf 1,110 units	0 gsf 0 rooms	831,606 gsf	645,738 gsf	32,000 gsf	8,400 gsf	35,000 gsf	26,877 gsf (w/ occup. factor)	19,962 gsf	12,000 gsf	5,000 gsf	25,000 gsf	6.9 acres	

INTERNAL AND EXTERNAL TRIP GENERATION RATES	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Daily Trip Rate (per d.u. / per 1,000 gsf)	7.5	10.0	7.0	18.1	8.0	18.1	150.0	297.0	200.0	600.0	67.0	195.0	80.0	20.0	18.2
AM Peak Hour as % of daily	14.2%	14.2%	8.8%	8.9%	18.2%	8.9%	2.3%	2.6%	1.1%	1.1%	17.8%	2.0%	6.1%	13.0%	8.3%
AM Peak Hour Trip Rate (per unit, per room, per 1000 gsf, per acre)	1.07	1.42	0.62	1.61	1.46	1.61	3.49	7.78	2.16	6.49	11.90	3.90	4.85	2.60	1.51
PM Peak Hour as % of daily	17.3%	17.3%	10.0%	8.5%	16.0%	8.5%	9.0%	7.3%	10.0%	10.0%	18.0%	16.2%	13.4%	9.0%	12.1%
PM Peak Hour Trip Rate (per unit, per room, per 1000 gsf, per acre)	1.30	1.73	0.70	1.54	1.28	1.54	13.50	21.68	20.00	60.00	12.06	31.50	10.73	1.80	2.20
% Modal Share															
Auto	41%	41%	0%	49%	49%	49%	50%	50%	50%	50%	45%	43%	46%	46%	47%
Transit	40%	40%	0%	27%	27%	27%	15%	15%	15%	15%	27%	25%	23%	22%	26%
Walk/Other	19%	19%	0%	24%	24%	24%	35%	35%	35%	35%	28%	32%	31%	32%	27%
Average Vehicle Occupancy Rate															
Weekday Daily	1.10	1.10	0.00	1.80	1.80	1.80	2.01	2.01	2.01	2.01	1.82	2.36	2.21	2.28	1.62
Weekday AM Peak Hour	1.10	1.10	0.00	1.45	1.45	1.45	1.43	2.01	1.36	2.01	1.85	2.34	2.21	2.28	1.31
Weekday PM Peak Hour	1.10	1.10	0.00	1.45	1.45	1.45	2.01	2.01	2.01	2.01	1.85	2.34	2.21	2.28	1.43

INTERNAL AND EXTERNAL TRIPS BY MODE BEFORE ADJUSTMENT	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Weekday Daily															
Auto Person Trips	4,632	4,528	-	7,406	2,542	285	631	5,209	2,694	6,002	362	418	928	64	35,700
Transit Person Trips	4,588	4,485	-	4,092	1,404	157	184	1,514	783	1,745	219	246	459	31	19,906
Walk/Other Person Trips	2,135	2,087	-	3,555	1,220	137	445	3,672	1,899	4,231	223	310	613	44	20,570
Total Person Trips	11,355	11,100	-	15,052	5,166	579	1,260	10,395	5,375	11,977	804	975	2,000	138	76,177
Total Vehicle Trips	4,215	4,121	-	4,111	1,411	158	314	2,586	1,337	2,980	199	177	420	28	22,058
				2,185	750	1,927	0.47	0.00							
Weekday AM Peak Hour															
Auto Person Trips	659	644	-	716	504	28	16	136	32	65	64	8	56	8	2,936
Transit Person Trips	653	638	-	450	317	17	10	40	21	19	38	5	28	4	2,240
Walk/Other Person Trips	304	297	-	173	122	7	4	96	5	46	41	6	37	6	1,143
Total Person Trips	1,616	1,580	-	1,340	942	52	29	272	58	130	143	20	121	18	6,320
Total Vehicle Trips	600	586	-	494	347	19	11	68	23	32	35	4	25	4	2,248
Weekday PM Peak Hour															
Auto Person Trips	801	783	-	684	442	26	57	380	269	600	65	68	125	6	4,306
Transit Person Trips	794	776	-	430	278	17	17	111	78	174	39	40	62	3	2,817
Walk/Other Person Trips	369	361	-	166	107	6	40	268	190	423	41	50	82	4	2,107
Total Person Trips	1,964	1,920	-	1,279	827	49	113	759	538	1,198	145	158	268	12	9,230
Total Vehicle Trips	729	713	-	472	305	18	28	189	134	298	35	29	56	3	3,008

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INTERNAL AND EXTERNAL TRIPS INBOUND/OUTBOUND SPLITS	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Weekday AM Peak Hour															
SF Guidelines Work															
Inbound	0%	0%	75%	90%	90%	90%	90%	90%	100%	100%	90%	100%	90%	95%	
Outbound	100%	100%	25%	10%	10%	10%	10%	10%	0%	0%	10%	0%	10%	5%	
SF Guidelines Non-Work															
Inbound	67%	67%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	60%	60%	
Outbound	33%	33%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	40%	40%	
ITE															
Inbound	20%	20%	59%	88%	83%	88%	62%	62%	N.A.	55%	53%	71%	66%	61%	
Outbound	80%	80%	41%	12%	17%	12%	38%	38%		45%	47%	29%	34%	39%	
Person Trips															
Inbound	33%	33%	0%	83%	83%	83%	84%	52%	100%	52%	57%	52%	62%	60%	55%
Outbound	67%	67%	0%	17%	17%	17%	16%	48%	0%	48%	43%	48%	39%	40%	45%
Inbound	539	527	-	1,114	784	43	25	140	58	67	81	10	75	11	3,474
Outbound	1,077	1,053	-	225	158	9	5	132	-	62	62	9	47	7	2,846
Total Person Trips	1,616	1,580	-	1,340	942	52	29	272	58	130	143	20	121	18	6,320
Vehicle Trips															
Inbound	33%	33%	0%	86%	86%	86%	86%	53%	100%	53%	61%	54%	63%	61%	56%
Outbound	67%	67%	0%	14%	14%	14%	14%	47%	0%	47%	39%	46%	37%	39%	44%
Inbound	200	195	-	426	300	16	10	36	23	17	21	2	16	2	1,265
Outbound	400	391	-	68	48	3	2	32	-	15	13	2	9	1	983
Total Vehicle Trips	600	586	-	494	347	19	11	68	23	32	35	4	25	4	2,248
Weekday PM Peak Hour															
SF Guidelines Work															
Inbound	100%	100%	50%	10%	10%	10%	10%	10%	0%	0%	10%	0%	10%	5%	
Outbound	0%	0%	50%	90%	90%	90%	90%	90%	100%	100%	90%	100%	90%	95%	
SF Guidelines Non-Work															
Inbound	33%	33%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	
Outbound	67%	67%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	
ITE															
Inbound	50%	50%	51%	17%	15%	17%	48%	51%	67%	60%	47%	48%	49%	61%	
Outbound	50%	50%	49%	83%	85%	83%	52%	49%	33%	40%	53%	52%	51%	39%	
Person Trips															
Inbound	67%	67%	0%	17%	17%	17%	48%	48%	48%	48%	43%	48%	48%	50%	49%
Outbound	33%	33%	0%	83%	83%	83%	52%	52%	52%	52%	57%	52%	52%	50%	51%
Inbound	1,310	1,280	-	215	139	8	55	367	258	575	63	76	129	6	4,480
Outbound	655	640	-	1,064	688	41	59	392	280	623	82	82	140	6	4,750
Total Person Trips	1,964	1,920	-	1,279	827	49	113	759	538	1,198	145	158	268	12	9,230
Vehicle Trips															
Inbound	67%	67%	0%	14%	14%	14%	47%	47%	47%	47%	39%	46%	46%	49%	48%
Outbound	33%	33%	0%	86%	86%	86%	53%	53%	53%	53%	61%	54%	54%	51%	52%
Inbound	486	475	-	65	42	2	13	90	63	139	14	13	26	1	1,429
Outbound	243	238	-	407	263	16	15	99	71	159	21	16	30	1	1,579
Total Vehicle Trips	729	713	-	472	305	18	28	189	134	298	35	29	56	3	3,008

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INTERNAL AND LINKED PERSON TRIP ADJUSTMENT FACTORS	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Weekday Daily															
Internal trip factor	36.0%	36.0%	36.0%	21.3%	21.3%	21.3%	25.0%	25.0%	20.0%	25.5%	75.0%	75.0%	30.0%	10.0%	
Internal linked trip factor	15.0%	15.0%	40.0%	20.0%	10.0%	20.0%	50.0%	50.0%	60.0%	80.0%	75.0%	60.0%	55.0%	30.0%	
Internal person trips	3,475	3,396	-	2,562	989	99	158	1,299	430	611	151	293	270	10	13,743
Total internal person trip productions															6,871
Total internal person trip attractions															6,871
Difference															0
% difference															0%
Internal and linked person trips (Walk)	4,088	3,996	-	3,203	1,099	123	315	2,599	1,075	3,057	603	731	600	14	21,503
Overall total trip reduction	36%	36%	0%	21%	21%	21%	25%	25%	20%	26%	75%	75%	30%	10%	28%
Weekday AM Peak Hour															
Internal trip factor	18.5%	18.5%	18.5%	20.1%	20.1%	20.1%	30.0%	30.0%	25.0%	30.0%	75.0%	75.0%	30.0%	10.0%	
Internal linked trip factor	15.0%	15.0%	40.0%	20.0%	10.0%	20.0%	50.0%	50.0%	60.0%	80.0%	75.0%	60.0%	55.0%	30.0%	
Internal person trips	254	248	-	215	170	8	4	41	6	8	27	6	16	1	1,005
Total internal person trip productions															502
Total internal person trip attractions															502
Difference															0
% difference															0%
Internal and linked person trips (Walk)	299	292	-	269	189	10	9	82	15	39	107	15	36	2	1,363
Overall total trip reduction	19%	19%	0%	20%	20%	20%	30%	30%	25%	30%	75%	75%	30%	10%	22%
Weekday PM Peak Hour															
Internal trip factor	28.3%	28.3%	28.3%	30.1%	30.1%	30.1%	30.0%	30.0%	30.0%	35.0%	75.0%	75.0%	30.0%	10.0%	
Internal linked trip factor	15.0%	15.0%	40.0%	20.0%	10.0%	20.0%	50.0%	50.0%	60.0%	80.0%	75.0%	60.0%	55.0%	30.0%	
Internal person trips	473	462	-	308	224	12	17	114	65	84	27	47	36	1	1,870
Total internal person trip productions															935
Total internal person trip attractions															935
Difference															0
% difference															0%
Internal and linked person trips (Walk)	556	544	-	386	249	15	34	228	161	419	109	118	81	1	2,900
Overall total trip reduction	28%	28%	0%	30%	30%	30%	30%	30%	30%	35%	75%	75%	30%	10%	31%
TRIP SUBTRACTION CHECK															
Weekday Daily	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Weekday AM Peak Hour	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Weekday PM Peak Hour	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
PEAK HOUR CHECK															
Auto Person Trips SD1+SD3															
Daily External Trips	1,355	1,325	-	1,072	368	41	130	1,071	683	1,204	38	97	106	17	7,509
AM+PM External Trips	586	573	-	92	64	4	9	81	44	76	16	17	21	4	1,586
Average Peak Hour Factor	22%	22%	0%	4%	9%	4%	4%	4%	3%	3%	21%	9%	10%	11%	11%
Transit Person Trips SD1+SD3															
Daily External Trips	1,554	1,519	-	747	256	29	36	298	190	335	23	57	69	11	5,124
AM+PM External Trips	672	656	-	71	49	3	3	23	13	21	10	10	13	2	1,547
Average Peak Hour Factor	22%	22%	0%	5%	10%	5%	4%	4%	3%	3%	21%	9%	10%	11%	15%
Walk/Other Person Trips SD1+SD3															
Daily External Trips	799	781	-	1,089	374	42	103	851	543	957	29	73	129	21	5,793
AM+PM External Trips	345	338	-	61	42	2	7	65	35	60	12	13	25	5	1,011
Average Peak Hour Factor	22%	22%	0%	3%	6%	3%	4%	4%	3%	3%	21%	9%	10%	11%	9%

Potrero Power Station Mixed-Use Development Project
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EXTERNAL ONLY TRIPS - TOTAL BOTH WAYS AFTER ADJUSTMENT	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Weekday Daily															
Superdistrict 1															
Auto Person Trips	1,054	1,030	-	245	84	9	18	147	94	165	1	0	25	4	2,876
Transit Person Trips	1,208	1,181	-	238	82	9	13	111	71	125	1	0	21	3	3,065
Walk/Other Person Trips	622	608	-	591	203	23	41	337	215	379	1	0	69	11	3,100
Total Person Trips	2,884	2,819	-	1,074	369	41	72	595	380	669	2	1	116	19	9,041
Vehicle Trips	959	938	-	138	47	5	11	88	56	99	0	0	12	2	2,356
Superdistrict 2															
Auto Person Trips	158	155	-	987	339	38	48	399	206	459	9	1	139	10	2,948
Transit Person Trips	181	177	-	666	229	26	25	208	108	240	10	1	72	5	1,948
Walk/Other Person Trips	93	91	-	373	128	14	30	244	126	281	1	0	67	5	1,453
Total Person Trips	433	423	-	2,026	695	78	103	850	440	980	20	3	279	19	6,350
Vehicle Trips	144	141	-	586	201	23	32	260	135	300	7	1	71	5	1,906
Superdistrict 3															
Auto Person Trips	301	294	-	827	284	32	112	924	590	1,039	38	96	81	13	4,633
Transit Person Trips	345	338	-	509	175	20	23	187	119	210	22	57	48	8	2,059
Walk/Other Person Trips	178	174	-	498	171	19	62	514	328	578	28	73	60	10	2,693
Total Person Trips	824	806	-	1,834	629	71	197	1,625	1,037	1,827	88	226	189	31	9,385
Vehicle Trips	274	268	-	444	152	17	56	459	293	516	19	40	35	5	2,578
Superdistrict 4															
Auto Person Trips	158	155	-	659	226	25	34	284	147	328	9	1	78	5	2,111
Transit Person Trips	181	177	-	377	129	14	11	91	47	105	6	1	36	2	1,180
Walk/Other Person Trips	93	91	-	156	54	6	8	63	33	73	1	0	28	2	607
Total Person Trips	433	423	-	1,192	409	46	53	439	227	506	15	2	143	10	3,898
Vehicle Trips	144	141	-	357	123	14	20	167	86	193	6	1	36	2	1,290
East Bay															
Auto Person Trips	371	363	-	1,053	362	41	44	360	186	415	15	2	117	8	3,337
Transit Person Trips	276	270	-	722	248	28	22	181	94	209	14	2	60	4	2,129
Walk/Other Person Trips	92	90	-	182	63	7	28	233	121	269	1	0	31	2	1,118
Total Person Trips	739	722	-	1,958	672	75	94	775	401	893	30	4	208	14	6,585
Vehicle Trips	338	330	-	455	156	18	21	171	88	197	7	1	47	3	1,832
North Bay															
Auto Person Trips	166	162	-	439	150	17	27	219	113	252	7	1	47	3	1,603
Transit Person Trips	50	49	-	114	39	4	8	63	33	73	3	0	6	0	442
Walk/Other Person Trips	-	-	-	54	18	2	11	91	47	105	0	0	9	1	338
Total Person Trips	215	211	-	606	208	23	45	374	193	430	9	1	63	4	2,384
Vehicle Trips	151	147	-	255	88	10	15	122	63	141	4	1	25	2	1,023
South Bay															
Auto Person Trips	884	865	-	1,480	508	57	91	749	387	863	26	4	137	9	6,061
Transit Person Trips	633	619	-	320	110	12	14	114	59	132	7	1	24	1	2,045
Walk/Other Person Trips	176	172	-	86	30	3	9	70	36	81	1	0	13	1	679
Total Person Trips	1,694	1,656	-	1,887	648	73	113	934	483	1,076	33	5	173	11	8,785
Vehicle Trips	805	787	-	1,015	348	39	43	358	185	412	22	3	65	4	4,087
Outside Bay Area															
Auto Person Trips	45	44	-	535	183	21	106	873	451	1,006	2	0	94	7	3,365
Transit Person Trips	-	-	-	323	111	12	25	209	108	241	1	0	55	4	1,090
Walk/Other Person Trips	-	-	-	415	143	16	136	1,122	580	1,293	0	0	81	6	3,793
Total Person Trips	45	44	-	1,273	437	49	267	2,204	1,140	2,540	3	1	230	16	8,248
Vehicle Trips	41	40	-	220	76	8	39	321	166	370	1	0	36	3	1,321
All Origins															
Auto Person Trips	3,138	3,067	-	6,225	2,136	240	479	3,955	2,175	4,527	105	107	719	59	26,933
Transit Person Trips	2,875	2,810	-	3,269	1,122	126	141	1,166	639	1,335	64	63	322	28	13,960
Walk/Other Person Trips	1,254	1,226	-	2,355	808	91	324	2,675	1,486	3,059	32	74	359	38	13,781
Total Person Trips	7,267	7,104	-	11,849	4,067	456	945	7,796	4,300	8,921	201	244	1,400	124	54,674
Vehicle Trips	2,856	2,791	-	3,471	1,191	134	236	1,946	1,073	2,227	68	47	328	26	16,393
Total Internal Person Trips	4,088	3,996	-	3,203	1,099	123	315	2,599	1,075	3,057	603	731	600	14	21,503
Person-trip reduction	36%	36%	0%	21%	21%	21%	25%	25%	20%	26%	75%	75%	30%	10%	28%
Average Vehicle Occupancy	1.10	1.10	-	1.79	1.79	1.79	2.03	2.03	2.03	2.03	1.56	2.25	2.19	2.28	1.64

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EXTERNAL ONLY TRIPS - INBOUND AFTER ADJUSTMENT	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Weekday AM Peak Hour															
Superdistrict 1															
Auto Person Trips	77	75	-	13	9	1	0	2	0	1	0	0	1	0	179
Transit Person Trips	88	86	-	16	11	1	0	1	0	1	0	0	1	0	205
Walk/Other Person Trips	45	44	-	23	16	1	0	3	0	2	0	0	3	1	139
Total Person Trips	210	205	-	53	37	2	0	6	1	3	0	0	4	1	524
Vehicle Trips	70	68	-	10	7	0	0	1	0	0	0	0	0	0	158
Superdistrict 2															
Auto Person Trips	8	7	-	66	46	3	1	5	3	3	1	0	5	1	149
Transit Person Trips	9	8	-	63	45	2	1	3	4	1	1	0	3	0	140
Walk/Other Person Trips	4	4	-	13	9	0	0	3	0	2	0	0	3	0	39
Total Person Trips	21	20	-	142	100	5	3	11	7	6	2	0	10	2	329
Vehicle Trips	7	7	-	51	36	2	1	4	3	2	1	0	3	0	115
Superdistrict 3															
Auto Person Trips	22	21	-	48	34	2	0	10	1	5	5	1	3	1	153
Transit Person Trips	25	25	-	32	22	1	0	2	1	1	3	1	2	1	115
Walk/Other Person Trips	13	13	-	18	12	1	0	5	0	3	3	1	2	1	72
Total Person Trips	60	59	-	98	69	4	1	17	2	8	11	2	7	2	339
Vehicle Trips	20	20	-	36	25	1	0	5	1	2	2	0	1	0	115
Superdistrict 4															
Auto Person Trips	8	7	-	57	40	2	1	4	3	2	1	0	3	0	127
Transit Person Trips	9	8	-	39	28	2	1	1	2	1	1	0	1	0	93
Walk/Other Person Trips	4	4	-	6	4	0	0	1	0	0	0	0	1	0	21
Total Person Trips	21	20	-	102	71	4	2	6	6	3	1	0	5	1	242
Vehicle Trips	7	7	-	37	26	1	1	2	2	1	1	0	1	0	87
East Bay															
Auto Person Trips	18	17	-	97	68	4	2	5	5	2	1	0	4	1	225
Transit Person Trips	13	13	-	84	59	3	2	2	5	1	1	0	2	0	186
Walk/Other Person Trips	4	4	-	8	5	0	0	3	0	2	0	0	1	0	29
Total Person Trips	35	34	-	189	133	7	4	10	11	5	3	0	8	1	440
Vehicle Trips	16	16	-	46	33	2	1	2	3	1	1	0	2	0	122
North Bay															
Auto Person Trips	8	8	-	42	29	2	1	3	2	1	1	0	2	0	98
Transit Person Trips	2	2	-	16	11	1	0	1	1	0	0	0	0	0	36
Walk/Other Person Trips	-	-	-	2	1	0	0	1	0	1	0	0	0	0	6
Total Person Trips	10	10	-	60	42	2	1	5	3	2	1	0	2	0	140
Vehicle Trips	7	7	-	28	19	1	1	2	2	1	0	0	1	0	68
South Bay															
Auto Person Trips	42	41	-	160	113	6	4	10	9	5	2	0	5	1	399
Transit Person Trips	30	29	-	40	28	2	1	2	2	1	1	0	1	0	136
Walk/Other Person Trips	8	8	-	5	4	0	0	1	0	0	0	0	0	0	28
Total Person Trips	80	79	-	206	145	8	5	13	12	6	3	0	6	1	563
Vehicle Trips	38	37	-	139	98	5	3	5	8	2	2	0	2	0	341
Outside Bay Area															
Auto Person Trips	2	2	-	20	14	1	1	12	1	6	0	0	3	1	63
Transit Person Trips	-	-	-	14	10	1	0	3	1	1	0	0	2	0	31
Walk/Other Person Trips	-	-	-	9	6	0	0	15	0	7	0	0	3	0	41
Total Person Trips	2	2	-	43	30	2	1	30	1	14	0	0	9	1	135
Vehicle Trips	2	2	-	11	8	0	0	4	0	2	0	0	1	0	32
All Origins															
Auto Person Trips	183	179	-	504	355	19	10	50	26	24	10	1	27	5	1,393
Transit Person Trips	176	172	-	304	214	12	6	15	16	7	6	1	12	2	941
Walk/Other Person Trips	80	78	-	83	59	3	1	33	2	16	4	1	13	3	377
Total Person Trips	439	429	-	891	627	34	17	98	44	47	20	3	52	10	2,711
Vehicle Trips	167	163	-	358	252	14	7	25	19	12	7	1	12	2	1,038

Potrero Power Station Mixed-Use Development Project
Re-Phase Program - Maximum Residential

EXTERNAL ONLY TRIPS - OUTBOUND AFTER ADJUSTMENT	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Weekday AM Peak Hour															
Superdistrict 1															
Auto Person Trips	154	150	-	3	2	0	0	1	-	1	0	0	1	0	311
Transit Person Trips	176	172	-	3	2	0	0	1	-	1	0	0	0	0	356
Walk/Other Person Trips	91	89	-	5	3	0	0	3	-	2	0	0	2	1	194
Total Person Trips	420	411	-	11	7	0	0	6	-	3	0	0	3	1	862
Vehicle Trips	140	137	-	2	1	0	0	1	-	0	0	0	0	0	281
Superdistrict 2															
Auto Person Trips	15	15	-	13	9	1	0	5	-	2	1	0	3	0	65
Transit Person Trips	17	17	-	13	9	0	0	3	-	1	1	0	2	0	63
Walk/Other Person Trips	9	9	-	3	2	0	0	3	-	1	0	0	2	0	28
Total Person Trips	41	40	-	29	20	1	1	11	-	5	1	0	6	1	157
Vehicle Trips	14	13	-	8	6	0	0	3	-	2	0	0	2	0	48
Superdistrict 3															
Auto Person Trips	44	43	-	10	7	0	0	9	-	4	3	1	2	1	124
Transit Person Trips	50	49	-	6	5	0	0	2	-	1	2	1	1	0	117
Walk/Other Person Trips	26	25	-	4	3	0	0	5	-	2	3	1	1	1	70
Total Person Trips	120	117	-	20	14	1	0	16	-	7	8	2	4	2	311
Vehicle Trips	40	39	-	6	4	0	0	4	-	2	2	0	1	0	98
Superdistrict 4															
Auto Person Trips	15	15	-	11	8	0	0	4	-	2	1	0	2	0	58
Transit Person Trips	17	17	-	8	6	0	0	1	-	1	0	0	1	0	51
Walk/Other Person Trips	9	9	-	1	1	0	0	1	-	0	0	0	1	0	22
Total Person Trips	41	40	-	21	14	1	0	6	-	3	1	0	3	0	130
Vehicle Trips	14	13	-	6	4	0	0	2	-	1	0	0	1	0	42
East Bay															
Auto Person Trips	35	34	-	20	14	1	0	5	-	2	1	0	3	0	115
Transit Person Trips	26	26	-	17	12	1	0	2	-	1	1	0	1	0	87
Walk/Other Person Trips	9	9	-	2	1	0	0	3	-	1	0	0	1	0	25
Total Person Trips	70	69	-	38	27	1	1	10	-	5	2	0	5	1	228
Vehicle Trips	32	31	-	7	5	0	0	2	-	1	0	0	1	0	81
North Bay															
Auto Person Trips	16	15	-	8	6	0	0	3	-	1	0	0	1	0	52
Transit Person Trips	5	5	-	3	2	0	0	1	-	0	0	0	0	0	17
Walk/Other Person Trips	-	-	-	0	0	0	0	1	-	1	0	0	0	0	3
Total Person Trips	20	20	-	12	8	0	0	5	-	2	1	0	1	0	71
Vehicle Trips	14	14	-	4	3	0	0	2	-	1	0	0	1	0	39
South Bay															
Auto Person Trips	84	82	-	32	23	1	1	9	-	4	2	0	3	0	242
Transit Person Trips	60	59	-	8	6	0	0	1	-	1	0	0	1	0	136
Walk/Other Person Trips	17	16	-	1	1	0	0	1	-	0	0	0	0	0	37
Total Person Trips	161	157	-	42	29	2	1	12	-	6	2	0	4	1	415
Vehicle Trips	76	75	-	22	15	1	0	4	-	2	1	0	1	0	199
Outside Bay Area															
Auto Person Trips	4	4	-	4	3	0	0	11	-	5	0	0	2	0	35
Transit Person Trips	-	-	-	3	2	0	0	3	-	1	0	0	1	0	10
Walk/Other Person Trips	-	-	-	2	1	0	0	14	-	7	0	0	2	0	26
Total Person Trips	4	4	-	9	6	0	0	28	-	13	0	0	5	1	71
Vehicle Trips	4	4	-	2	1	0	0	4	-	2	0	0	1	0	18
All Origins															
Auto Person Trips	367	358	-	102	72	4	2	47	-	22	8	1	17	3	1,002
Transit Person Trips	352	344	-	61	43	2	1	14	-	7	5	1	8	1	838
Walk/Other Person Trips	160	156	-	17	12	1	0	31	-	15	3	1	8	2	405
Total Person Trips	878	858	-	180	127	7	3	92	-	44	15	2	33	6	2,245
Vehicle Trips	334	326	-	57	40	2	1	23	-	11	4	0	7	1	807

Potrero Power Station Mixed-Use Development Project
Re-Phase Program - Maximum Residential

EXTERNAL ONLY TRIPS - INBOUND AFTER ADJUSTMENT	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Weekday PM Peak Hour															
Superdistrict 1															
Auto Person Trips	150	147	-	1	0	0	1	4	3	4	0	0	2	0	312
Transit Person Trips	172	168	-	1	1	0	0	3	2	3	0	0	1	0	352
Walk/Other Person Trips	89	87	-	1	1	0	1	9	6	10	0	0	4	1	209
Total Person Trips	411	402	-	3	2	0	2	16	11	17	0	0	7	1	873
Vehicle Trips	137	134	-	0	0	0	0	2	2	3	0	0	1	0	279
Superdistrict 2															
Auto Person Trips	18	18	-	13	8	0	2	14	10	22	1	0	9	0	116
Transit Person Trips	21	20	-	12	8	0	1	7	5	12	1	0	5	0	93
Walk/Other Person Trips	11	11	-	2	2	0	1	9	6	13	0	0	4	0	59
Total Person Trips	50	49	-	27	18	1	4	30	21	47	1	0	18	1	268
Vehicle Trips	17	16	-	8	5	0	1	9	6	14	0	0	4	0	82
Superdistrict 3															
Auto Person Trips	43	42	-	2	2	0	4	25	18	27	3	7	5	1	179
Transit Person Trips	49	48	-	2	1	0	1	5	4	5	2	4	3	0	125
Walk/Other Person Trips	25	25	-	1	1	0	2	14	10	15	3	6	4	0	105
Total Person Trips	117	115	-	5	3	0	7	44	31	48	8	17	12	1	408
Vehicle Trips	39	38	-	1	1	0	2	12	8	13	2	3	2	0	122
Superdistrict 4															
Auto Person Trips	18	18	-	11	7	0	2	10	7	16	1	0	5	0	95
Transit Person Trips	21	20	-	8	5	0	0	3	2	5	0	0	2	0	68
Walk/Other Person Trips	11	11	-	1	1	0	0	2	2	3	0	0	2	0	33
Total Person Trips	50	49	-	20	13	1	2	16	11	24	1	0	9	0	196
Vehicle Trips	17	16	-	6	4	0	1	6	4	9	0	0	2	0	65
East Bay															
Auto Person Trips	43	42	-	19	12	1	2	13	9	20	1	0	8	0	169
Transit Person Trips	32	31	-	16	10	1	1	6	5	10	1	0	4	0	117
Walk/Other Person Trips	11	10	-	1	1	0	1	8	6	13	0	0	2	0	54
Total Person Trips	85	83	-	36	24	1	4	27	19	43	2	0	13	1	340
Vehicle Trips	39	38	-	7	5	0	1	6	4	9	0	0	3	0	113
North Bay															
Auto Person Trips	19	19	-	8	5	0	1	8	5	12	0	0	3	0	81
Transit Person Trips	6	6	-	3	2	0	0	2	2	4	0	0	0	0	25
Walk/Other Person Trips	-	-	-	0	0	0	0	3	2	5	0	0	1	0	12
Total Person Trips	25	24	-	12	7	0	2	13	9	21	1	0	4	0	119
Vehicle Trips	17	17	-	4	3	0	1	4	3	7	0	0	2	0	58
South Bay															
Auto Person Trips	102	100	-	31	20	1	4	26	19	41	2	0	9	0	356
Transit Person Trips	73	71	-	8	5	0	1	4	3	6	0	0	2	0	173
Walk/Other Person Trips	20	20	-	1	1	0	0	2	2	4	0	0	1	0	51
Total Person Trips	195	191	-	40	26	2	5	33	23	52	2	1	11	1	580
Vehicle Trips	93	91	-	21	14	1	2	12	9	19	1	0	4	0	267
Outside Bay Area															
Auto Person Trips	5	5	-	4	3	0	5	31	22	48	0	0	6	0	129
Transit Person Trips	-	-	-	3	2	0	1	7	5	12	0	0	4	0	34
Walk/Other Person Trips	-	-	-	2	1	0	6	40	28	62	0	0	5	0	144
Total Person Trips	5	5	-	8	5	0	12	78	55	122	0	0	15	1	306
Vehicle Trips	5	5	-	2	1	0	2	11	8	17	0	0	2	0	52
All Origins															
Auto Person Trips	399	390	-	88	57	3	20	131	92	191	8	8	46	3	1,436
Transit Person Trips	374	365	-	52	33	2	6	39	27	57	5	5	21	1	986
Walk/Other Person Trips	166	163	-	10	7	0	13	87	61	126	3	6	23	2	667
Total Person Trips	939	918	-	150	97	6	38	257	181	374	16	19	90	6	3,089
Vehicle Trips	363	355	-	49	32	2	9	63	44	91	4	4	20	1	1,037

Potrero Power Station Mixed-Use Development Project
Re-Phase Program - Maximum Residential

EXTERNAL ONLY TRIPS - OUTBOUND AFTER ADJUSTMENT	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Weekday PM Peak Hour															
Superdistrict 1															
Auto Person Trips	75	73	-	3	2	0	1	4	3	5	0	0	2	0	168
Transit Person Trips	86	84	-	4	2	0	0	3	2	4	0	0	1	0	188
Walk/Other Person Trips	44	43	-	6	4	0	1	10	7	11	0	0	5	1	131
Total Person Trips	205	201	-	13	8	0	3	17	12	19	0	0	8	1	488
Vehicle Trips	68	67	-	2	2	0	0	3	2	3	0	0	1	0	148
Superdistrict 2															
Auto Person Trips	9	9	-	63	41	2	2	15	11	24	1	0	10	0	187
Transit Person Trips	10	10	-	60	39	2	1	8	6	12	1	0	5	0	156
Walk/Other Person Trips	5	5	-	12	8	0	1	9	7	15	0	0	5	0	68
Total Person Trips	25	24	-	136	88	5	5	32	23	51	2	0	19	1	411
Vehicle Trips	8	8	-	48	31	2	1	10	7	16	1	0	5	0	139
Superdistrict 3															
Auto Person Trips	21	21	-	12	8	0	4	27	19	29	5	8	6	1	160
Transit Person Trips	25	24	-	8	5	0	1	5	4	6	3	5	3	0	89
Walk/Other Person Trips	13	12	-	4	3	0	2	15	11	16	3	6	4	0	90
Total Person Trips	59	57	-	24	15	1	7	47	33	52	11	18	13	1	339
Vehicle Trips	20	19	-	9	6	0	2	13	10	15	2	3	3	0	102
Superdistrict 4															
Auto Person Trips	9	9	-	54	35	2	2	11	8	17	1	0	5	0	153
Transit Person Trips	10	10	-	38	24	1	1	3	2	5	1	0	3	0	99
Walk/Other Person Trips	5	5	-	5	4	0	0	2	2	4	0	0	2	0	30
Total Person Trips	25	24	-	97	63	4	2	17	12	26	1	0	10	0	282
Vehicle Trips	8	8	-	36	23	1	1	6	5	10	1	0	3	0	102
East Bay															
Auto Person Trips	21	21	-	93	60	4	2	14	10	22	1	0	8	0	256
Transit Person Trips	16	16	-	80	52	3	1	7	5	11	1	0	4	0	196
Walk/Other Person Trips	5	5	-	7	5	0	1	9	6	14	0	0	2	0	56
Total Person Trips	43	42	-	180	116	7	4	29	21	46	3	1	15	1	507
Vehicle Trips	19	19	-	44	29	2	1	7	5	10	1	0	3	0	140
North Bay															
Auto Person Trips	10	9	-	40	26	2	1	8	6	13	1	0	3	0	119
Transit Person Trips	3	3	-	15	10	1	0	2	2	4	0	0	0	0	40
Walk/Other Person Trips	-	-	-	2	1	0	1	3	2	5	0	0	1	0	16
Total Person Trips	12	12	-	57	37	2	2	14	10	22	1	0	4	0	175
Vehicle Trips	9	8	-	26	17	1	1	5	3	8	0	0	2	0	80
South Bay															
Auto Person Trips	51	50	-	153	99	6	4	28	20	45	2	0	10	0	469
Transit Person Trips	36	36	-	38	25	1	1	4	3	7	1	0	2	0	153
Walk/Other Person Trips	10	10	-	5	3	0	0	3	2	4	0	0	1	0	39
Total Person Trips	98	95	-	196	127	8	5	35	25	56	3	1	12	1	662
Vehicle Trips	46	45	-	133	86	5	2	14	10	22	2	0	5	0	370
Outside Bay Area															
Auto Person Trips	3	3	-	19	13	1	5	33	23	52	0	0	7	0	158
Transit Person Trips	-	-	-	13	8	1	1	8	6	13	0	0	4	0	53
Walk/Other Person Trips	-	-	-	8	5	0	6	42	30	67	0	0	6	0	166
Total Person Trips	3	3	-	41	26	2	12	83	59	132	0	0	16	1	378
Vehicle Trips	2	2	-	11	7	0	2	12	9	20	0	0	3	0	68
All Origins															
Auto Person Trips	199	195	-	437	283	17	21	140	100	207	10	9	50	3	1,670
Transit Person Trips	187	183	-	256	165	10	6	41	29	61	6	5	22	1	975
Walk/Other Person Trips	83	81	-	50	33	2	14	93	67	136	4	6	25	2	596
Total Person Trips	469	459	-	744	480	29	41	274	196	405	21	20	98	6	3,241
Vehicle Trips	181	177	-	309	200	12	10	70	50	104	7	4	24	1	1,150

Potrero Power Station Mixed-Use Development Project
Re-Phase Program - Maximum Residential

EXTERNAL ONLY TRIPS - TOTAL BOTH WAYS AFTER ADJUSTMENT	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Weekday Daily															
Auto Person Trips															
Superdistrict 1	1,054	1,030	-	245	84	9	18	147	94	165	1	0	25	4	2,876
Superdistrict 2	158	155	-	987	339	38	48	399	206	459	9	1	139	10	2,948
Superdistrict 3	301	294	-	827	284	32	112	924	590	1,039	38	96	81	13	4,633
Superdistrict 4	158	155	-	659	226	25	34	284	147	328	9	1	78	5	2,111
East Bay	371	363	-	1,053	362	41	44	360	186	415	15	2	117	8	3,337
North Bay	166	162	-	439	150	17	27	219	113	252	7	1	47	3	1,603
South Bay	884	865	-	1,480	508	57	91	749	387	863	26	4	137	9	6,061
Outside of Bay Area	45	44	-	535	183	21	106	873	451	1,006	2	0	94	7	3,365
All Origins	3,138	3,067	-	6,225	2,136	240	479	3,955	2,175	4,527	105	107	719	59	26,933
Transit Person Trips															
Superdistrict 1	1,208	1,181	-	238	82	9	13	111	71	125	1	0	21	3	3,065
Superdistrict 2	181	177	-	666	229	26	25	208	108	240	10	1	72	5	1,948
Superdistrict 3	345	338	-	509	175	20	23	187	119	210	22	57	48	8	2,059
Superdistrict 4	181	177	-	377	129	14	11	91	47	105	6	1	36	2	1,180
East Bay	276	270	-	722	248	28	22	181	94	209	14	2	60	4	2,129
North Bay	50	49	-	114	39	4	8	63	33	73	3	0	6	0	442
South Bay	633	619	-	320	110	12	14	114	59	132	7	1	24	1	2,045
Outside of Bay Area	-	-	-	323	111	12	25	209	108	241	1	0	55	4	1,090
All Origins	2,875	2,810	-	3,269	1,122	126	141	1,166	639	1,335	64	63	322	28	13,960
Walk/Other Person Trips															
Superdistrict 1	622	608	-	591	203	23	41	337	215	379	1	0	69	11	3,100
Superdistrict 2	93	91	-	373	128	14	30	244	126	281	1	0	67	5	1,453
Superdistrict 3	178	174	-	498	171	19	62	514	328	578	28	73	60	10	2,693
Superdistrict 4	93	91	-	156	54	6	8	63	33	73	1	0	28	2	607
East Bay	92	90	-	182	63	7	28	233	121	269	1	0	31	2	1,118
North Bay	-	-	-	54	18	2	11	91	47	105	0	0	9	1	338
South Bay	176	172	-	86	30	3	9	70	36	81	1	0	13	1	679
Outside of Bay Area	-	-	-	415	143	16	136	1,122	580	1,293	0	0	81	6	3,793
All Origins	1,254	1,226	-	2,355	808	91	324	2,675	1,486	3,059	32	74	359	38	13,781
Total Person Trips															
Superdistrict 1	2,884	2,819	-	1,074	369	41	72	595	380	669	2	1	116	19	9,041
Superdistrict 2	433	423	-	2,026	695	78	103	850	440	980	20	3	279	19	6,350
Superdistrict 3	824	806	-	1,834	629	71	197	1,625	1,037	1,827	88	226	189	31	9,385
Superdistrict 4	433	423	-	1,192	409	46	53	439	227	506	15	2	143	10	3,898
East Bay	739	722	-	1,958	672	75	94	775	401	893	30	4	208	14	6,585
North Bay	215	211	-	606	208	23	45	374	193	430	9	1	63	4	2,384
South Bay	1,694	1,656	-	1,887	648	73	113	934	483	1,076	33	5	173	11	8,785
Outside of Bay Area	45	44	-	1,273	437	49	267	2,204	1,140	2,540	3	1	230	16	8,248
All Origins	7,267	7,104	-	11,849	4,067	456	945	7,796	4,300	8,921	201	244	1,400	124	54,674
Vehicle Trips															
Superdistrict 1	959	938	-	138	47	5	11	88	56	99	0	0	12	2	2,356
Superdistrict 2	144	141	-	586	201	23	32	260	135	300	7	1	71	5	1,906
Superdistrict 3	274	268	-	444	152	17	56	459	293	516	19	40	35	5	2,578
Superdistrict 4	144	141	-	357	123	14	20	167	86	193	6	1	36	2	1,290
East Bay	338	330	-	455	156	18	21	171	88	197	7	1	47	3	1,832
North Bay	151	147	-	255	88	10	15	122	63	141	4	1	25	2	1,023
South Bay	805	787	-	1,015	348	39	43	358	185	412	22	3	65	4	4,087
Outside of Bay Area	41	40	-	220	76	8	39	321	166	370	1	0	36	3	1,321
All Origins	2,856	2,791	-	3,471	1,191	134	236	1,946	1,073	2,227	68	47	328	26	16,393

Potrero Power Station Mixed-Use Development Project
Re-Phase Program - Maximum Residential

EXTERNAL ONLY TRIPS - TOTAL BOTH WAYS AFTER ADJUSTMENT	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Weekday AM Peak Hour															
Auto Person Trips															
Superdistrict 1	230	225	-	16	11	1	0	3	0	1	0	0	2	1	491
Superdistrict 2	23	22	-	79	56	3	2	10	3	5	1	0	8	1	214
Superdistrict 3	66	64	-	58	41	2	0	19	1	9	8	2	5	2	277
Superdistrict 4	23	22	-	68	48	3	1	7	3	4	1	0	5	1	185
East Bay	53	52	-	117	82	4	2	9	5	4	2	0	7	1	340
North Bay	24	23	-	50	35	2	1	6	2	3	1	0	3	0	150
South Bay	126	123	-	193	136	7	4	20	9	9	4	0	8	1	641
Outside of Bay Area	6	6	-	24	17	1	1	23	1	11	0	0	6	1	97
All Origins	550	538	-	606	426	23	12	97	26	46	18	2	44	8	2,395
Transit Person Trips															
Superdistrict 1	264	258	-	19	14	1	0	2	0	1	0	0	1	0	561
Superdistrict 2	26	25	-	76	54	3	2	5	4	3	1	0	4	1	203
Superdistrict 3	75	74	-	38	27	1	0	4	1	2	5	1	3	1	232
Superdistrict 4	26	25	-	47	33	2	1	2	2	1	1	0	2	0	144
East Bay	39	38	-	101	71	4	2	5	5	2	2	0	4	0	274
North Bay	7	7	-	19	13	1	0	2	1	1	0	0	0	0	52
South Bay	90	88	-	48	34	2	1	3	2	1	1	0	1	0	272
Outside of Bay Area	-	-	-	16	12	1	0	5	1	3	0	0	3	1	42
All Origins	528	516	-	365	257	14	7	29	16	14	11	1	20	4	1,780
Walk/Other Person Trips															
Superdistrict 1	136	133	-	28	20	1	0	7	0	3	0	0	4	1	334
Superdistrict 2	13	13	-	15	11	1	0	6	0	3	0	0	4	1	68
Superdistrict 3	39	38	-	21	15	1	0	10	0	5	6	1	4	1	142
Superdistrict 4	13	13	-	7	5	0	0	2	0	1	0	0	2	0	43
East Bay	13	13	-	9	7	0	0	6	0	3	0	0	2	0	54
North Bay	-	-	-	3	2	0	0	2	0	1	0	0	1	0	9
South Bay	25	25	-	7	5	0	0	2	0	1	0	0	1	0	65
Outside of Bay Area	-	-	-	10	7	0	1	29	0	14	0	0	5	1	68
All Origins	239	234	-	100	70	4	2	65	2	31	7	1	22	5	782
Total Person Trips															
Superdistrict 1	630	616	-	63	44	2	0	12	1	6	0	0	7	2	1,386
Superdistrict 2	62	60	-	171	120	7	3	22	7	11	3	0	17	3	486
Superdistrict 3	180	176	-	117	83	5	1	33	2	16	19	4	11	4	650
Superdistrict 4	62	60	-	122	86	5	3	11	6	5	2	0	9	1	372
East Bay	105	103	-	227	160	9	5	20	11	10	4	0	13	2	668
North Bay	31	30	-	72	51	3	2	10	3	5	1	0	4	1	211
South Bay	241	236	-	247	174	10	6	24	12	12	5	0	10	1	978
Outside of Bay Area	6	6	-	51	36	2	2	58	1	27	1	0	14	2	206
All Origins	1,317	1,287	-	1,071	753	41	21	191	44	91	36	5	85	16	4,957
Vehicle Trips															
Superdistrict 1	210	205	-	11	8	0	0	2	0	1	0	0	1	0	438
Superdistrict 2	21	20	-	59	41	2	1	7	3	3	1	0	4	1	163
Superdistrict 3	60	59	-	42	29	2	0	9	1	4	4	1	2	1	214
Superdistrict 4	21	20	-	43	30	2	1	4	2	2	1	0	2	0	129
East Bay	48	47	-	54	38	2	1	4	3	2	1	0	3	0	204
North Bay	21	21	-	32	22	1	1	3	2	2	1	0	2	0	107
South Bay	115	112	-	161	113	6	4	9	8	4	3	0	4	1	540
Outside of Bay Area	6	6	-	13	9	0	0	8	0	4	0	0	2	0	50
All Origins	500	489	-	415	292	16	8	48	19	23	11	1	20	3	1,845

Potrero Power Station Mixed-Use Development Project
Re-Phase Program - Maximum Residential

EXTERNAL ONLY TRIPS - TOTAL BOTH WAYS AFTER ADJUSTMENT	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Weekday PM Peak Hour															
Auto Person Trips															
Superdistrict 1	225	220	-	4	3	0	1	8	6	9	0	0	3	0	480
Superdistrict 2	27	27	-	76	49	3	4	29	21	46	1	0	19	1	303
Superdistrict 3	64	63	-	14	9	1	8	52	37	57	8	15	11	1	339
Superdistrict 4	27	27	-	65	42	2	3	21	15	33	1	0	11	0	247
East Bay	64	63	-	111	72	4	4	26	19	42	2	1	16	1	424
North Bay	29	28	-	48	31	2	2	16	11	25	1	0	6	0	200
South Bay	153	150	-	184	119	7	8	55	39	86	4	1	18	1	825
Outside of Bay Area	8	8	-	23	15	1	10	64	45	101	0	0	13	1	287
All Origins	598	585	-	526	340	20	40	270	192	398	18	17	96	5	3,106
Transit Person Trips															
Superdistrict 1	258	252	-	5	3	0	1	6	4	7	0	0	3	0	540
Superdistrict 2	31	31	-	73	47	3	2	15	11	24	2	0	10	0	249
Superdistrict 3	74	72	-	9	6	0	2	10	7	11	5	9	6	1	213
Superdistrict 4	31	31	-	45	29	2	1	7	5	11	1	0	5	0	167
East Bay	48	47	-	96	62	4	2	13	9	21	2	0	8	0	313
North Bay	9	8	-	18	12	1	1	5	3	7	0	0	1	0	65
South Bay	109	107	-	46	30	2	1	8	6	13	1	0	3	0	327
Outside of Bay Area	-	-	-	16	10	1	2	15	11	24	0	0	7	0	87
All Origins	561	548	-	308	199	12	12	80	57	118	11	10	43	3	1,961
Walk/Other Person Trips															
Superdistrict 1	133	130	-	7	4	0	3	19	13	21	0	0	9	1	340
Superdistrict 2	16	16	-	15	9	1	3	18	13	28	0	0	9	0	127
Superdistrict 3	38	37	-	5	3	0	4	29	20	32	6	11	8	1	195
Superdistrict 4	16	16	-	7	4	0	1	5	3	7	0	0	4	0	63
East Bay	16	16	-	9	6	0	3	17	12	27	0	0	4	0	109
North Bay	-	-	-	2	2	0	1	7	5	10	0	0	1	0	28
South Bay	31	30	-	6	4	0	1	5	4	8	0	0	2	0	90
Outside of Bay Area	-	-	-	10	6	0	12	82	58	129	0	0	11	1	310
All Origins	249	244	-	61	39	2	27	181	128	262	7	12	48	3	1,263
Total Person Trips															
Superdistrict 1	616	602	-	15	10	1	5	33	24	36	0	0	16	2	1,360
Superdistrict 2	75	73	-	163	105	6	9	62	44	98	3	1	37	2	679
Superdistrict 3	176	172	-	28	18	1	14	91	64	100	19	35	25	3	747
Superdistrict 4	75	73	-	117	75	4	5	32	23	51	2	1	19	1	478
East Bay	128	125	-	217	140	8	8	57	40	89	5	1	28	1	847
North Bay	37	36	-	69	44	3	4	27	19	43	1	0	8	0	294
South Bay	293	286	-	236	153	9	10	68	48	108	5	1	23	1	1,242
Outside of Bay Area	8	8	-	49	32	2	24	161	114	254	1	0	31	1	684
All Origins	1,408	1,376	-	894	577	34	79	531	376	779	36	39	188	11	6,330
Vehicle Trips															
Superdistrict 1	205	200	-	3	2	0	1	5	3	5	0	0	2	0	427
Superdistrict 2	25	24	-	56	36	2	3	19	13	30	1	0	10	0	221
Superdistrict 3	59	57	-	10	7	0	4	26	18	28	4	6	5	0	224
Superdistrict 4	25	24	-	41	27	2	2	12	9	19	1	0	5	0	167
East Bay	58	57	-	51	33	2	2	12	9	20	1	0	6	0	253
North Bay	26	25	-	31	20	1	1	9	6	14	1	0	3	0	138
South Bay	139	136	-	154	99	6	4	26	18	41	3	1	9	0	637
Outside of Bay Area	7	7	-	12	8	0	4	23	17	37	0	0	5	0	121
All Origins	544	532	-	358	231	14	20	133	94	195	11	8	44	2	2,187

Individual Land Use Trip Generation Calculations

Potrero Power Station Mixed-Use Development Project

Re-Phase Program - Maximum Residential

LAND USE: RESIDENTIAL Studio/1-Bedroom (WORK TRIPS)

Proposed Size: 1,514 units							
DAILY				AM PEAK HOUR		PM PEAK HOUR	
Person-trip Generation Rate [1]:	7.5 trips/unit	Person-trip Gen Rate:	14.2% [5]	1.1	17.3% [1]	1.3	
Total Person Trips:	11,355 person-trips	Total Person-trips:		1,616		1,964	
Work Trips [2]:	33%	3,747 person-trips	Work Person-trips:	50% [6]	808	50% [2]	982

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [4]	Average Vehicle Occupancy [4]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 53.4%	Auto	36.5%	1.10	731	666	158	144	192	174
	Transit	41.9%		838		181		220	
	Walk	9.3%		185		40		49	
	Other	12.3%		246		53		64	
	All Modes	100.0%		2,001	666	431	144	525	174
SF Superdistrict 2 3.8%	Auto	36.5%	1.10	52	48	11	10	14	12
	Transit	41.9%		60		13		16	
	Walk	9.3%		13		3		3	
	Other	12.3%		18		4		5	
	All Modes	100.0%		143	48	31	10	37	12
SF Superdistrict 3 15.3%	Auto	36.5%	1.10	209	190	45	41	55	50
	Transit	41.9%		240		52		63	
	Walk	9.3%		53		11		14	
	Other	12.3%		70		15		18	
	All Modes	100.0%		572	190	123	41	150	50
SF Superdistrict 4 3.8%	Auto	36.5%	1.10	52	48	11	10	14	12
	Transit	41.9%		60		13		16	
	Walk	9.3%		13		3		3	
	Other	12.3%		18		4		5	
	All Modes	100.0%		143	48	31	10	37	12
East Bay 6.5%	Auto	50.3%	1.10	123	112	26	24	32	29
	Transit	37.3%		91		20		24	
	Walk	0.0%		0		0		0	
	Other	12.4%		30		7		8	
	All Modes	100.0%		244	112	53	24	64	29
North Bay 1.9%	Auto	76.9%	1.10	55	50	12	11	14	13
	Transit	23.1%		16		4		4	
	Walk	0.0%		0		0		0	
	Other	0.0%		0		0		0	
	All Modes	100.0%		71	50	15	11	19	13
South Bay 14.9%	Auto	52.2%	1.10	292	266	63	57	77	70
	Transit	37.4%		209		45		55	
	Walk	0.0%		0		0		0	
	Other	10.4%		58		13		15	
	All Modes	100.0%		559	266	121	57	147	70
Out of Region 0.4%	Auto	100.0%	1.10	15	13	3	3	4	4
	Transit	0.0%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	0.0%		0		0		0	
	All Modes	100.0%		15	13	3	3	4	4
All Origins 100.0%	Auto	40.8%	1.10	1,529	1,391	330	300	401	365
	Transit	40.4%		1,514		326		397	
	Walk	7.1%		265		57		69	
	Other	11.7%		440		95		115	
	All Modes	100.0%		3,747	1,391	808	300	982	365

Notes:

[1] SF Guidelines, Appendix C - Table C-1 (Residential)

[2] SF Guidelines, Appendix C - Table C-2 (Residential)

[3] 1990 and 2000 U.S. census (Tracts 226 and 227)

[4] 2011-2015 American Community Survey 5-Year Estimate (Tract 226)

[5] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines

[6] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines

PPS Trip Generation Re-Phasing 13.xlsx

Potrero Power Station Mixed-Use Development Project

Re-Phase Program - Maximum Residential

LAND USE: RESIDENTIAL Studio/1-Bedroom (NON-WORK TRIPS)

Proposed Size: 1,514 units							
DAILY				AM PEAK HOUR		PM PEAK HOUR	
Person-trip Generation Rate [1]:	7.5 trips/unit	Person-trip Gen Rate:	14.2% [5]	1.1	17.3% [1]	1.3	
Total Person Trips:	11,355 person-trips	Total Person-trips:		1,616		1,964	
Non-Work Trips [2]:	67%	7,608 person-trips	Non-Work Person-trips:	50% [6]	808	50% [2]	982

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [4]	Average Vehicle Occupancy [4]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 53.4%	Auto	36.5%	1.10	1,485	1,351	158	144	192	174
	Transit	41.9%		1,702		181		220	
	Walk	9.3%		377		40		49	
	Other	12.3%		499		53		64	
	All Modes	100.0%		4,063	1,351	431	144	525	174
SF Superdistrict 2 3.8%	Auto	36.5%	1.10	106	97	11	10	14	12
	Transit	41.9%		122		13		16	
	Walk	9.3%		27		3		3	
	Other	12.3%		36		4		5	
	All Modes	100.0%		290	97	31	10	37	12
SF Superdistrict 3 15.3%	Auto	36.5%	1.10	424	386	45	41	55	50
	Transit	41.9%		486		52		63	
	Walk	9.3%		108		11		14	
	Other	12.3%		143		15		18	
	All Modes	100.0%		1,161	386	123	41	150	50
SF Superdistrict 4 3.8%	Auto	36.5%	1.10	106	97	11	10	14	12
	Transit	41.9%		122		13		16	
	Walk	9.3%		27		3		3	
	Other	12.3%		36		4		5	
	All Modes	100.0%		290	97	31	10	37	12
East Bay 6.5%	Auto	50.3%	1.10	249	226	26	24	32	29
	Transit	37.3%		185		20		24	
	Walk	0.0%		0		0		0	
	Other	12.4%		61		7		8	
	All Modes	100.0%		495	226	53	24	64	29
North Bay 1.9%	Auto	76.9%	1.10	111	101	12	11	14	13
	Transit	23.1%		33		4		4	
	Walk	0.0%		0		0		0	
	Other	0.0%		0		0		0	
	All Modes	100.0%		144	101	15	11	19	13
South Bay 14.9%	Auto	52.2%	1.10	593	539	63	57	77	70
	Transit	37.4%		424		45		55	
	Walk	0.0%		0		0		0	
	Other	10.4%		118		13		15	
	All Modes	100.0%		1,135	539	121	57	147	70
Out of Region 0.4%	Auto	100.0%	1.10	30	27	3	3	4	4
	Transit	0.0%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	0.0%		0		0		0	
	All Modes	100.0%		30	27	3	3	4	4
All Origins 100.0%	Auto	40.8%	1.10	3,104	2,824	330	300	401	365
	Transit	40.4%		3,074		326		397	
	Walk	7.1%		538		57		69	
	Other	11.7%		893		95		115	
	All Modes	100.0%		7,608	2,824	808	300	982	365

Notes:

[1] SF Guidelines, Appendix C - Table C-1 (Residential)

[2] SF Guidelines, Appendix C - Table C-2 (Residential)

[3] 1990 and 2000 U.S. census (Tracts 226 and 227)

[4] 2011-2015 American Community Survey 5-Year Estimate (Tract 226)

[5] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines

[6] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines

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Potrero Power Station Mixed-Use Development Project

Re-Phase Program - Maximum Residential

LAND USE: RESIDENTIAL 2 or more bedrooms (WORK TRIPS)

Proposed Size: 1,110 units							
DAILY				AM PEAK HOUR		PM PEAK HOUR	
Person-trip Generation Rate [1]:		10.0 trips/unit	Person-trip Gen Rate:	14.2% [5]	1.4	17.3% [1]	1.7
Total Person Trips:		11,100 person-trips	Total Person-trips:		1,580	1,920	
Work Trips [2]:		33% 3,663 person-trips	Work Person-trips:		50% [6] 790	50% [2] 960	

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [4]	Average Vehicle Occupancy [4]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 53.4%	Auto	36.5%	1.10	715	651	154	140	187	171
	Transit	41.9%		820		177		215	
	Walk	9.3%		181		39		48	
	Other	12.3%		240		52		63	
	All Modes	100.0%		1,956	651	422	140	513	171
SF Superdistrict 2 3.8%	Auto	36.5%	1.10	51	46	11	10	13	12
	Transit	41.9%		59		13		15	
	Walk	9.3%		13		3		3	
	Other	12.3%		17		4		4	
	All Modes	100.0%		140	46	30	10	37	12
SF Superdistrict 3 15.3%	Auto	36.5%	1.10	204	186	44	40	54	49
	Transit	41.9%		234		50		61	
	Walk	9.3%		52		11		14	
	Other	12.3%		69		15		18	
	All Modes	100.0%		559	186	120	40	146	49
SF Superdistrict 4 3.8%	Auto	36.5%	1.10	51	46	11	10	13	12
	Transit	41.9%		59		13		15	
	Walk	9.3%		13		3		3	
	Other	12.3%		17		4		4	
	All Modes	100.0%		140	46	30	10	37	12
East Bay 6.5%	Auto	50.3%	1.10	120	109	26	24	31	29
	Transit	37.3%		89		19		23	
	Walk	0.0%		0		0		0	
	Other	12.4%		30		6		8	
	All Modes	100.0%		238	109	51	24	62	29
North Bay 1.9%	Auto	76.9%	1.10	53	49	12	10	14	13
	Transit	23.1%		16		3		4	
	Walk	0.0%		0		0		0	
	Other	0.0%		0		0		0	
	All Modes	100.0%		69	49	15	10	18	13
South Bay 14.9%	Auto	52.2%	1.10	285	260	62	56	75	68
	Transit	37.4%		204		44		54	
	Walk	0.0%		0		0		0	
	Other	10.4%		57		12		15	
	All Modes	100.0%		546	260	118	56	143	68
Out of Region 0.4%	Auto	100.0%	1.10	14	13	3	3	4	3
	Transit	0.0%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	0.0%		0		0		0	
	All Modes	100.0%		14	13	3	3	4	3
All Origins 100.0%	Auto	40.8%	1.10	1,494	1,360	322	293	392	356
	Transit	40.4%		1,480		319		388	
	Walk	7.1%		259		56		68	
	Other	11.7%		430		93		113	
	All Modes	100.0%		3,663	1,360	790	293	960	356

Notes:

[1] SF Guidelines, Appendix C - Table C-1 (Residential)

[2] SF Guidelines, Appendix C - Table C-2 (Residential)

[3] 1990 and 2000 U.S. census (Tracts 226 and 227)

[4] 2011-2015 American Community Survey 5-Year Estimate (Tract 226)

[5] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines

[6] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines

Potrero Power Station Mixed-Use Development Project

Re-Phase Program - Maximum Residential

LAND USE: RESIDENTIAL 2 or more bedrooms (NON-WORK TRIPS)

Proposed Size: 1,110 units							
DAILY				AM PEAK HOUR		PM PEAK HOUR	
Person-trip Generation Rate [1]:		10.0 trips/unit	Person-trip Gen Rate:	14.2% [5]	1.4	17.3% [1]	1.7
Total Person Trips:		11,100 person-trips	Total Person-trips:		1,580	1,920	
Non-Work Trips [2]:		67% 7,437 person-trips	Non-Work Person-trips:		50% [6] 790	50% [2] 960	

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [4]	Average Vehicle Occupancy [4]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 53.4%	Auto	36.5%	1.10	1,451	1,321	154	140	187	171
	Transit	41.9%		1,664		177		215	
	Walk	9.3%		368		39		48	
	Other	12.3%		488		52		63	
	All Modes	100.0%		3,971	1,321	422	140	513	171
SF Superdistrict 2 3.8%	Auto	36.5%	1.10	104	94	11	10	13	12
	Transit	41.9%		119		13		15	
	Walk	9.3%		26		3		3	
	Other	12.3%		35		4		4	
	All Modes	100.0%		284	94	30	10	37	12
SF Superdistrict 3 15.3%	Auto	36.5%	1.10	415	377	44	40	54	49
	Transit	41.9%		475		50		61	
	Walk	9.3%		105		11		14	
	Other	12.3%		139		15		18	
	All Modes	100.0%		1,135	377	120	40	146	49
SF Superdistrict 4 3.8%	Auto	36.5%	1.10	104	94	11	10	13	12
	Transit	41.9%		119		13		15	
	Walk	9.3%		26		3		3	
	Other	12.3%		35		4		4	
	All Modes	100.0%		284	94	30	10	37	12
East Bay 6.5%	Auto	50.3%	1.10	243	221	26	24	31	29
	Transit	37.3%		181		19		23	
	Walk	0.0%		0		0		0	
	Other	12.4%		60		6		8	
	All Modes	100.0%		484	221	51	24	62	29
North Bay 1.9%	Auto	76.9%	1.10	108	99	12	10	14	13
	Transit	23.1%		33		3		4	
	Walk	0.0%		0		0		0	
	Other	0.0%		0		0		0	
	All Modes	100.0%		141	99	15	10	18	13
South Bay 14.9%	Auto	52.2%	1.10	579	527	62	56	75	68
	Transit	37.4%		415		44		54	
	Walk	0.0%		0		0		0	
	Other	10.4%		116		12		15	
	All Modes	100.0%		1,109	527	118	56	143	68
Out of Region 0.4%	Auto	100.0%	1.10	29	27	3	3	4	3
	Transit	0.0%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	0.0%		0		0		0	
	All Modes	100.0%		29	27	3	3	4	3
All Origins 100.0%	Auto	40.8%	1.10	3,034	2,761	322	293	392	356
	Transit	40.4%		3,005		319		388	
	Walk	7.1%		526		56		68	
	Other	11.7%		873		93		113	
	All Modes	100.0%		7,437	2,761	790	293	960	356

Notes:

[1] SF Guidelines, Appendix C - Table C-1 (Residential)

[2] SF Guidelines, Appendix C - Table C-2 (Residential)

[3] 1990 and 2000 U.S. census (Tracts 226 and 227)

[4] 2011-2015 American Community Survey 5-Year Estimate (Tract 226)

[5] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines

[6] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines

Potrero Power Station Mixed-Use Development Project
Re-Phase Program - Maximum Residential
LAND USE: HOTEL (WORK TRIPS)

Proposed Size:		- rooms					
DAILY				AM PEAK HOUR		PM PEAK HOUR	
Person-trip Generation Rate [1]:	7.0 trips/room	Person-trip Gen Rate:	8.8% [4]	0.6	10.0% [1]	0.7	
Total Person Trips:	0 person-trips	Total Person-trips:		0		0	
Work Trips [2]:	12%	Work Person-trips:	40% [5]	0	60% [2]	0	

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 10.6%	Auto	26.8%	1.29	0	0	0	0	0	0
	Transit	34.7%		0		0		0	
	Walk	35.8%		0		0		0	
	Other	2.7%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
SF Superdistrict 2 12.5%	Auto	45.6%	1.25	0	0	0	0	0	0
	Transit	49.1%		0		0		0	
	Walk	3.7%		0		0		0	
	Other	1.6%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
SF Superdistrict 3 20.5%	Auto	51.3%	1.26	0	0	0	0	0	0
	Transit	34.6%		0		0		0	
	Walk	10.4%		0		0		0	
	Other	3.6%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
SF Superdistrict 4 9.6%	Auto	55.8%	1.50	0	0	0	0	0	0
	Transit	40.9%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	3.4%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
East Bay 18.4%	Auto	50.9%	2.13	0	0	0	0	0	0
	Transit	46.4%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	2.8%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
North Bay 5.9%	Auto	69.1%	1.53	0	0	0	0	0	0
	Transit	28.6%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
South Bay 20.6%	Auto	77.9%	1.15	0	0	0	0	0	0
	Transit	19.9%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
Out of Region 2.2%	Auto	55.9%	1.54	0	0	0	0	0	0
	Transit	41.5%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	2.6%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
All Origins 100.0%	Auto	55.0%	1.36	0	0	0	0	0	0
	Transit	36.0%		0		0		0	
	Walk	6.4%		0		0		0	
	Other	2.7%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0

Notes:

- [1] SF Guidelines, Appendix C - Table C-1 (Hotel/Motel)
- [2] SF Guidelines, Appendix C - Table C-2 (Hotel/Motel)
- [3] SF Guidelines Appendix E - Average from Tables E-3 Work Trips to SD1 (All) and E-5 Work Trips to SD3 (All)
- [4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines
- [5] The AM Peak Hour % of work/non-work trips are assumed to be the opposite of the PM Peak Hour % shown in Table C-2 of the SF Guidelines

Potrero Power Station Mixed-Use Development Project
Re-Phase Program - Maximum Residential
LAND USE: HOTEL (NON-WORK TRIPS)

Proposed Size:		- rooms					
DAILY				AM PEAK HOUR		PM PEAK HOUR	
Person-trip Generation Rate [1]:	7.0 trips/room	Person-trip Gen Rate:	8.8% [4]	0.6	10.0% [1]	0.7	
Total Person Trips:	0 person-trips	Total Person-trips:		0		0	
Non-Work Trips [2]:	88%	Non-Work Person-trips:	60% [5]	0	40% [2]	0	

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 17.5%	Auto	21.5%	2.12	0	0	0	0	0	0
	Transit	17.9%		0		0		0	
	Walk	53.4%		0		0		0	
	Other	7.2%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
SF Superdistrict 2 14.0%	Auto	50.3%	2.00	0	0	0	0	0	0
	Transit	24.8%		0		0		0	
	Walk	14.6%		0		0		0	
	Other	10.5%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
SF Superdistrict 3 28.5%	Auto	42.6%	2.42	0	0	0	0	0	0
	Transit	25.0%		0		0		0	
	Walk	23.6%		0		0		0	
	Other	8.9%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
SF Superdistrict 4 7.0%	Auto	55.0%	2.25	0	0	0	0	0	0
	Transit	24.5%		0		0		0	
	Walk	12.4%		0		0		0	
	Other	8.2%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
East Bay 10.0%	Auto	56.9%	2.51	0	0	0	0	0	0
	Transit	27.1%		0		0		0	
	Walk	14.8%		0		0		0	
	Other	1.3%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
North Bay 3.0%	Auto	75.9%	1.95	0	0	0	0	0	0
	Transit	8.0%		0		0		0	
	Walk	13.2%		0		0		0	
	Other	2.9%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
South Bay 8.0%	Auto	79.2%	2.34	0	0	0	0	0	0
	Transit	12.8%		0		0		0	
	Walk	6.9%		0		0		0	
	Other	1.1%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
Out of Region 12.0%	Auto	40.6%	2.64	0	0	0	0	0	0
	Transit	23.7%		0		0		0	
	Walk	24.2%		0		0		0	
	Other	11.4%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
All Origins 100.0%	Auto	46.0%	2.30	0	0	0	0	0	0
	Transit	22.3%		0		0		0	
	Walk	24.3%		0		0		0	
	Other	7.5%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0

Notes:

- [1] SF Guidelines, Appendix C - Table C-1 (Hotel/Motel)
- [2] SF Guidelines, Appendix C - Table C-2 (Hotel/Motel)
- [3] SF Guidelines Appendix E - Average from Tables E-11 Visitor Trips to SD1 (All Other) and E-15 Visitor Trips to SD3 (All Other)
- [4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines
- [5] The AM Peak Hour % of work/non-work trips are assumed to be the opposite of the PM Peak Hour % shown in Table C-2 of the SF Guidelines

Potrero Power Station Mixed-Use Development Project

Re-Phase Program - Maximum Residential

LAND USE: GENERAL OFFICE (WORK TRIPS)

Proposed Size:		831,606 sq.ft.	
DAILY			
Person-trip Generation Rate [1]:	18.1 trips/1000 sq.ft.	Person-trip Gen Rate:	8.9% [4] 1.6 8.5% [1] 1.5
Total Person Trips:	15,052 person-trips	Total Person-trips:	1,340 1,279
Work Trips [2]:	36% 5,419 person-trips	Work Person-trips:	83% [5] 1,112 83% [2] 1,062

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 10.6%	Auto	26.8%	1.29	153	119	31	24	30	23
	Transit	34.7%		198		41		39	
	Walk	35.8%		205		42		40	
	Other	2.7%		15		3		3	
	All Modes	100.0%		572	119	117	24	112	23
SF Superdistrict 2 12.5%	Auto	45.6%	1.25	309	247	63	51	61	48
	Transit	49.1%		333		68		65	
	Walk	3.7%		25		5		5	
	Other	1.6%		11		2		2	
	All Modes	100.0%		677	247	139	51	133	48
SF Superdistrict 3 20.5%	Auto	51.3%	1.26	569	450	117	92	111	88
	Transit	34.6%		384		79		75	
	Walk	10.4%		115		24		23	
	Other	3.6%		40		8		8	
	All Modes	100.0%		1,108	450	227	92	217	88
SF Superdistrict 4 9.6%	Auto	55.8%	1.50	289	192	59	39	57	38
	Transit	40.9%		211		43		41	
	Walk	0.0%		0		0		0	
	Other	3.4%		18		4		3	
	All Modes	100.0%		517	192	106	39	101	38
East Bay 18.4%	Auto	50.9%	2.13	506	237	104	49	99	47
	Transit	46.4%		461		95		90	
	Walk	0.0%		0		0		0	
	Other	2.8%		28		6		5	
	All Modes	100.0%		994	237	204	49	195	47
North Bay 5.9%	Auto	69.1%	1.53	219	143	45	29	43	28
	Transit	28.6%		91		19		18	
	Walk	0.0%		0		0		0	
	Other	2.2%		7		1		1	
	All Modes	100.0%		317	143	65	29	62	28
South Bay 20.6%	Auto	77.9%	1.15	870	753	178	155	170	148
	Transit	19.9%		222		46		43	
	Walk	0.0%		0		0		0	
	Other	2.2%		25		5		5	
	All Modes	100.0%		1,116	753	229	155	219	148
Out of Region 2.2%	Auto	55.9%	1.54	65	42	13	9	13	8
	Transit	41.5%		48		10		9	
	Walk	0.0%		0		0		0	
	Other	2.6%		3		1		1	
	All Modes	100.0%		117	42	24	9	23	8
All Origins 100.0%	Auto	55.0%	1.36	2,979	2,185	611	448	584	428
	Transit	36.0%		1,948		400		382	
	Walk	6.4%		345		71		68	
	Other	2.7%		147		30		29	
	All Modes	100.0%		5,419	2,185	1,112	448	1,062	428

Notes:

[1] SF Guidelines, Appendix C - Table C-1 (General Office)

[2] SF Guidelines, Appendix C - Table C-2 (General Office)

[3] SF Guidelines Appendix E - Average from Tables E-3 Work Trips to SD1 (All) and E-5 Work Trips to SD3 (All)

[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines

[5] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines

Potrero Power Station Mixed-Use Development Project

Re-Phase Program - Maximum Residential

LAND USE: GENERAL OFFICE (NON-WORK TRIPS)

Proposed Size:		831,606 sq.ft.	
DAILY			
Person-trip Generation Rate [1]:	18.1 trips/1000 sq.ft.	Person-trip Gen Rate:	8.9% [4] 1.6 8.5% [1] 1.5
Total Person Trips:	15,052 person-trips	Total Person-trips:	1,340 1,279
Non-Work Trips [2]:	64% 9,633 person-trips	Non-Work Person-trips:	17% [5] 228 17% [2] 218

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 17.5%	Auto	21.5%	2.12	362	171	9	4	8	4
	Transit	17.9%		301		7		7	
	Walk	53.4%		900		21		20	
	Other	7.2%		122		3		3	
	All Modes	100.0%		1,686	171	40	4	38	4
SF Superdistrict 2 14.0%	Auto	50.3%	2.00	678	339	16	8	15	8
	Transit	24.8%		334		8		8	
	Walk	14.6%		196		5		4	
	Other	10.5%		141		3		3	
	All Modes	100.0%		1,349	339	32	8	30	8
SF Superdistrict 3 28.5%	Auto	42.6%	2.42	1,169	483	28	11	26	11
	Transit	25.0%		686		16		15	
	Walk	23.6%		647		15		15	
	Other	8.9%		243		6		5	
	All Modes	100.0%		2,745	483	65	11	62	11
SF Superdistrict 4 7.0%	Auto	55.0%	2.25	371	165	9	4	8	4
	Transit	24.5%		165		4		4	
	Walk	12.4%		83		2		2	
	Other	8.2%		55		1		1	
	All Modes	100.0%		674	165	16	4	15	4
East Bay 10.0%	Auto	56.9%	2.51	548	218	13	5	12	5
	Transit	27.1%		261		6		6	
	Walk	14.8%		142		3		3	
	Other	1.3%		12		0		0	
	All Modes	100.0%		963	218	23	5	22	5
North Bay 3.0%	Auto	75.9%	1.95	219	112	5	3	5	3
	Transit	8.0%		23		1		1	
	Walk	13.2%		38		1		1	
	Other	2.9%		8		0		0	
	All Modes	100.0%		289	112	7	3	7	3
South Bay 8.0%	Auto	79.2%	2.34	611	261	14	6	14	6
	Transit	12.8%		99		2		2	
	Walk	6.9%		53		1		1	
	Other	1.1%		8		0		0	
	All Modes	100.0%		771	261	18	6	17	6
Out of Region 12.0%	Auto	40.6%	2.64	469	178	11	4	11	4
	Transit	23.7%		274		6		6	
	Walk	24.2%		280		7		6	
	Other	11.4%		132		3		3	
	All Modes	100.0%		1,156	178	27	4	26	4
All Origins 100.0%	Auto	46.0%	2.30	4,427	1,927	105	46	100	43
	Transit	22.3%		2,144		51		48	
	Walk	24.3%		2,341		55		53	
	Other	7.5%		722		17		16	
	All Modes	100.0%		9,633	1,927	228	46	218	43

Notes:

[1] SF Guidelines, Appendix C - Table C-1 (General Office)

[2] SF Guidelines, Appendix C - Table C-2 (General Office)

[3] SF Guidelines Appendix E - Average from Tables E-11 Visitor Trips to SD1 (All Other) and E-15 Visitor Trips to SD3 (All Other)

[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines

[5] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines

Potrero Power Station Mixed-Use Development Project

Re-Phase Program - Maximum Residential

LAND USE: RESEARCH & DEVELOPMENT (WORK TRIPS)

Proposed Size:		645,738 sq.ft.	
DAILY			
Person-trip Generation Rate [1]:	8.0 trips/1000 sq.ft.	Person-trip Gen Rate:	AM PEAK HOUR 18.2% [4] 1.5 16.0% [1] 1.3
Total Person Trips:	5,166 person-trips	Total Person-trips:	942 827
Work Trips [2]:	36% 1,860 person-trips	Work Person-trips:	83% [5] 782 83% [2] 686

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 10.6%	Auto	26.8%	1.29	53	41	22	17	19	15
	Transit	34.7%		68		29		25	
	Walk	35.8%		70		30		26	
	Other	2.7%		5		2		2	
	All Modes	100.0%		196	41	83	17	72	15
SF Superdistrict 2 12.5%	Auto	45.6%	1.25	106	85	45	36	39	31
	Transit	49.1%		114		48		42	
	Walk	3.7%		9		4		3	
	Other	1.6%		4		2		1	
	All Modes	100.0%		232	85	98	36	86	31
SF Superdistrict 3 20.5%	Auto	51.3%	1.26	195	155	82	65	72	57
	Transit	34.6%		132		55		49	
	Walk	10.4%		40		17		15	
	Other	3.6%		14		6		5	
	All Modes	100.0%		380	155	160	65	140	57
SF Superdistrict 4 9.6%	Auto	55.8%	1.50	99	66	42	28	37	24
	Transit	40.9%		73		31		27	
	Walk	0.0%		0		0		0	
	Other	3.4%		6		3		2	
	All Modes	100.0%		178	66	75	28	66	24
East Bay 18.4%	Auto	50.9%	2.13	174	81	73	34	64	30
	Transit	46.4%		158		67		58	
	Walk	0.0%		0		0		0	
	Other	2.8%		9		4		4	
	All Modes	100.0%		341	81	144	34	126	30
North Bay 5.9%	Auto	69.1%	1.53	75	49	32	21	28	18
	Transit	28.6%		31		13		11	
	Walk	0.0%		0		0		0	
	Other	2.2%		2		1		1	
	All Modes	100.0%		109	49	46	21	40	18
South Bay 20.6%	Auto	77.9%	1.15	298	259	126	109	110	95
	Transit	19.9%		76		32		28	
	Walk	0.0%		0		0		0	
	Other	2.2%		8		4		3	
	All Modes	100.0%		383	259	161	109	141	95
Out of Region 2.2%	Auto	55.9%	1.54	22	15	9	6	8	5
	Transit	41.5%		17		7		6	
	Walk	0.0%		0		0		0	
	Other	2.6%		1		0		0	
	All Modes	100.0%		40	15	17	6	15	5
All Origins 100.0%	Auto	55.0%	1.36	1,022	750	430	315	377	277
	Transit	36.0%		669		281		247	
	Walk	6.4%		118		50		44	
	Other	2.7%		50		21		19	
	All Modes	100.0%		1,860	750	782	315	686	277

Notes:

[1] Mission Bay Final SEIR, 1998 - Volume IV, Appendix D - Table D-3 (Research & Development)

[2] SF Guidelines, Appendix C - Table C-2 (General Office)

[3] SF Guidelines Appendix E - Average from Tables E-3 Work Trips to SD1 (All) and E-5 Work Trips to SD3 (All)

[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with Mission Bay FSEIR

[5] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines

Potrero Power Station Mixed-Use Development Project

Re-Phase Program - Maximum Residential

LAND USE: RESEARCH & DEVELOPMENT (NON-WORK TRIPS)

Proposed Size:		645,738 sq.ft.	
DAILY			
Person-trip Generation Rate [1]:	8.0 trips/1000 sq.ft.	Person-trip Gen Rate:	AM PEAK HOUR 18.2% [4] 1.5 16.0% [1] 1.3
Total Person Trips:	5,166 person-trips	Total Person-trips:	942 827
Non-Work Trips [2]:	64% 3,306 person-trips	Non-Work Person-trips:	17% [5] 160 17% [2] 141

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 17.5%	Auto	21.5%	2.12	124	59	6	3	5	2
	Transit	17.9%		103		5		4	
	Walk	53.4%		309		15		13	
	Other	7.2%		42		2		2	
	All Modes	100.0%		579	59	28	3	25	2
SF Superdistrict 2 14.0%	Auto	50.3%	2.00	233	116	11	6	10	5
	Transit	24.8%		115		6		5	
	Walk	14.6%		67		3		3	
	Other	10.5%		48		2		2	
	All Modes	100.0%		463	116	22	6	20	5
SF Superdistrict 3 28.5%	Auto	42.6%	2.42	401	166	19	8	17	7
	Transit	25.0%		235		11		10	
	Walk	23.6%		222		11		9	
	Other	8.9%		83		4		4	
	All Modes	100.0%		942	166	46	8	40	7
SF Superdistrict 4 7.0%	Auto	55.0%	2.25	127	57	6	3	5	2
	Transit	24.5%		57		3		2	
	Walk	12.4%		29		1		1	
	Other	8.2%		19		1		1	
	All Modes	100.0%		231	57	11	3	10	2
East Bay 10.0%	Auto	56.9%	2.51	188	75	9	4	8	3
	Transit	27.1%		90		4		4	
	Walk	14.8%		49		2		2	
	Other	1.3%		4		0		0	
	All Modes	100.0%		331	75	16	4	14	3
North Bay 3.0%	Auto	75.9%	1.95	75	39	4	2	3	2
	Transit	8.0%		8		0		0	
	Walk	13.2%		13		1		1	
	Other	2.9%		3		0		0	
	All Modes	100.0%		99	39	5	2	4	2
South Bay 8.0%	Auto	79.2%	2.34	210	90	10	4	9	4
	Transit	12.8%		34		2		1	
	Walk	6.9%		18		1		1	
	Other	1.1%		3		0		0	
	All Modes	100.0%		264	90	13	4	11	4
Out of Region 12.0%	Auto	40.6%	2.64	161	61	8	3	7	3
	Transit	23.7%		94		5		4	
	Walk	24.2%		96		5		4	
	Other	11.4%		45		2		2	
	All Modes	100.0%		397	61	19	3	17	3
All Origins 100.0%	Auto	46.0%	2.30	1,519	661	74	32	65	28
	Transit	22.3%		736		36		31	
	Walk	24.3%		804		39		34	
	Other	7.5%		248		12		11	
	All Modes	100.0%		3,306	661	160	32	141	28

Notes:

[1] Mission Bay Final SEIR, 1998 - Volume IV, Appendix D - Table D-3 (Research & Development)

[2] SF Guidelines, Appendix C - Table C-2 (General Office)

[3] SF Guidelines Appendix E - Average from Tables E-11 Visitor Trips to SD1 (All Other) and E-15 Visitor Trips to SD3 (All Other)

[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with Mission Bay FSEIR

[5] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines

Potrero Power Station Mixed-Use Development Project

Re-Phase Program - Maximum Residential

LAND USE: PRODUCTION, DISTRIBUTION & REPAIR (WORK TRIPS)

Proposed Size:		32,000 sq.ft.					
DAILY				AM PEAK HOUR		PM PEAK HOUR	
Person-trip Generation Rate [1]:	18.1 trips/1000 sq.ft.	Person-trip Gen Rate:	8.9% [4]	1.6	8.5% [1]	1.5	
Total Person Trips:	579 person-trips	Total Person-trips:		52		49	
Work Trips [2]:	36%	209 person-trips	Work Person-trips:	83% [5]	43	83% [2]	41

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 10.6%	Auto	26.8%	1.29	6	5	1	1	1	1
	Transit	34.7%		8		2		1	
	Walk	35.8%		8		2		2	
	Other	2.7%		1		0		0	
	All Modes	100.0%		22	5	5	1	4	1
SF Superdistrict 2 12.5%	Auto	45.6%	1.25	12	10	2	2	2	2
	Transit	49.1%		13		3		3	
	Walk	3.7%		1		0		0	
	Other	1.6%		0		0		0	
	All Modes	100.0%		26	10	5	2	5	2
SF Superdistrict 3 20.5%	Auto	51.3%	1.26	22	17	4	4	4	3
	Transit	34.6%		15		3		3	
	Walk	10.4%		4		1		1	
	Other	3.6%		2		0		0	
	All Modes	100.0%		43	17	9	4	8	3
SF Superdistrict 4 9.6%	Auto	55.8%	1.50	11	7	2	2	2	1
	Transit	40.9%		8		2		2	
	Walk	0.0%		0		0		0	
	Other	3.4%		1		0		0	
	All Modes	100.0%		20	7	4	2	4	1
East Bay 18.4%	Auto	50.9%	2.13	19	9	4	2	4	2
	Transit	46.4%		18		4		3	
	Walk	0.0%		0		0		0	
	Other	2.8%		1		0		0	
	All Modes	100.0%		38	9	8	2	7	2
North Bay 5.9%	Auto	69.1%	1.53	8	5	2	1	2	1
	Transit	28.6%		3		1		1	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		12	5	3	1	2	1
South Bay 20.6%	Auto	77.9%	1.15	33	29	7	6	7	6
	Transit	19.9%		9		2		2	
	Walk	0.0%		0		0		0	
	Other	2.2%		1		0		0	
	All Modes	100.0%		43	29	9	6	8	6
Out of Region 2.2%	Auto	55.9%	1.54	3	2	1	0	0	0
	Transit	41.5%		2		0		0	
	Walk	0.0%		0		0		0	
	Other	2.6%		0		0		0	
	All Modes	100.0%		4	2	1	0	1	0
All Origins 100.0%	Auto	55.0%	1.36	115	84	24	17	22	16
	Transit	36.0%		75		15		15	
	Walk	6.4%		13		3		3	
	Other	2.7%		6		1		1	
	All Modes	100.0%		209	84	43	17	41	16

Notes:

[1] Assumes same rate as General Office use from Table C-1 in SF Guidelines

[2] SF Guidelines, Appendix C - Table C-2 (General Office)

[3] SF Guidelines Appendix E - Average from Tables E-3 Work Trips to SD1 (All) and E-5 Work Trips to SD3 (All)

[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines

[5] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines

Potrero Power Station Mixed-Use Development Project

Re-Phase Program - Maximum Residential

LAND USE: PRODUCTION, DISTRIBUTION & REPAIR (NON-WORK TRIPS)

Proposed Size:		32,000 sq.ft.					
DAILY				AM PEAK HOUR		PM PEAK HOUR	
Person-trip Generation Rate [1]:	18.1 trips/1000 sq.ft.	Person-trip Gen Rate:	8.9% [4]	1.6	8.5% [1]	1.5	
Total Person Trips:	579 person-trips	Total Person-trips:		52		49	
Non-Work Trips [2]:	64%	371 person-trips	Non-Work Person-trips:	17% [5]	9	17% [2]	8

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 17.5%	Auto	21.5%	2.12	14	7	0	0	0	0
	Transit	17.9%		12		0		0	
	Walk	53.4%		35		1		1	
	Other	7.2%		5		0		0	
	All Modes	100.0%		65	7	2	0	1	0
SF Superdistrict 2 14.0%	Auto	50.3%	2.00	26	13	1	0	1	0
	Transit	24.8%		13		0		0	
	Walk	14.6%		8		0		0	
	Other	10.5%		5		0		0	
	All Modes	100.0%		52	13	1	0	1	0
SF Superdistrict 3 28.5%	Auto	42.6%	2.42	45	19	1	0	1	0
	Transit	25.0%		26		1		1	
	Walk	23.6%		25		1		1	
	Other	8.9%		9		0		0	
	All Modes	100.0%		106	19	2	0	2	0
SF Superdistrict 4 7.0%	Auto	55.0%	2.25	14	6	0	0	0	0
	Transit	24.5%		6		0		0	
	Walk	12.4%		3		0		0	
	Other	8.2%		2		0		0	
	All Modes	100.0%		26	6	1	0	1	0
East Bay 10.0%	Auto	56.9%	2.51	21	8	0	0	0	0
	Transit	27.1%		10		0		0	
	Walk	14.8%		5		0		0	
	Other	1.3%		0		0		0	
	All Modes	100.0%		37	8	1	0	1	0
North Bay 3.0%	Auto	75.9%	1.95	8	4	0	0	0	0
	Transit	8.0%		1		0		0	
	Walk	13.2%		1		0		0	
	Other	2.9%		0		0		0	
	All Modes	100.0%		11	4	0	0	0	0
South Bay 8.0%	Auto	79.2%	2.34	23	10	1	0	1	0
	Transit	12.8%		4		0		0	
	Walk	6.9%		2		0		0	
	Other	1.1%		0		0		0	
	All Modes	100.0%		30	10	1	0	1	0
Out of Region 12.0%	Auto	40.6%	2.64	18	7	0	0	0	0
	Transit	23.7%		11		0		0	
	Walk	24.2%		11		0		0	
	Other	11.4%		5		0		0	
	All Modes	100.0%		44	7	1	0	1	0
All Origins 100.0%	Auto	46.0%	2.30	170	74	4	2	4	2
	Transit	22.3%		82		2		2	
	Walk	24.3%		90		2		2	
	Other	7.5%		28		1		1	
	All Modes	100.0%		371	74	9	2	8	2

Notes:

[1] Assumes same rate as General Office use from Table C-1 in SF Guidelines

[2] SF Guidelines, Appendix C - Table C-2 (General Office)

[3] SF Guidelines Appendix E - Average from Tables E-11 Visitor Trips to SD1 (All Other) and E-15 Visitor Trips to SD3 (All Other)

[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines

[5] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines

Potrero Power Station Mixed-Use Development Project

Re-Phase Program - Maximum Residential

LAND USE: GENERAL RETAIL (WORK TRIPS)

Proposed Size:		8,400 sq.ft.					
DAILY				AM PEAK HOUR		PM PEAK HOUR	
Person-trip Generation Rate [1]:	150.0 trips/1000 sq.ft.	Person-trip Gen Rate:	2.3% [4]	3.5	9.0% [1]	13.5	
Total Person Trips:	1,260 person-trips	Total Person-trips:		29		113	
Work Trips [2]:	4%	50 person-trips	Work Person-trips:	85% [5]	25	4% [2]	5

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 10.6%	Auto	26.8%	1.29	1	1	1	1	0	0
	Transit	34.7%		2		1		0	
	Walk	35.8%		2		1		0	
	Other	2.7%		0		0		0	
	All Modes	100.0%		5	1	3	1	0	0
SF Superdistrict 2 12.5%	Auto	45.6%	1.25	3	2	1	1	0	0
	Transit	49.1%		3		2		0	
	Walk	3.7%		0		0		0	
	Other	1.6%		0		0		0	
	All Modes	100.0%		6	2	3	1	1	0
SF Superdistrict 3 20.5%	Auto	51.3%	1.26	5	4	3	2	0	0
	Transit	34.6%		4		2		0	
	Walk	10.4%		1		1		0	
	Other	3.6%		0		0		0	
	All Modes	100.0%		10	4	5	2	1	0
SF Superdistrict 4 9.6%	Auto	55.8%	1.50	3	2	1	1	0	0
	Transit	40.9%		2		1		0	
	Walk	0.0%		0		0		0	
	Other	3.4%		0		0		0	
	All Modes	100.0%		5	2	2	1	0	0
East Bay 18.4%	Auto	50.9%	2.13	5	2	2	1	0	0
	Transit	46.4%		4		2		0	
	Walk	0.0%		0		0		0	
	Other	2.8%		0		0		0	
	All Modes	100.0%		9	2	5	1	1	0
North Bay 5.9%	Auto	69.1%	1.53	2	1	1	1	0	0
	Transit	28.6%		1		0		0	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		3	1	1	1	0	0
South Bay 20.6%	Auto	77.9%	1.15	8	7	4	3	1	1
	Transit	19.9%		2		1		0	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		10	7	5	3	1	1
Out of Region 2.2%	Auto	55.9%	1.54	1	0	0	0	0	0
	Transit	41.5%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	2.6%		0		0		0	
	All Modes	100.0%		1	0	1	0	0	0
All Origins 100.0%	Auto	55.0%	1.36	28	20	14	10	2	2
	Transit	36.0%		18		9		2	
	Walk	6.4%		3		2		0	
	Other	2.7%		1		1		0	
	All Modes	100.0%		50	20	25	10	5	2

Notes:

[1] SF Guidelines, Appendix C - Table C-1 (General Retail)

[2] SF Guidelines, Appendix C - Table C-2 (Retail)

[3] SF Guidelines Appendix E - Average from Tables E-3 Work Trips to SD1 (All) and E-5 Work Trips to SD3 (All)

[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines

[5] 85% of all retail trips occurring before 9 AM are assumed to be work trips

Potrero Power Station Mixed-Use Development Project

Re-Phase Program - Maximum Residential

LAND USE: GENERAL RETAIL (NON-WORK TRIPS)

Proposed Size:		8,400 sq.ft.					
DAILY				AM PEAK HOUR		PM PEAK HOUR	
Person-trip Generation Rate [1]:	150.0 trips/1000 sq.ft.	Person-trip Gen Rate:	2.3% [4]	3.5	9.0% [1]	13.5	
Total Person Trips:	1,260 person-trips	Total Person-trips:		29		113	
Non-Work Trips [2]:	96%	1,210 person-trips	Non-Work Person-trips:	15% [5]	4	96% [2]	109

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 12.5%	Auto	24.6%	1.68	37	22	0	0	3	2
	Transit	18.1%		27		0		2	
	Walk	53.2%		80		0		7	
	Other	4.2%		6		0		1	
	All Modes	100.0%		151	22	1	0	14	2
SF Superdistrict 2 8.0%	Auto	47.0%	1.55	45	29	0	0	4	3
	Transit	22.9%		22		0		2	
	Walk	26.1%		25		0		2	
	Other	4.1%		4		0		0	
	All Modes	100.0%		97	29	0	0	9	3
SF Superdistrict 3 34.5%	Auto	57.0%	2.04	238	116	1	0	21	10
	Transit	10.9%		46		0		4	
	Walk	30.2%		126		0		11	
	Other	1.9%		8		0		1	
	All Modes	100.0%		417	116	2	0	38	10
SF Superdistrict 4 4.0%	Auto	65.7%	1.72	32	18	0	0	3	2
	Transit	18.8%		9		0		1	
	Walk	12.3%		6		0		1	
	Other	3.3%		2		0		0	
	All Modes	100.0%		48	18	0	0	4	2
East Bay 7.0%	Auto	46.0%	2.11	39	18	0	0	4	2
	Transit	20.9%		18		0		2	
	Walk	31.4%		27		0		2	
	Other	1.7%		1		0		0	
	All Modes	100.0%		85	18	0	0	8	2
North Bay 3.5%	Auto	57.9%	1.82	25	13	0	0	2	1
	Transit	16.1%		7		0		1	
	Walk	24.4%		10		0		1	
	Other	1.6%		1		0		0	
	All Modes	100.0%		42	13	0	0	4	1
South Bay 8.5%	Auto	80.5%	2.28	83	36	0	0	7	3
	Transit	11.5%		12		0		1	
	Walk	6.4%		7		0		1	
	Other	1.6%		2		0		0	
	All Modes	100.0%		103	36	0	0	9	3
Out of Region 22.0%	Auto	39.5%	2.73	105	39	0	0	9	3
	Transit	9.4%		25		0		2	
	Walk	27.3%		73		0		7	
	Other	23.8%		63		0		6	
	All Modes	100.0%		266	39	1	0	24	3
All Origins 100.0%	Auto	49.9%	2.06	604	293	2	1	54	26
	Transit	13.7%		165		1		15	
	Walk	29.2%		354		1		32	
	Other	7.2%		87		0		8	
	All Modes	100.0%		1,210	293	4	1	109	26

Notes:

[1] SF Guidelines, Appendix C - Table C-1 (General Retail)

[2] SF Guidelines, Appendix C - Table C-2 (Retail)

[3] SF Guidelines Appendix E - Average from Tables E-10 Visitor Trips to SD1 (Retail) and E-14 Visitor Trips to SD3 (Retail)

[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines

[5] 85% of all retail trips occurring before 9 AM are assumed to be work trips

Potrero Power Station Mixed-Use Development Project

Re-Phase Program - Maximum Residential

LAND USE: SUPERMARKET (WORK TRIPS)

Proposed Size:		35,000 sq.ft.					
DAILY				AM PEAK HOUR	PM PEAK HOUR		
Person-trip Generation Rate [1]:	297.0 trips/1000 sq.ft.	Person-trip Gen Rate:	2.6% [4]	7.8	7.3% [1]	21.7	
Total Person Trips:	10,395 person-trips	Total Person-trips:		272		759	
Work Trips [2]:	4%	416 person-trips	Work Person-trips:	4% [5]	11	4% [2]	30

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 10.6%	Auto	26.8%	1.29	12	9	0	0	1	1
	Transit	34.7%		15		0		1	
	Walk	35.8%		16		0		1	
	Other	2.7%		1		0		0	
	All Modes	100.0%		44	9	1	0	3	1
SF Superdistrict 2 12.5%	Auto	45.6%	1.25	24	19	1	0	2	1
	Transit	49.1%		26		1		2	
	Walk	3.7%		2		0		0	
	Other	1.6%		1		0		0	
	All Modes	100.0%		52	19	1	0	4	1
SF Superdistrict 3 20.5%	Auto	51.3%	1.26	44	35	1	1	3	3
	Transit	34.6%		29		1		2	
	Walk	10.4%		9		0		1	
	Other	3.6%		3		0		0	
	All Modes	100.0%		85	35	2	1	6	3
SF Superdistrict 4 9.6%	Auto	55.8%	1.50	22	15	1	0	2	1
	Transit	40.9%		16		0		1	
	Walk	0.0%		0		0		0	
	Other	3.4%		1		0		0	
	All Modes	100.0%		40	15	1	0	3	1
East Bay 18.4%	Auto	50.9%	2.13	39	18	1	0	3	1
	Transit	46.4%		35		1		3	
	Walk	0.0%		0		0		0	
	Other	2.8%		2		0		0	
	All Modes	100.0%		76	18	2	0	6	1
North Bay 5.9%	Auto	69.1%	1.53	17	11	0	0	1	1
	Transit	28.6%		7		0		1	
	Walk	0.0%		0		0		0	
	Other	2.2%		1		0		0	
	All Modes	100.0%		24	11	1	0	2	1
South Bay 20.6%	Auto	77.9%	1.15	67	58	2	2	5	4
	Transit	19.9%		17		0		1	
	Walk	0.0%		0		0		0	
	Other	2.2%		2		0		0	
	All Modes	100.0%		86	58	2	2	6	4
Out of Region 2.2%	Auto	55.9%	1.54	5	3	0	0	0	0
	Transit	41.5%		4		0		0	
	Walk	0.0%		0		0		0	
	Other	2.6%		0		0		0	
	All Modes	100.0%		9	3	0	0	1	0
All Origins 100.0%	Auto	55.0%	1.36	229	168	6	4	17	12
	Transit	36.0%		149		4		11	
	Walk	6.4%		26		1		2	
	Other	2.7%		11		0		1	
	All Modes	100.0%		416	168	11	4	30	12

Notes:

[1] SF Guidelines, Appendix C - Table C-1 (Supermarket)

[2] SF Guidelines, Appendix C - Table C-2 (Retail)

[3] SF Guidelines Appendix E - Average from Tables E-3 Work Trips to SD1 (All) and E-5 Work Trips to SD3 (All)

[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines

[5] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines

Potrero Power Station Mixed-Use Development Project

Re-Phase Program - Maximum Residential

LAND USE: SUPERMARKET (NON-WORK TRIPS)

Proposed Size:		35,000 sq.ft.					
DAILY				AM PEAK HOUR		PM PEAK HOUR	
Person-trip Generation Rate [1]:	297.0 trips/1000 sq.ft.	Person-trip Gen Rate:	2.6% [4]	7.8	7.3% [1]	21.7	
Total Person Trips:	10,395 person-trips	Total Person-trips:		272		759	
Non-Work Trips [2]:	96%	9,979 person-trips	Non-Work Person-trips:	96% [5]	261	96% [2]	728

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 12.5%	Auto	24.6%	1.68	306	182	8	5	22	13
	Transit	18.1%		226		6		17	
	Walk	53.2%		663		17		48	
	Other	4.2%		52		1		4	
	All Modes	100.0%		1,247	182	33	5	91	13
SF Superdistrict 2 8.0%	Auto	47.0%	1.55	375	241	10	6	27	18
	Transit	22.9%		183		5		13	
	Walk	26.1%		208		5		15	
	Other	4.1%		33		1		2	
	All Modes	100.0%		798	241	21	6	58	18
SF Superdistrict 3 34.5%	Auto	57.0%	2.04	1,963	961	51	25	143	70
	Transit	10.9%		376		10		27	
	Walk	30.2%		1,038		27		76	
	Other	1.9%		66		2		5	
	All Modes	100.0%		3,443	961	90	25	251	70
SF Superdistrict 4 4.0%	Auto	65.7%	1.72	262	152	7	4	19	11
	Transit	18.8%		75		2		5	
	Walk	12.3%		49		1		4	
	Other	3.3%		13		0		1	
	All Modes	100.0%		399	152	10	4	29	11
East Bay 7.0%	Auto	46.0%	2.11	321	152	8	4	23	11
	Transit	20.9%		146		4		11	
	Walk	31.4%		220		6		16	
	Other	1.7%		12		0		1	
	All Modes	100.0%		699	152	18	4	51	11
North Bay 3.5%	Auto	57.9%	1.82	202	111	5	3	15	8
	Transit	16.1%		56		1		4	
	Walk	24.4%		85		2		6	
	Other	1.6%		5		0		0	
	All Modes	100.0%		349	111	9	3	25	8
South Bay 8.5%	Auto	80.5%	2.28	683	300	18	8	50	22
	Transit	11.5%		97		3		7	
	Walk	6.4%		55		1		4	
	Other	1.6%		14		0		1	
	All Modes	100.0%		848	300	22	8	62	22
Out of Region 22.0%	Auto	39.5%	2.73	868	318	23	8	63	23
	Transit	9.4%		206		5		15	
	Walk	27.3%		600		16		44	
	Other	23.8%		522		14		38	
	All Modes	100.0%		2,195	318	57	8	160	23
All Origins 100.0%	Auto	49.9%	2.06	4,980	2,419	130	63	364	177
	Transit	13.7%		1,365		36		100	
	Walk	29.2%		2,918		76		213	
	Other	7.2%		716		19		52	
	All Modes	100.0%		9,979	2,419	261	63	728	177

Notes:

[1] SF Guidelines, Appendix C - Table C-1 (Supermarket)

[2] SF Guidelines, Appendix C - Table C-2 (Retail)

[3] SF Guidelines Appendix E - Average from Tables E-10 Visitor Trips to SD1 (Retail) and E-14 Visitor Trips to SD3 (Retail)

[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines

[5] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines

Potrero Power Station Mixed-Use Development Project
 Re-Phase Program - Maximum Residential
 LAND USE: SIT-DOWN RESTAURANT (WORK TRIPS)

Proposed Size:		26,877 sq.ft. (includes 60% occupancy factor for Assembly Use)					
DAILY		AM PEAK HOUR		PM PEAK HOUR			
Person-trip Generation Rate [1]:	200.0 trips/1000 sq.ft.	Person-trip Gen Rate:	1.1% [4]	2.2	10.0% [6]	20.0	
Total Person Trips:	5,375 person-trips	Total Person-trips:		58		538	
Work Trips [2]:	4%	215 person-trips	Work Person-trips:	100% [5]	58	4% [2]	22

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 10.6%	Auto	26.8%	1.29	6	5	2	1	1	0
	Transit	34.7%		8		2		1	
	Walk	35.8%		8		2		1	
	Other	2.7%		1		0		0	
	All Modes	100.0%		23	5	6	1	2	0
SF Superdistrict 2 12.5%	Auto	45.6%	1.25	12	10	3	3	1	1
	Transit	49.1%		13		4		1	
	Walk	3.7%		1		0		0	
	Other	1.6%		0		0		0	
	All Modes	100.0%		27	10	7	3	3	1
SF Superdistrict 3 20.5%	Auto	51.3%	1.26	23	18	6	5	2	2
	Transit	34.6%		15		4		2	
	Walk	10.4%		5		1		0	
	Other	3.6%		2		0		0	
	All Modes	100.0%		44	18	12	5	4	2
SF Superdistrict 4 9.8%	Auto	55.8%	1.50	11	8	3	2	1	1
	Transit	40.9%		8		2		1	
	Walk	0.0%		0		0		0	
	Other	3.4%		1		0		0	
	All Modes	100.0%		21	8	6	2	2	1
East Bay 18.4%	Auto	50.9%	2.13	20	9	5	3	2	1
	Transit	46.4%		18		5		2	
	Walk	0.0%		0		0		0	
	Other	2.8%		1		0		0	
	All Modes	100.0%		39	9	11	3	4	1
North Bay 5.9%	Auto	69.1%	1.53	9	6	2	2	1	1
	Transit	28.6%		4		1		0	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		13	6	3	2	1	1
South Bay 20.6%	Auto	77.9%	1.15	35	30	9	8	3	3
	Transit	19.9%		9		2		1	
	Walk	0.0%		0		0		0	
	Other	2.2%		1		0		0	
	All Modes	100.0%		44	30	12	8	4	3
Out of Region 2.2%	Auto	55.9%	1.54	3	2	1	0	0	0
	Transit	41.5%		2		1		0	
	Walk	0.0%		0		0		0	
	Other	2.6%		0		0		0	
	All Modes	100.0%		5	2	1	0	0	0
All Origins 100.0%	Auto	55.0%	1.36	118	87	32	23	12	9
	Transit	36.0%		77		21		8	
	Walk	6.4%		14		4		1	
	Other	2.7%		6		2		1	
	All Modes	100.0%		215	87	58	23	22	9

Notes:

- [1] SF Guidelines, Appendix C - Table C-1 (Restaurant Sit-down)
 [2] SF Guidelines, Appendix C - Table C-2 (Retail)
 [3] SF Guidelines Appendix E - Average from Tables E-3 Work Trips to SD1 (All) and E-5 Work Trips to SD3 (All)
 [4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines
 [5] 100% of all restaurant trips occurring before 9 AM are assumed to be work trips
 [6] Based on ITE and SANDAG data

Potrero Power Station Mixed-Use Development Project
 Re-Phase Program - Maximum Residential
 LAND USE: SIT-DOWN RESTAURANT (NON-WORK TRIPS)

Proposed Size:		26,877 sq.ft. (includes 60% occupancy factor for Assembly Use)					
DAILY		AM PEAK HOUR		PM PEAK HOUR			
Person-trip Generation Rate [1]:	200.0 trips/1000 sq.ft.	Person-trip Gen Rate:	1.1% [4]	2.2	10.0% [6]	20.0	
Total Person Trips:	5,375 person-trips	Total Person-trips:		58		538	
Non-Work Trips [2]:	96%	5,160 person-trips	Non-Work Person-trips:	0% [5]	0	96% [2]	516

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 12.5%	Auto	24.6%	1.68	158	94	0	0	16	9
	Transit	18.1%		117		0		12	
	Walk	53.2%		343		0		34	
	Other	4.2%		27		0		3	
	All Modes	100.0%		645	94	0	0	65	9
SF Superdistrict 2 8.0%	Auto	47.0%	1.55	194	125	0	0	19	12
	Transit	22.9%		94		0		9	
	Walk	26.1%		108		0		11	
	Other	4.1%		17		0		2	
	All Modes	100.0%		413	125	0	0	41	12
SF Superdistrict 3 34.5%	Auto	57.0%	2.04	1,015	497	0	0	102	50
	Transit	10.9%		194		0		19	
	Walk	30.2%		537		0		54	
	Other	1.9%		34		0		3	
	All Modes	100.0%		1,780	497	0	0	178	50
SF Superdistrict 4 4.0%	Auto	65.7%	1.72	136	79	0	0	14	8
	Transit	18.8%		39		0		4	
	Walk	12.3%		25		0		3	
	Other	3.3%		7		0		1	
	All Modes	100.0%		206	79	0	0	21	8
East Bay 7.0%	Auto	46.0%	2.11	166	79	0	0	17	8
	Transit	20.9%		76		0		8	
	Walk	31.4%		114		0		11	
	Other	1.7%		6		0		1	
	All Modes	100.0%		361	79	0	0	36	8
North Bay 3.5%	Auto	57.9%	1.82	105	58	0	0	10	6
	Transit	16.1%		29		0		3	
	Walk	24.4%		44		0		4	
	Other	1.6%		3		0		0	
	All Modes	100.0%		181	58	0	0	18	6
South Bay 8.5%	Auto	80.5%	2.28	353	155	0	0	35	15
	Transit	11.5%		50		0		5	
	Walk	6.4%		28		0		3	
	Other	1.6%		7		0		1	
	All Modes	100.0%		439	155	0	0	44	15
Out of Region 22.0%	Auto	39.5%	2.73	449	165	0	0	45	16
	Transit	9.4%		106		0		11	
	Walk	27.3%		310		0		31	
	Other	23.8%		270		0		27	
	All Modes	100.0%		1,135	165	0	0	114	16
All Origins 100.0%	Auto	49.9%	2.06	2,575	1,251	0	0	258	125
	Transit	13.7%		706		0		71	
	Walk	29.2%		1,509		0		151	
	Other	7.2%		370		0		37	
	All Modes	100.0%		5,160	1,251	0	0	516	125

Notes:

- [1] SF Guidelines, Appendix C - Table C-1 (Restaurant Sit-down)
 [2] SF Guidelines, Appendix C - Table C-2 (Retail)
 [3] SF Guidelines Appendix E - Average from Tables E-10 Visitor Trips to SD1 (Retail) and E-14 Visitor Trips to SD3 (Retail)
 [4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines
 [5] 100% of all restaurant trips occurring before 9 AM are assumed to be work trips
 [6] Based on ITE and SANDAG data

Potrero Power Station Mixed-Use Development Project
Re-Phase Program - Maximum Residential
LAND USE: QUICK SERVICE RESTAURANT (WORK TRIPS)

Proposed Size:		19,962 sq.ft.			
DAILY				AM PEAK HOUR	
Person-trip Generation Rate [1]:	600.0 trips/1000 sq.ft.	Person-trip Gen Rate:	1.1% [4]	6.5	10.0% [6]
Total Person Trips:	11,977 person-trips	Total Person-trips:		130	1,198
Work Trips [2]:	4%	479 person-trips	Work Person-trips:	4% [5]	5
				4%	[2] 48

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 10.6%	Auto	26.8%	1.29	14	10	0	0	1	1
	Transit	34.7%		18		0		2	
	Walk	35.8%		18		0		2	
	Other	2.7%		1		0		0	
	All Modes	100.0%		51	10	1	0	5	1
SF Superdistrict 2 12.5%	Auto	45.6%	1.25	27	22	0	0	3	2
	Transit	49.1%		29		0		3	
	Walk	3.7%		2		0		0	
	Other	1.6%		1		0		0	
	All Modes	100.0%		60	22	1	0	6	2
SF Superdistrict 3 20.5%	Auto	51.3%	1.26	50	40	1	0	5	4
	Transit	34.6%		34		0		3	
	Walk	10.4%		10		0		1	
	Other	3.6%		4		0		0	
	All Modes	100.0%		98	40	1	0	10	4
SF Superdistrict 4 9.8%	Auto	55.8%	1.50	26	17	0	0	3	2
	Transit	40.9%		19		0		2	
	Walk	0.0%		0		0		0	
	Other	3.4%		2		0		0	
	All Modes	100.0%		46	17	0	0	5	2
East Bay 18.4%	Auto	50.9%	2.13	45	21	0	0	4	2
	Transit	46.4%		41		0		4	
	Walk	0.0%		0		0		0	
	Other	2.8%		2		0		0	
	All Modes	100.0%		88	21	1	0	9	2
North Bay 5.9%	Auto	69.1%	1.53	19	13	0	0	2	1
	Transit	28.6%		8		0		1	
	Walk	0.0%		0		0		0	
	Other	2.2%		1		0		0	
	All Modes	100.0%		28	13	0	0	3	1
South Bay 20.6%	Auto	77.9%	1.15	77	67	1	1	8	7
	Transit	19.9%		20		0		2	
	Walk	0.0%		0		0		0	
	Other	2.2%		2		0		0	
	All Modes	100.0%		99	67	1	1	10	7
Out of Region 2.2%	Auto	55.9%	1.54	6	4	0	0	1	0
	Transit	41.5%		4		0		0	
	Walk	0.0%		0		0		0	
	Other	2.6%		0		0		0	
	All Modes	100.0%		10	4	0	0	1	0
All Origins 100.0%	Auto	55.0%	1.36	263	193	3	2	26	19
	Transit	36.0%		172		2		17	
	Walk	6.4%		30		0		3	
	Other	2.7%		13		0		1	
	All Modes	100.0%		479	193	5	2	48	19

Notes:

- [1] SF Guidelines, Appendix C - Table C-1 (Restaurant Composite Rate)
[2] SF Guidelines, Appendix C - Table C-2 (Retail)
[3] SF Guidelines Appendix E - Average from Tables E-3 Work Trips to SD1 (All) and E-5 Work Trips to SD3 (All)
[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines
[5] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines
[6] Based on ITE and SANDAG data

Potrero Power Station Mixed-Use Development Project
Re-Phase Program - Maximum Residential
LAND USE: QUICK SERVICE RESTAURANT (NON-WORK TRIPS)

Proposed Size:		19,962 sq.ft.			
DAILY				AM PEAK HOUR	
Person-trip Generation Rate [1]:	600.0 trips/1000 sq.ft.	Person-trip Gen Rate:	1.1% [4]	6.5	10.0% [6]
Total Person Trips:	11,977 person-trips	Total Person-trips:		130	1,198
Non-Work Trips [2]:	96%	11,498 person-trips	Non-Work Person-trips:	96% [5]	124
				96%	[2] 1,150

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 12.5%	Auto	24.6%	1.68	353	210	4	2	35	21
	Transit	18.1%		261		3		26	
	Walk	53.2%		764		8		76	
	Other	4.2%		60		1		6	
	All Modes	100.0%		1,437	210	16	2	144	21
SF Superdistrict 2 8.0%	Auto	47.0%	1.55	432	278	5	3	43	28
	Transit	22.9%		210		2		21	
	Walk	26.1%		240		3		24	
	Other	4.1%		38		0		4	
	All Modes	100.0%		920	278	10	3	92	28
SF Superdistrict 3 34.5%	Auto	57.0%	2.04	2,262	1,107	24	12	226	111
	Transit	10.9%		433		5		43	
	Walk	30.2%		1,196		13		120	
	Other	1.9%		76		1		8	
	All Modes	100.0%		3,967	1,107	43	12	397	111
SF Superdistrict 4 4.0%	Auto	65.7%	1.72	302	176	3	2	30	18
	Transit	18.8%		87		1		9	
	Walk	12.3%		56		1		6	
	Other	3.3%		15		0		1	
	All Modes	100.0%		460	176	5	2	46	18
East Bay 7.0%	Auto	46.0%	2.11	370	176	4	2	37	18
	Transit	20.9%		168		2		17	
	Walk	31.4%		253		3		25	
	Other	1.7%		13		0		1	
	All Modes	100.0%		805	176	9	2	80	18
North Bay 3.5%	Auto	57.9%	1.82	233	128	3	1	23	13
	Transit	16.1%		65		1		6	
	Walk	24.4%		98		1		10	
	Other	1.6%		6		0		1	
	All Modes	100.0%		402	128	4	1	40	13
South Bay 8.5%	Auto	80.5%	2.28	786	345	9	4	79	35
	Transit	11.5%		112		1		11	
	Walk	6.4%		63		1		6	
	Other	1.6%		16		0		2	
	All Modes	100.0%		977	345	11	4	98	35
Out of Region 22.0%	Auto	39.5%	2.73	1,000	367	11	4	100	37
	Transit	9.4%		237		3		24	
	Walk	27.3%		691		7		69	
	Other	23.8%		602		7		60	
	All Modes	100.0%		2,530	367	27	4	253	37
All Origins 100.0%	Auto	49.9%	2.06	5,738	2,787	62	30	574	279
	Transit	13.7%		1,573		17		157	
	Walk	29.2%		3,362		36		336	
	Other	7.2%		825		9		83	
	All Modes	100.0%		11,498	2,787	124	30	1,150	279

Notes:

- [1] SF Guidelines, Appendix C - Table C-1 (Restaurant Composite Rate)
[2] SF Guidelines, Appendix C - Table C-2 (Retail)
[3] SF Guidelines Appendix E - Average from Tables E-10 Visitor Trips to SD1 (Retail) and E-14 Visitor Trips to SD3 (Retail)
[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines
[5] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines
[6] Based on ITE and SANDAG data

Potrero Power Station Mixed-Use Development Project
 Re-Phase Program - Maximum Residential
 LAND USE: CHILD CARE (WORK TRIPS)

Proposed Size:		12,000 sq.ft.			
DAILY				AM PEAK HOUR	
Person-trip Generation Rate [1]:	67.0 trips/1000 sq.ft.	Person-trip Gen Rate:	17.8% [4]	11.9	18.0% [1]
Total Person Trips:	804 person-trips	Total Person-trips:		143	145
Work Trips [2]:	20%	Work Person-trips:	17% [5]	24	17% [6]
				25	

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 10.6%	Auto	26.8%	1.29	5	4	1	1	1	1
	Transit	34.7%		6		1		1	
	Walk	35.8%		6		1		1	
	Other	2.7%		0		0		0	
	All Modes	100.0%		17	4	3	1	3	1
SF Superdistrict 2 12.5%	Auto	45.6%	1.25	9	7	1	1	1	1
	Transit	49.1%		10		1		2	
	Walk	3.7%		1		0		0	
	Other	1.6%		0		0		0	
	All Modes	100.0%		20	7	3	1	3	1
SF Superdistrict 3 20.5%	Auto	51.3%	1.26	17	13	3	2	3	2
	Transit	34.6%		11		2		2	
	Walk	10.4%		3		1		1	
	Other	3.6%		1		0		0	
	All Modes	100.0%		33	13	5	2	5	2
SF Superdistrict 4 9.8%	Auto	55.8%	1.50	9	6	1	1	1	1
	Transit	40.9%		6		1		1	
	Walk	0.0%		0		0		0	
	Other	3.4%		1		0		0	
	All Modes	100.0%		15	6	2	1	2	1
East Bay 18.4%	Auto	50.9%	2.13	15	7	2	1	2	1
	Transit	46.4%		14		2		2	
	Walk	0.0%		0		0		0	
	Other	2.8%		1		0		0	
	All Modes	100.0%		30	7	4	1	5	1
North Bay 5.9%	Auto	69.1%	1.53	7	4	1	1	1	1
	Transit	28.6%		3		0		0	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		9	4	1	1	1	1
South Bay 20.6%	Auto	77.9%	1.15	26	22	4	3	4	3
	Transit	19.9%		7		1		1	
	Walk	0.0%		0		0		0	
	Other	2.2%		1		0		0	
	All Modes	100.0%		33	22	5	3	5	3
Out of Region 2.2%	Auto	55.9%	1.54	2	1	0	0	0	0
	Transit	41.5%		1		0		0	
	Walk	0.0%		0		0		0	
	Other	2.6%		0		0		0	
	All Modes	100.0%		3	1	1	0	1	0
All Origins 100.0%	Auto	55.0%	1.36	88	65	13	10	14	10
	Transit	36.0%		58		9		9	
	Walk	6.4%		10		2		2	
	Other	2.7%		4		1		1	
	All Modes	100.0%		161	65	24	10	25	10

Notes:

- [1] SF Guidelines, Appendix C - Table C-1 (Daycare Centers)
 [2] SF Guidelines, Appendix C - Table C-2 (Government Office)
 [3] SF Guidelines Appendix E - Average from Tables E-3 Work Trips to SD1 (All) and E-5 Work Trips to SD3 (All)
 [4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines
 [5] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines
 [6] SF Guidelines, Appendix C - Table C-2 (Opposite percentages to Government Office)
 [7] SF Guidelines, Appendix C - Table C-2 (Opposite percentages to Government Office)

Potrero Power Station Mixed-Use Development Project
 Re-Phase Program - Maximum Residential
 LAND USE: CHILD CARE (NON-WORK TRIPS)

Proposed Size:		12,000 sq.ft.			
DAILY				AM PEAK HOUR	
Person-trip Generation Rate [1]:	67.0 trips/1000 sq.ft.	Person-trip Gen Rate:	17.8% [4]	11.9	18.0% [1]
Total Person Trips:	804 person-trips	Total Person-trips:		143	145
Non-Work Trips [2]:	80%	Non-Work Person-trips:	83% [5]	119	83% [6]
				120	

Percent of Origin Distribution [7]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 0.0%	Auto	21.5%	2.12	0	0	0	0	0	0
	Transit	17.9%		0		0		0	
	Walk	53.4%		0		0		0	
	Other	7.2%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
SF Superdistrict 2 0.0%	Auto	50.3%	2.00	0	0	0	0	0	0
	Transit	24.8%		0		0		0	
	Walk	14.6%		0		0		0	
	Other	10.5%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
SF Superdistrict 3 100.0%	Auto	42.6%	2.04	274	134	50	25	51	25
	Transit	25.0%		161		30		30	
	Walk	23.6%		152		28		28	
	Other	8.9%		57		10		11	
	All Modes	100.0%		643	134	119	25	120	25
SF Superdistrict 4 0.0%	Auto	55.0%	2.25	0	0	0	0	0	0
	Transit	24.5%		0		0		0	
	Walk	12.4%		0		0		0	
	Other	8.2%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
East Bay 0.0%	Auto	56.9%	2.51	0	0	0	0	0	0
	Transit	27.1%		0		0		0	
	Walk	14.8%		0		0		0	
	Other	1.3%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
North Bay 0.0%	Auto	75.9%	1.95	0	0	0	0	0	0
	Transit	8.0%		0		0		0	
	Walk	13.2%		0		0		0	
	Other	2.9%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
South Bay 0.0%	Auto	79.2%	2.34	0	0	0	0	0	0
	Transit	12.8%		0		0		0	
	Walk	6.9%		0		0		0	
	Other	1.1%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
Out of Region 0.0%	Auto	40.6%	2.64	0	0	0	0	0	0
	Transit	23.7%		0		0		0	
	Walk	24.2%		0		0		0	
	Other	11.4%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
All Origins 100.0%	Auto	42.6%	2.04	274	134	50	25	51	25
	Transit	25.0%		161		30		30	
	Walk	23.6%		152		28		28	
	Other	8.9%		57		10		11	
	All Modes	100.0%		643	134	119	25	120	25

Notes:

- [1] SF Guidelines, Appendix C - Table C-1 (Daycare Centers)
 [2] SF Guidelines, Appendix C - Table C-2 (Government Office)
 [3] SF Guidelines Appendix E - Average from Tables E-11 Visitor Trips to SD1 (All Other) and E-15 Visitor Trips to SD3 (All Other)
 [4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines
 [5] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines
 [6] SF Guidelines, Appendix C - Table C-2 (Opposite percentages to Government Office)
 [7] Assumes local trips

Potrero Power Station Mixed-Use Development Project

Re-Phase Program - Maximum Residential

LAND USE: LIBRARY (WORK TRIPS)

Proposed Size:		5,000 sq.ft.													
DAILY						AM PEAK HOUR		PM PEAK HOUR							
Person-trip Generation Rate [1]:		195.0 trips/1000 sq.ft.		Person-trip Gen Rate:		2.0% [4]		3.9		16.2% [1]		31.5			
Total Person Trips:		975 person-trips		Total Person-trips:				20				158			
Work Trips [1]:		3%		24 person-trips		Work Person-trips:		4% [2]		1		4% [1]		6	

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 10.6%	Auto	26.8%	1.29	1	1	0	0	0	0
	Transit	34.7%		1		0		0	
	Walk	35.8%		1		0		0	
	Other	2.7%		0		0		0	
	All Modes	100.0%		3	1	0	0	1	0
SF Superdistrict 2 12.5%	Auto	45.6%	1.25	1	1	0	0	0	0
	Transit	49.1%		1		0		0	
	Walk	3.7%		0		0		0	
	Other	1.6%		0		0		0	
	All Modes	100.0%		3	1	0	0	1	0
SF Superdistrict 3 20.5%	Auto	51.3%	1.26	3	2	0	0	1	0
	Transit	34.6%		2		0		0	
	Walk	10.4%		1		0		0	
	Other	3.6%		0		0		0	
	All Modes	100.0%		5	2	0	0	1	0
SF Superdistrict 4 9.6%	Auto	55.8%	1.50	1	1	0	0	0	0
	Transit	40.9%		1		0		0	
	Walk	0.0%		0		0		0	
	Other	3.4%		0		0		0	
	All Modes	100.0%		2	1	0	0	1	0
East Bay 18.4%	Auto	50.9%	2.13	2	1	0	0	1	0
	Transit	46.4%		2		0		0	
	Walk	0.0%		0		0		0	
	Other	2.8%		0		0		0	
	All Modes	100.0%		4	1	0	0	1	0
North Bay 5.9%	Auto	69.1%	1.53	1	1	0	0	0	0
	Transit	28.6%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		1	1	0	0	0	0
South Bay 20.6%	Auto	77.9%	1.15	4	3	0	0	1	1
	Transit	19.9%		1		0		0	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		5	3	0	0	1	1
Out of Region 2.2%	Auto	55.9%	1.54	0	0	0	0	0	0
	Transit	41.5%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	2.6%		0		0		0	
	All Modes	100.0%		1	0	0	0	0	0
All Origins 100.0%	Auto	55.0%	1.36	13	10	0	0	3	2
	Transit	36.0%		9		0		2	
	Walk	6.4%		2		0		0	
	Other	2.7%		1		0		0	
	All Modes	100.0%		24	10	1	0	6	2

Notes:

[1] Based on count data collected at the North Beach Library in San Francisco; Case No. 2008.0968I, ESA August 2009.

[2] Assumes same percentage as the PM Peak Hour.

[3] SF Guidelines Appendix E - Average from Tables E-3 Work Trips to SD1 (All) and E-5 Work Trips to SD3 (All)

[4] Based on ITE land use #590 (Library) and SANDAG.

[5] The AM and PM Peak Hour % of work/non-work trips are assumed to be the same as the daily percentages

Potrero Power Station Mixed-Use Development Project

Re-Phase Program - Maximum Residential

LAND USE: LIBRARY (NON-WORK TRIPS)

Proposed Size:		5,000 sq.ft.					
DAILY				AM PEAK HOUR		PM PEAK HOUR	
Person-trip Generation Rate [1]:	195.0 trips/1000 sq.ft.	Person-trip Gen Rate:	2.0% [4]	3.9	16.2% [1]	31.5	
Total Person Trips:	975 person-trips	Total Person-trips:		20		158	
Non-Work Trips [1]:	98%	951 person-trips	Non-Work Person-trips:	97% [2]	19	97% [1]	152

Percent of Origin Distribution [6]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 0.0%	Auto	21.5%	2.12	0	0	0	0	0	0
	Transit	17.9%		0		0		0	
	Walk	53.4%		0		0		0	
	Other	7.2%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
SF Superdistrict 2 0.0%	Auto	50.3%	2.00	0	0	0	0	0	0
	Transit	24.8%		0		0		0	
	Walk	14.6%		0		0		0	
	Other	10.5%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
SF Superdistrict 3 100.0%	Auto	42.6%	2.42	405	167	8	3	65	27
	Transit	25.0%		238		5		38	
	Walk	23.6%		224		4		36	
	Other	8.9%		84		2		13	
	All Modes	100.0%		951	167	19	3	152	27
SF Superdistrict 4 0.0%	Auto	55.0%	2.25	0	0	0	0	0	0
	Transit	24.5%		0		0		0	
	Walk	12.4%		0		0		0	
	Other	8.2%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
East Bay 0.0%	Auto	56.9%	2.51	0	0	0	0	0	0
	Transit	27.1%		0		0		0	
	Walk	14.8%		0		0		0	
	Other	1.3%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
North Bay 0.0%	Auto	75.9%	1.95	0	0	0	0	0	0
	Transit	8.0%		0		0		0	
	Walk	13.2%		0		0		0	
	Other	2.9%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
South Bay 0.0%	Auto	79.2%	2.34	0	0	0	0	0	0
	Transit	12.8%		0		0		0	
	Walk	6.9%		0		0		0	
	Other	1.1%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
Out of Region 0.0%	Auto	40.6%	2.64	0	0	0	0	0	0
	Transit	23.7%		0		0		0	
	Walk	24.2%		0		0		0	
	Other	11.4%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
All Origins 100.0%	Auto	42.6%	2.42	405	167	8	3	65	27
	Transit	25.0%		238		5		38	
	Walk	23.6%		224		4		36	
	Other	8.9%		84		2		13	
	All Modes	100.0%		951	167	19	3	152	27

Notes:

[1] Based on count data collected at the North Beach Library in San Francisco; Case No. 2008.0968I, ESA August 2009.

[2] Assumes same percentage as the PM Peak Hour.

[3] SF Guidelines Appendix E - Average from Tables E-11 Visitor Trips to SD1 (All Other) and E-15 Visitor Trips to SD3 (All Other)

[4] Based on ITE land use #590 (Library) and SANDAG.

[5] The AM and PM Peak Hour % of work/non-work trips are assumed to be the same as the daily percentages

[6] Assumes local trips

Potrero Power Station Mixed-Use Development Project

Re-Phase Program - Maximum Residential

LAND USE: COMMUNITY CENTER (WORK TRIPS)

Proposed Size:		25,000 sq.ft.					
DAILY				AM PEAK HOUR		PM PEAK HOUR	
Person-trip Generation Rate [1]:	80.0 trips/1000 sq.ft.	Person-trip Gen Rate:	6.1% [4]	4.8	13.4% [1]	10.7	
Total Person Trips:	2,000 person-trips	Total Person-trips:		121		268	
Work Trips [2]:	5%	100 person-trips	Work Person-trips:	5% [5]	6	5% [5]	13

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 10.6%	Auto	26.8%	1.29	3	2	0	0	0	0
	Transit	34.7%		4		0		0	
	Walk	35.8%		4		0		1	
	Other	2.7%		0		0		0	
	All Modes	100.0%		11	2	1	0	1	0
SF Superdistrict 2 12.5%	Auto	45.6%	1.25	6	5	0	0	1	1
	Transit	49.1%		6		0		1	
	Walk	3.7%		0		0		0	
	Other	1.6%		0		0		0	
	All Modes	100.0%		13	5	1	0	2	1
SF Superdistrict 3 20.5%	Auto	51.3%	1.26	10	8	1	1	1	1
	Transit	34.6%		7		0		1	
	Walk	10.4%		2		0		0	
	Other	3.6%		1		0		0	
	All Modes	100.0%		20	8	1	1	3	1
SF Superdistrict 4 9.6%	Auto	55.8%	1.50	5	4	0	0	1	0
	Transit	40.9%		4		0		1	
	Walk	0.0%		0		0		0	
	Other	3.4%		0		0		0	
	All Modes	100.0%		10	4	1	0	1	0
East Bay 18.4%	Auto	50.9%	2.13	9	4	1	0	1	1
	Transit	46.4%		9		1		1	
	Walk	0.0%		0		0		0	
	Other	2.8%		1		0		0	
	All Modes	100.0%		18	4	1	0	2	1
North Bay 5.9%	Auto	69.1%	1.53	4	3	0	0	1	0
	Transit	28.6%		2		0		0	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		6	3	0	0	1	0
South Bay 20.6%	Auto	77.9%	1.15	16	14	1	1	2	2
	Transit	19.9%		4		0		1	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		21	14	1	1	3	2
Out of Region 2.2%	Auto	55.9%	1.54	1	1	0	0	0	0
	Transit	41.5%		1		0		0	
	Walk	0.0%		0		0		0	
	Other	2.6%		0		0		0	
	All Modes	100.0%		2	1	0	0	0	0
All Origins 100.0%	Auto	55.0%	1.36	55	40	3	2	7	5
	Transit	36.0%		36		2		5	
	Walk	6.4%		6		0		1	
	Other	2.7%		3		0		0	
	All Modes	100.0%		100	40	6	2	13	5

Notes:

[1] Based on count data collected at the Gene Friend Recreation Center in San Francisco; Advant Consulting/LCW Consulting, November 2017.

[2] Estimated based on an average of 3 daily trips per employee

[3] SF Guidelines Appendix E - Average from Tables E-3 Work Trips to SD1 (All) and E-5 Work Trips to SD3 (All)

[4] Based on ITE land use #495 (Community Center)

[5] The AM and PM Peak Hour % of work/non-work trips are assumed to be the same as the daily percentages

Potrero Power Station Mixed-Use Development Project

Re-Phase Program - Maximum Residential

LAND USE: COMMUNITY CENTER (NON-WORK TRIPS)

Proposed Size:		25,000 sq.ft.					
DAILY				AM PEAK HOUR		PM PEAK HOUR	
Person-trip Generation Rate [1]:	80.0 trips/1000 sq.ft.	Person-trip Gen Rate:	6.1% [4]	4.8	13.4% [1]	10.7	
Total Person Trips:	2,000 person-trips	Total Person-trips:		121		268	
Non-Work Trips [2]:	95%	1,900 person-trips	Non-Work Person-trips:	95% [5]	115	95% [5]	255

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 17.5%	Auto	21.5%	2.12	71	34	4	2	10	5
	Transit	17.9%		59		4		8	
	Walk	53.4%		178		11		24	
	Other	7.2%		24		1		3	
	All Modes	100.0%		333	34	20	2	45	5
SF Superdistrict 2 14.0%	Auto	50.3%	2.00	134	67	8	4	18	9
	Transit	24.8%		66		4		9	
	Walk	14.6%		39		2		5	
	Other	10.5%		28		2		4	
	All Modes	100.0%		266	67	16	4	36	9
SF Superdistrict 3 28.5%	Auto	42.6%	2.42	231	95	14	6	31	13
	Transit	25.0%		135		8		18	
	Walk	23.6%		128		8		17	
	Other	8.9%		48		3		6	
	All Modes	100.0%		542	95	33	6	73	13
SF Superdistrict 4 7.0%	Auto	55.0%	2.25	73	33	4	2	10	4
	Transit	24.5%		33		2		4	
	Walk	12.4%		16		1		2	
	Other	8.2%		11		1		1	
	All Modes	100.0%		133	33	8	2	18	4
East Bay 10.0%	Auto	56.9%	2.51	108	43	7	3	14	6
	Transit	27.1%		51		3		7	
	Walk	14.8%		28		2		4	
	Other	1.3%		2		0		0	
	All Modes	100.0%		190	43	12	3	25	6
North Bay 3.0%	Auto	75.9%	1.95	43	22	3	1	6	3
	Transit	8.0%		5		0		1	
	Walk	13.2%		8		0		1	
	Other	2.9%		2		0		0	
	All Modes	100.0%		57	22	3	1	8	3
South Bay 8.0%	Auto	79.2%	2.34	120	52	7	3	16	7
	Transit	12.8%		19		1		3	
	Walk	6.9%		11		1		1	
	Other	1.1%		2		0		0	
	All Modes	100.0%		152	52	9	3	20	7
Out of Region 12.0%	Auto	40.6%	2.64	93	35	6	2	12	5
	Transit	23.7%		54		3		7	
	Walk	24.2%		55		3		7	
	Other	11.4%		26		2		3	
	All Modes	100.0%		228	35	14	2	31	5
All Origins 100.0%	Auto	46.0%	2.30	873	380	53	23	117	51
	Transit	22.3%		423		26		57	
	Walk	24.3%		462		28		62	
	Other	7.5%		142		9		19	
	All Modes	100.0%		1,900	380	115	23	255	51

Notes:

[1] Based on count data collected at the Gene Friend Recreation Center in San Francisco; Advant Consulting/LCW Consulting, November 2017.

[2] Estimated based on an average of 3 daily trips per employee

[3] SF Guidelines Appendix E - Average from Tables E-11 Visitor Trips to SD1 (All Other) and E-15 Visitor Trips to SD3 (All Other)

[4] Based on ITE land use #495 (Community Center)

[5] The AM and PM Peak Hour % of work/non-work trips are assumed to be the same as the daily percentages

Potrero Power Station Mixed-Use Development Project

Re-Phase Program - Maximum Residential

LAND USE: OPEN SPACE (WORK TRIPS)

Proposed Size:		6.9 Acres					
DAILY				AM PEAK HOUR		PM PEAK HOUR	
Person-trip Generation Rate [1]:	20.0 trips/acre	Person-trip Gen Rate:	13.0% [1]	2.6	9.0% [1]	1.8	
Total Person Trips:	138 person-trips	Total Person-trips:		18		12	
Work Trips [2]:	1%	1 person-trips	Work Person-trips:	1% [4]	0	1% [4]	0

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 10.6%	Auto	26.8%	1.29	0	0	0	0	0	0
	Transit	34.7%		0		0		0	
	Walk	35.8%		0		0		0	
	Other	2.7%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
SF Superdistrict 2 12.5%	Auto	45.6%	1.25	0	0	0	0	0	0
	Transit	49.1%		0		0		0	
	Walk	3.7%		0		0		0	
	Other	1.6%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
SF Superdistrict 3 20.5%	Auto	51.3%	1.26	0	0	0	0	0	0
	Transit	34.6%		0		0		0	
	Walk	10.4%		0		0		0	
	Other	3.6%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
SF Superdistrict 4 9.6%	Auto	55.8%	1.50	0	0	0	0	0	0
	Transit	40.9%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	3.4%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
East Bay 18.4%	Auto	50.9%	2.13	0	0	0	0	0	0
	Transit	46.4%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	2.8%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
North Bay 5.9%	Auto	69.1%	1.53	0	0	0	0	0	0
	Transit	28.6%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
South Bay 20.6%	Auto	77.9%	1.15	0	0	0	0	0	0
	Transit	19.9%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
Out of Region 2.2%	Auto	55.9%	1.54	0	0	0	0	0	0
	Transit	41.5%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	2.6%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
All Origins 100.0%	Auto	55.0%	1.36	1	1	0	0	0	0
	Transit	36.0%		0		0		0	
	Walk	6.4%		0		0		0	
	Other	2.7%		0		0		0	
	All Modes	100.0%		1	1	0	0	0	0

Notes:

[1] Traffic Generators, San Diego Association of Governments, 2002 (Regional Park)

[2] Mission Bay FSEIR estimated 1 employee per acre; assuming 2 daily trips per employee it means 10% work trips (1 x 2 / 20 = 0.1)

[3] SF Guidelines Appendix E - Average from Tables E-3 Work Trips to SD1 (All) and E-5 Work Trips to SD3 (All)

[4] The AM and PM Peak Hour % of work/non-work trips are assumed to be the same as the daily percentages

Potrero Power Station Mixed-Use Development Project

Re-Phase Program - Maximum Residential

LAND USE: OPEN SPACE (NON-WORK TRIPS)

Proposed Size:		6.9 Acres					
DAILY		AM PEAK HOUR		PM PEAK HOUR			
Person-trip Generation Rate [1]:	20.0 trips/acre	Person-trip Gen Rate:	13.0% [5]	2.6	9.0% [1]	1.8	
Total Person Trips:	138 person-trips	Total Person-trips:		18		12	
Non-Work Trips [2]:	99%	137 person-trips	Non-Work Person-trips:	99% [6]	18	99% [2]	12

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [4]	Average Vehicle Occupancy [4]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 17.5%	Auto	21.5%	2.12	5	2	1	0	0	0
	Transit	17.9%		4		1		0	
	Walk	53.4%		13		2		1	
	Other	7.2%		2		0		0	
	All Modes	100.0%		24	2	3	0	2	0
SF Superdistrict 2 14.0%	Auto	50.3%	2.00	10	5	1	1	1	0
	Transit	24.8%		5		1		0	
	Walk	14.6%		3		0		0	
	Other	10.5%		2		0		0	
	All Modes	100.0%		19	5	2	1	2	0
SF Superdistrict 3 28.5%	Auto	42.6%	2.42	17	7	2	1	1	1
	Transit	25.0%		10		1		1	
	Walk	23.6%		9		1		1	
	Other	8.9%		3		0		0	
	All Modes	100.0%		39	7	5	1	4	1
SF Superdistrict 4 7.0%	Auto	55.0%	2.25	5	2	1	0	0	0
	Transit	24.5%		2		0		0	
	Walk	12.4%		1		0		0	
	Other	8.2%		1		0		0	
	All Modes	100.0%		10	2	1	0	1	0
East Bay 10.0%	Auto	56.9%	2.51	8	3	1	0	1	0
	Transit	27.1%		4		0		0	
	Walk	14.8%		2		0		0	
	Other	1.3%		0		0		0	
	All Modes	100.0%		14	3	2	0	1	0
North Bay 3.0%	Auto	75.9%	1.95	3	2	0	0	0	0
	Transit	8.0%		0		0		0	
	Walk	13.2%		1		0		0	
	Other	2.9%		0		0		0	
	All Modes	100.0%		4	2	1	0	0	0
South Bay 8.0%	Auto	79.2%	2.34	9	4	1	0	1	0
	Transit	12.8%		1		0		0	
	Walk	6.9%		1		0		0	
	Other	1.1%		0		0		0	
	All Modes	100.0%		11	4	1	0	1	0
Out of Region 12.0%	Auto	40.6%	2.64	7	3	1	0	1	0
	Transit	23.7%		4		1		0	
	Walk	24.2%		4		1		0	
	Other	11.4%		2		0		0	
	All Modes	100.0%		16	3	2	0	1	0
All Origins 100.0%	Auto	46.0%	2.30	63	27	8	4	6	2
	Transit	22.3%		30		4		3	
	Walk	24.3%		33		4		3	
	Other	7.5%		10		1		1	
	All Modes	100.0%		137	27	18	4	12	2

Notes:

[1] Traffic Generators, San Diego Association of Governments, 2002 (Regional Park)

[2] Mission Bay FSEIR estimated 1 employee per acre; assuming 2 daily trips per employee it means 10% work trips (1 x 2 / 20 = 0.1)

[3] SF Guidelines Appendix E - Average from Tables E-11 Visitor Trips to SD1 (All Other) and E-15 Visitor Trips to SD3 (All Other)

[4] The AM and PM Peak Hour % of work/non-work trips are assumed to be the same as the daily percentages

Parking Demand

Potrero Power Station Mixed-Use Development Project
Re-Phase Program - Maximum Residential

PARKING DEMAND	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Midday Period (Noon to 2 PM) Peak Parking Demand															
SHORT-TERM DEMAND															
Daily visitors vehicle trips				1,590	546	61	218	1,802	995	2,061	3	38	295	25	7,634
Turnover rate (vehicles per space)				5.5	5.5	5.5	5.5	11.0	5.5	5.5	5.5	5.5	5.5	5.5	6.2
Peak short-term demand (spaces)				145	50	6	20	82	91	188	1	4	27	3	617
% of peak demand during period (ULI)				100%	100%	100%	100%	100%	75%	100%	100%	100%	100%	100%	96%
Total short-term demand (spaces)				145	50	6	20	82	69	188	1	4	27	3	595
LONG-TERM DEMAND															
Residential/Hotel Demand															
Percentage of affordable residential units	18%	18%													
Peak parking demand (spaces per unit/hotel room)	0.62	0.90	0.80												
Peak parking demand (spaces)	943	999	-												1,942
% of peak demand during period (ULI)	70%	70%	60%												70%
Subtotal long-term demand (spaces)	661	700	-												1,361
Employee Demand															
Average gsf, rooms or acres per daytime employee			2.3	276	405	276	350	350	350	350	345	850	780	10	
Number of daytime employees			-	3,013	1,594	116	24	100	77	57	35	6	32	1	5,055
% of employees who drive			0%	57%	57%	57%	58%	58%	57%	58%	55%	55%	58%	56%	57%
Number of employees who drive			-	1,723	912	66	14	58	44	33	19	3	19	0	2,891
Average employee vehicle occupancy			-	1.38	1.38	1.38	1.38	1.38	1.38	1.38	1.36	1.36	1.38	1.37	1.37
Peak parking demand (spaces)			-	1,250	662	49	11	42	32	24	15	3	14	1	2,103
% of peak demand during period (ULI)			100%	100%	100%	100%	100%	100%	90%	100%	100%	100%	100%	100%	100%
Subtotal long-term demand (spaces)			-	1,250	662	49	11	42	29	24	15	3	14	1	2,100
Total long-term demand (spaces)	661	700	-	1,250	662	49	11	42	29	24	15	3	14	1	3,461
TOTAL PARKING DEMAND (spaces)	661	700	-	1,395	712	55	31	124	98	212	16	7	41	4	4,056
Evening Period (7 PM to 9 PM) Peak Parking Demand															
SHORT-TERM DEMAND															
Daily visitors vehicle trips				1,590	546	61	218	1,802	995	2,061	3	38	295	25	7,634
Turnover rate (vehicles per space)				5.5	5.5	5.5	5.5	11.0	5.5	5.5	5.5	5.5	5.5	5.5	6.2
Peak short-term demand (spaces)				145	50	6	20	82	91	188	1	4	27	3	617
% of peak demand during period (ULI)				5%	5%	5%	90%	90%	100%	80%	0%	5%	10%	50%	57%
Total short-term demand (spaces)				8	3	1	18	74	91	151	-	1	3	2	352
LONG-TERM DEMAND															
Residential/Hotel Demand															
Percentage of affordable residential units	18%	18%													
Peak parking demand (spaces per unit/hotel room)	0.62	0.90	0.80												
Peak parking demand (spaces)	943	999	-												1,942
% of peak demand during period (ULI)	100%	100%	90%												100%
Subtotal long-term demand (spaces)	943	999	-												1,942
Employee Demand															
Average gsf, rooms or acres per daytime employee			2.3	276	405	276	350	350	350	350	345	850	780	10	
Number of daytime employees			-	3,013	1,594	116	24	100	77	57	35	6	32	1	5,055
% of employees who drive			0%	57%	57%	57%	58%	58%	57%	58%	55%	55%	58%	56%	57%
Number of employees who drive			-	1,723	912	66	14	58	44	33	19	3	19	0	2,891
Average employee vehicle occupancy			-	1.38	1.38	1.38	1.38	1.38	1.38	1.38	1.36	1.36	1.38	1.37	1.37
Peak parking demand (spaces)			-	1,250	662	49	11	42	32	24	15	3	14	1	2,103
% of peak demand during period (ULI)			20%	10%	10%	10%	100%	100%	100%	90%	5%	5%	10%	50%	15%
Subtotal long-term demand (spaces)			-	125	67	5	11	42	32	22	1	1	2	1	309
Total long-term demand (spaces)	943	999	-	125	67	5	11	42	32	22	1	1	2	1	2,251
TOTAL PARKING DEMAND (spaces)	943	999	-	133	70	6	29	116	123	173	1	2	5	3	2,603

Commercial Vehicle and Service Loading Demand

Potrero Power Station Mixed-Use Development Project
TRUCK AND SERVICE VEHICLE LOADING DEMAND [a]

Land Use	Gross Square Feet	Daily Vehicle Generation Ratio (R)	Turnover (minutes)	Daily Trucks/ Service Vehicles	Loading Space Demand	
					Average Hour	Peak Hour [b]
Re-Phase Program - Maximum Residential						
Residential	2,549,792 gsf	0.03	25	76	4	4
Hotel	- gsf	0.09	25	0	0	0
Office/R&D/PDR [c]	1,509,344 gsf	0.21	25	317	15	18
General Retail	8,400 gsf	0.22	25	2	0	0
Supermarket [d]	35,000 gsf	1.26	40	44	3	4
Restaurant [e]	46,839 gsf	3.60	25	169	8	10
Community Facilities	42,000 gsf	0.10	25	4	0	0
Total	4,191,375 gsf	0.15		612	30	37

General Loading Demand Equations (SF Guidelines)

$$\begin{aligned} \text{Daily Trips} &= (\text{GSF} / 1,000) * R \\ \text{Average Hour} &= (\text{GSF} / 1,000) * R / 9 / 2.4 \\ \text{Peak Hour} &= (\text{GSF} / 1,000) * (R * 1.25) / 9 / 2.4 \\ R &= \text{Daily truck trip generation per 1,000 gsf of use from Table H-1 in SF Guidelines} \end{aligned}$$

Notes:

- [a] Daily truck trip generation rate and average and peak hour loading space demand based on SF Guidelines for all land uses except Supermarket. Numbers may not sum to total due to rounding.
- [b] Peak hour of the commercial loading demand, which generally occurs between 10 AM and 1 PM.
- [c] Includes light industrial and arts uses.
- [d] Supermarket rate based on data in the 2001 Market Street TIS, Final Report, November 2010, Case File No. 2008.0550E
- [e] Includes assembly space, with a 60 percent occupancy efficiency factor.

1c TRAVEL DEMAND ANALYSIS – RE-PHASE PROGRAM NO PG&E SITE

Aggregated Travel Demand Calculations

Potrero Power Station Mixed-Use Development Project
Re-Phase Program without PG&E Site

	LAND USE CATEGORY														Total Development (w/ occup. factor)
	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	
	567,154 gsf 760 units	710,296 gsf 557 units	241,574 gsf 250 rooms	831,606 gsf	645,738 gsf	12,000 gsf	8,400 gsf	35,000 gsf	26,877 gsf (w/ occup. factor)	19,962 gsf	12,000 gsf	5,000 gsf	25,000 gsf	6.6 acres	3,140,607 gsf (w/ occup. factor)

INTERNAL AND EXTERNAL TRIP GENERATION RATES	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Daily Trip Rate (per d.u. / per 1,000 gsf)	7.5	10.0	7.0	18.1	8.0	18.1	150.0	297.0	200.0	600.0	67.0	195.0	80.0	20.0	21.1
AM Peak Hour as % of daily	14.2%	14.2%	8.8%	8.9%	18.2%	8.9%	2.3%	2.6%	1.1%	1.1%	17.8%	2.0%	6.1%	13.0%	7.3%
AM Peak Hour Trip Rate (per unit, per room, per 1000 gsf, per acre)	1.07	1.42	0.62	1.61	1.46	1.61	3.49	7.78	2.16	6.49	11.90	3.90	4.85	2.60	1.54
PM Peak Hour as % of daily	17.3%	17.3%	10.0%	8.5%	16.0%	8.5%	9.0%	7.3%	10.0%	10.0%	18.0%	16.2%	13.4%	9.0%	11.2%
PM Peak Hour Trip Rate (per unit, per room, per 1000 gsf, per acre)	1.30	1.73	0.70	1.54	1.28	1.54	13.50	21.68	20.00	60.00	12.06	31.50	10.73	1.80	2.37
% Modal Share															
Auto	41%	41%	47%	49%	49%	49%	50%	50%	50%	50%	45%	43%	46%	46%	48%
Transit	40%	40%	24%	27%	27%	27%	15%	15%	15%	15%	27%	25%	23%	22%	24%
Walk/Other	19%	19%	29%	24%	24%	24%	35%	35%	35%	35%	28%	32%	31%	32%	28%
Average Vehicle Occupancy Rate															
Weekday Daily	1.10	1.10	2.10	1.80	1.80	1.80	2.01	2.01	2.01	2.01	1.82	2.36	2.21	2.28	1.75
Weekday AM Peak Hour	1.10	1.10	1.76	1.45	1.45	1.45	1.43	2.01	1.36	2.01	1.85	2.34	2.21	2.28	1.39
Weekday PM Peak Hour	1.10	1.10	1.60	1.45	1.45	1.45	2.01	2.01	2.01	2.01	1.85	2.34	2.21	2.28	1.54

INTERNAL AND EXTERNAL TRIPS BY MODE BEFORE ADJUSTMENT	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Weekday Daily															
Auto Person Trips	2,325	2,273	823	7,406	2,542	107	631	5,209	2,694	6,002	362	418	928	61	31,780
Transit Person Trips	2,303	2,251	418	4,092	1,404	59	184	1,514	783	1,745	219	246	459	30	15,706
Walk/Other Person Trips	1,072	1,048	509	3,555	1,220	51	445	3,672	1,899	4,231	223	310	613	42	18,889
Total Person Trips	5,699	5,571	1,750	15,052	5,166	217	1,260	10,395	5,375	11,977	804	975	2,000	132	66,374
Total Vehicle Trips	2,116	2,068	393	4,111	1,411	59	314	2,586	1,337	2,980	199	177	420	27	18,198
				2,185	750	1,927	0.47	0.00							
Weekday AM Peak Hour															
Auto Person Trips	331	323	77	716	504	10	16	136	32	65	64	8	56	8	2,346
Transit Person Trips	328	320	43	450	317	6	10	40	21	19	38	5	28	4	1,629
Walk/Other Person Trips	153	149	35	173	122	3	4	96	5	46	41	6	37	5	875
Total Person Trips	811	793	155	1,340	942	19	29	272	58	130	143	20	121	17	4,850
Total Vehicle Trips	301	294	43	494	347	7	11	68	23	32	35	4	25	3	1,689
Weekday PM Peak Hour															
Auto Person Trips	402	393	90	684	442	10	57	380	269	600	65	68	125	5	3,590
Transit Person Trips	398	389	53	430	278	6	17	111	78	174	39	40	62	3	2,078
Walk/Other Person Trips	185	181	32	166	107	2	40	268	190	423	41	50	82	4	1,771
Total Person Trips	986	964	175	1,279	827	18	113	759	538	1,198	145	158	268	12	7,439
Total Vehicle Trips	366	358	56	472	305	7	28	189	134	298	35	29	56	2	2,335

Potrero Power Station Mixed-Use Development Project
Re-Phase Program without PG&E Site

INTERNAL AND EXTERNAL TRIPS INBOUND/OUTBOUND SPLITS	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Weekday AM Peak Hour															
SF Guidelines Work															
Inbound	0%	0%	75%	90%	90%	90%	90%	90%	100%	100%	90%	100%	90%	95%	
Outbound	100%	100%	25%	10%	10%	10%	10%	10%	0%	0%	10%	0%	10%	5%	
SF Guidelines Non-Work															
Inbound	67%	67%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	60%	60%	
Outbound	33%	33%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	40%	40%	
ITE															
Inbound	20%	20%	59%	88%	83%	88%	62%	62%	N.A.	55%	53%	71%	66%	61%	
Outbound	80%	80%	41%	12%	17%	12%	38%	38%		45%	47%	29%	34%	39%	
Person Trips															
Inbound	33%	33%	60%	83%	83%	83%	84%	52%	100%	52%	57%	52%	62%	60%	62%
Outbound	67%	67%	40%	17%	17%	17%	16%	48%	0%	48%	43%	48%	39%	40%	38%
Inbound	270	264	93	1,114	784	16	25	140	58	67	81	10	75	10	3,009
Outbound	541	529	62	225	158	3	5	132	-	62	62	9	47	7	1,841
Total Person Trips	811	793	155	1,340	942	19	29	272	58	130	143	20	121	17	4,850
Vehicle Trips															
Inbound	33%	33%	64%	86%	86%	86%	86%	53%	100%	53%	61%	54%	63%	61%	64%
Outbound	67%	67%	36%	14%	14%	14%	14%	47%	0%	47%	39%	46%	37%	39%	36%
Inbound	100	98	28	426	300	6	10	36	23	17	21	2	16	2	1,086
Outbound	201	196	16	68	48	1	2	32	-	15	13	2	9	1	603
Total Vehicle Trips	301	294	43	494	347	7	11	68	23	32	35	4	25	3	1,689
Weekday PM Peak Hour															
SF Guidelines Work															
Inbound	100%	100%	50%	10%	10%	10%	10%	10%	0%	0%	10%	0%	10%	5%	
Outbound	0%	0%	50%	90%	90%	90%	90%	90%	100%	100%	90%	100%	90%	95%	
SF Guidelines Non-Work															
Inbound	33%	33%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	
Outbound	67%	67%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	
ITE															
Inbound	50%	50%	51%	17%	15%	17%	48%	51%	67%	60%	47%	48%	49%	61%	
Outbound	50%	50%	49%	83%	85%	83%	52%	49%	33%	40%	53%	52%	51%	39%	
Person Trips															
Inbound	67%	67%	50%	17%	17%	17%	48%	48%	48%	48%	43%	48%	48%	50%	44%
Outbound	33%	33%	50%	83%	83%	83%	52%	52%	52%	52%	57%	52%	52%	50%	56%
Inbound	657	643	88	215	139	3	55	367	258	575	63	76	129	6	3,273
Outbound	329	321	88	1,064	688	15	59	392	280	623	82	82	140	6	4,167
Total Person Trips	986	964	175	1,279	827	18	113	759	538	1,198	145	158	268	12	7,439
Vehicle Trips															
Inbound	67%	67%	50%	14%	14%	14%	47%	47%	47%	47%	39%	46%	46%	49%	42%
Outbound	33%	33%	50%	86%	86%	86%	53%	53%	53%	53%	61%	54%	54%	51%	58%
Inbound	244	239	28	65	42	1	13	90	63	139	14	13	26	1	977
Outbound	122	119	28	407	263	6	15	99	71	159	21	16	30	1	1,358
Total Vehicle Trips	366	358	56	472	305	7	28	189	134	298	35	29	56	2	2,335

Potrero Power Station Mixed-Use Development Project
Re-Phase Program without PG&E Site

INTERNAL AND LINKED PERSON TRIP ADJUSTMENT FACTORS	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Weekday Daily															
Internal trip factor	36.0%	36.0%	36.0%	9.1%	9.1%	9.1%	15.0%	15.0%	10.0%	20.0%	75.0%	75.0%	30.0%	10.0%	
Internal linked trip factor	15.0%	15.0%	40.0%	20.0%	10.0%	20.0%	50.0%	50.0%	60.0%	80.0%	75.0%	60.0%	55.0%	30.0%	
Internal person trips	1,744	1,705	378	1,097	424	16	95	780	215	479	151	293	270	9	7,654
Total internal person trip productions															3,827
Total internal person trip attractions															3,827
Difference															0
% difference															0%
Internal and linked person trips (Walk)	2,052	2,006	630	1,371	471	20	189	1,559	538	2,395	603	731	600	13	13,178
Overall total trip reduction	36%	36%	36%	9%	9%	9%	15%	15%	10%	20%	75%	75%	30%	10%	20%
Weekday AM Peak Hour															
Internal trip factor	18.5%	18.5%	18.5%	9.4%	9.4%	9.4%	20.0%	20.0%	10.0%	20.0%	75.0%	75.0%	30.0%	10.0%	
Internal linked trip factor	15.0%	15.0%	40.0%	20.0%	10.0%	20.0%	50.0%	50.0%	60.0%	80.0%	75.0%	60.0%	55.0%	30.0%	
Internal person trips	128	125	17	101	80	1	3	27	2	5	27	6	16	1	539
Total internal person trip productions															269
Total internal person trip attractions															269
Difference															0
% difference															0%
Internal and linked person trips (Walk)	150	147	29	126	88	2	6	54	6	26	107	15	36	2	793
Overall total trip reduction	19%	19%	19%	9%	9%	9%	20%	20%	10%	20%	75%	75%	30%	10%	16%
Weekday PM Peak Hour															
Internal trip factor	28.3%	28.3%	28.3%	13.0%	13.0%	13.0%	20.0%	20.0%	10.0%	20.0%	75.0%	75.0%	30.0%	10.0%	
Internal linked trip factor	15.0%	15.0%	40.0%	20.0%	10.0%	20.0%	50.0%	50.0%	60.0%	80.0%	75.0%	60.0%	55.0%	30.0%	
Internal person trips	237	232	30	133	97	2	11	76	22	48	27	47	36	1	998
Total internal person trip productions															499
Total internal person trip attractions															499
Difference															0
% difference															0%
Internal and linked person trips (Walk)	279	273	50	166	107	2	23	152	54	240	109	118	81	1	1,654
Overall total trip reduction	28%	28%	28%	13%	13%	13%	20%	20%	10%	20%	75%	75%	30%	10%	22%
TRIP SUBTRACTION CHECK															
Weekday Daily	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Weekday AM Peak Hour	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
Weekday PM Peak Hour	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
PEAK HOUR CHECK															
Auto Person Trips SD1+SD3															
Daily External Trips	680	665	51	1,748	600	25	191	1,572	943	1,523	38	97	106	16	8,255
AM+PM External Trips	294	287	18	241	163	3	16	131	100	169	16	17	21	4	1,480
Average Peak Hour Factor	22%	22%	18%	7%	14%	7%	4%	4%	5%	6%	21%	9%	10%	11%	9%
Transit Person Trips SD1+SD3															
Daily External Trips	780	762	33	1,218	418	18	53	437	262	424	23	57	69	11	4,565
AM+PM External Trips	337	329	13	187	126	3	5	36	30	47	10	10	13	2	1,150
Average Peak Hour Factor	22%	22%	19%	8%	15%	8%	5%	4%	6%	6%	21%	9%	10%	11%	13%
Walk/Other Person Trips SD1+SD3															
Daily External Trips	401	392	59	1,775	609	26	152	1,250	749	1,211	29	73	129	20	6,876
AM+PM External Trips	173	169	17	160	108	2	12	104	78	134	12	13	25	4	1,014
Average Peak Hour Factor	22%	22%	14%	4%	9%	4%	4%	4%	5%	6%	21%	9%	10%	11%	7%

Potrero Power Station Mixed-Use Development Project
Re-Phase Program without PG&E Site

EXTERNAL ONLY TRIPS - TOTAL BOTH WAYS AFTER ADJUSTMENT	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Weekday Daily															
Superdistrict 1															
Auto Person Trips	529	517	12	400	137	6	26	215	129	208	1	0	25	4	2,209
Transit Person Trips	607	593	10	388	133	6	20	163	98	158	1	0	21	3	2,201
Walk/Other Person Trips	312	305	32	964	331	14	60	495	297	479	1	0	69	11	3,370
Total Person Trips	1,448	1,415	54	1,751	601	25	106	873	524	846	2	1	116	18	7,779
Vehicle Trips	482	471	6	224	77	3	16	130	78	125	0	0	12	2	1,626
Superdistrict 2															
Auto Person Trips	79	78	120	987	339	14	48	399	206	459	9	1	139	9	2,888
Transit Person Trips	91	89	66	666	229	10	25	208	108	240	10	1	72	5	1,820
Walk/Other Person Trips	47	46	55	373	128	5	30	244	126	281	1	0	67	5	1,407
Total Person Trips	217	212	242	2,026	695	29	103	850	440	980	20	3	279	19	6,115
Vehicle Trips	72	71	64	586	201	8	32	260	135	300	7	1	71	5	1,813
Superdistrict 3															
Auto Person Trips	151	148	39	1,348	463	19	165	1,357	814	1,315	38	96	81	13	6,046
Transit Person Trips	173	169	23	830	285	12	33	274	164	265	22	57	48	7	2,364
Walk/Other Person Trips	89	87	28	811	278	12	92	755	453	731	28	73	60	10	3,506
Total Person Trips	414	404	89	2,989	1,026	43	289	2,386	1,431	2,311	88	226	189	29	11,916
Vehicle Trips	138	134	18	724	248	10	82	673	404	652	19	40	35	5	3,183
Superdistrict 4															
Auto Person Trips	79	78	70	659	226	10	34	284	147	328	9	1	78	5	2,009
Transit Person Trips	91	89	35	377	129	5	11	91	47	105	6	1	36	2	1,027
Walk/Other Person Trips	47	46	23	156	54	2	8	63	33	73	1	0	28	2	534
Total Person Trips	217	212	128	1,192	409	17	53	439	227	506	15	2	143	9	3,570
Vehicle Trips	72	71	34	357	123	5	20	167	86	193	6	1	36	2	1,173
East Bay															
Auto Person Trips	186	182	107	1,053	362	15	44	360	186	415	15	2	117	8	3,053
Transit Person Trips	138	135	60	722	248	10	22	181	94	209	14	2	60	4	1,899
Walk/Other Person Trips	46	45	26	182	63	3	28	233	121	269	1	0	31	2	1,049
Total Person Trips	371	363	193	1,958	672	28	94	775	401	893	30	4	208	13	6,002
Vehicle Trips	170	166	44	455	156	7	21	171	88	197	7	1	47	3	1,532
North Bay															
Auto Person Trips	83	81	44	439	150	6	27	219	113	252	7	1	47	3	1,473
Transit Person Trips	25	24	7	114	39	2	8	63	33	73	3	0	6	0	398
Walk/Other Person Trips	-	-	8	54	18	1	11	91	47	105	0	0	9	1	345
Total Person Trips	108	106	58	606	208	9	45	374	193	430	9	1	63	4	2,215
Vehicle Trips	76	74	24	255	88	4	15	122	63	141	4	1	25	2	892
South Bay															
Auto Person Trips	444	434	131	1,480	508	21	91	749	387	863	26	4	137	9	5,285
Transit Person Trips	318	311	24	320	110	5	14	114	59	132	7	1	24	1	1,439
Walk/Other Person Trips	89	87	11	86	30	1	9	70	36	81	1	0	13	1	514
Total Person Trips	850	831	166	1,887	648	27	113	934	483	1,076	33	5	173	11	7,237
Vehicle Trips	404	395	71	1,015	348	15	43	358	185	412	22	3	65	4	3,340
Outside Bay Area															
Auto Person Trips	22	22	78	535	183	8	106	873	451	1,006	2	0	94	6	3,385
Transit Person Trips	-	-	46	323	111	5	25	209	108	241	1	0	55	4	1,128
Walk/Other Person Trips	-	-	66	415	143	6	136	1,122	580	1,293	0	0	81	6	3,849
Total Person Trips	22	22	189	1,273	437	18	267	2,204	1,140	2,540	3	1	230	16	8,362
Vehicle Trips	20	20	30	220	76	3	39	321	166	370	1	0	36	2	1,306
All Origins															
Auto Person Trips	1,575	1,539	601	6,900	2,368	100	540	4,457	2,434	4,846	105	107	719	56	26,348
Transit Person Trips	1,443	1,411	271	3,740	1,283	54	158	1,305	711	1,423	64	63	322	27	12,275
Walk/Other Person Trips	629	615	248	3,041	1,044	44	373	3,074	1,693	3,312	32	74	359	36	14,573
Total Person Trips	3,648	3,565	1,120	13,681	4,695	197	1,071	8,836	4,838	9,582	201	244	1,400	119	53,197
Vehicle Trips	1,433	1,401	290	3,837	1,317	55	267	2,202	1,205	2,390	68	47	328	25	14,865
Total Internal Person Trips	2,052	2,006	630	1,371	471	20	189	1,559	538	2,395	603	731	600	13	13,178
Person-trip reduction	36%	36%	36%	9%	9%	9%	15%	15%	10%	20%	75%	75%	30%	10%	20%
Average Vehicle Occupancy	1.10	1.10	2.08	1.80	1.80	1.80	2.02	2.02	2.02	2.03	1.56	2.25	2.19	2.28	1.77

Potrero Power Station Mixed-Use Development Project
Re-Phase Program without PG&E Site

EXTERNAL ONLY TRIPS - INBOUND AFTER ADJUSTMENT	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Weekday AM Peak Hour															
Superdistrict 1															
Auto Person Trips	39	38	2	24	17	0	0	2	1	1	0	0	1	0	125
Transit Person Trips	44	43	2	29	20	0	0	2	1	1	0	0	1	0	144
Walk/Other Person Trips	23	22	4	42	29	1	0	6	2	3	0	0	3	1	134
Total Person Trips	105	103	7	94	66	1	1	10	4	5	0	0	4	1	404
Vehicle Trips	35	34	1	18	12	0	0	1	1	1	0	0	0	0	105
Superdistrict 2															
Auto Person Trips	4	4	6	66	46	1	1	5	3	3	1	0	5	1	146
Transit Person Trips	4	4	4	63	45	1	1	3	4	1	1	0	3	0	135
Walk/Other Person Trips	2	2	2	13	9	0	0	3	0	2	0	0	3	0	37
Total Person Trips	10	10	12	142	100	2	3	11	7	6	2	0	10	1	318
Vehicle Trips	3	3	4	51	36	1	1	4	3	2	1	0	3	0	111
Superdistrict 3															
Auto Person Trips	11	11	6	86	61	1	1	15	4	7	5	1	3	1	214
Transit Person Trips	13	12	4	57	40	1	1	3	3	1	3	1	2	1	140
Walk/Other Person Trips	6	6	3	32	22	0	0	9	1	4	3	1	2	1	92
Total Person Trips	30	29	13	175	123	3	2	27	8	13	11	2	7	2	446
Vehicle Trips	10	10	3	65	45	1	1	8	3	4	2	0	1	0	154
Superdistrict 4															
Auto Person Trips	4	4	4	57	40	1	1	4	3	2	1	0	3	0	123
Transit Person Trips	4	4	2	39	28	1	1	1	2	1	1	0	1	0	86
Walk/Other Person Trips	2	2	1	6	4	0	0	1	0	0	0	0	1	0	18
Total Person Trips	10	10	7	102	71	1	2	6	6	3	1	0	5	1	226
Vehicle Trips	3	3	2	37	26	1	1	2	2	1	1	0	1	0	82
East Bay															
Auto Person Trips	9	9	7	97	68	1	2	5	5	2	1	0	4	1	212
Transit Person Trips	7	6	5	84	59	1	2	2	5	1	1	0	2	0	176
Walk/Other Person Trips	2	2	1	8	5	0	0	3	0	2	0	0	1	0	25
Total Person Trips	18	17	12	189	133	3	4	10	11	5	3	0	8	1	413
Vehicle Trips	8	8	3	46	33	1	1	2	3	1	1	0	2	0	109
North Bay															
Auto Person Trips	4	4	3	42	29	1	1	3	2	1	1	0	2	0	92
Transit Person Trips	1	1	1	16	11	0	0	1	1	0	0	0	0	0	34
Walk/Other Person Trips	-	-	0	2	1	0	0	1	0	1	0	0	0	0	6
Total Person Trips	5	5	4	60	42	1	1	5	3	2	1	0	2	0	132
Vehicle Trips	4	4	2	28	19	0	1	2	2	1	0	0	1	0	62
South Bay															
Auto Person Trips	21	21	9	160	113	2	4	10	9	5	2	0	5	1	363
Transit Person Trips	15	15	2	40	28	1	1	2	2	1	1	0	1	0	107
Walk/Other Person Trips	4	4	1	5	4	0	0	1	0	0	0	0	0	0	21
Total Person Trips	40	39	12	206	145	3	5	13	12	6	3	0	6	1	491
Vehicle Trips	19	19	7	139	98	2	3	5	8	2	2	0	2	0	307
Outside Bay Area															
Auto Person Trips	1	1	3	20	14	0	1	12	1	6	0	0	3	1	63
Transit Person Trips	-	-	2	14	10	0	0	3	1	1	0	0	2	0	33
Walk/Other Person Trips	-	-	2	9	6	0	0	15	0	7	0	0	3	0	44
Total Person Trips	1	1	7	43	30	1	1	30	1	14	0	0	9	1	139
Vehicle Trips	1	1	1	11	8	0	0	4	0	2	0	0	1	0	31
All Origins															
Auto Person Trips	92	90	40	553	389	8	11	57	29	27	10	1	27	4	1,338
Transit Person Trips	88	86	21	342	240	5	7	17	19	8	6	1	12	2	854
Walk/Other Person Trips	40	39	15	116	81	2	2	39	4	19	4	1	13	3	377
Total Person Trips	220	215	76	1,010	711	15	20	112	52	54	20	3	52	9	2,569
Vehicle Trips	84	82	24	394	277	6	8	29	21	14	7	1	12	2	961

Potrero Power Station Mixed-Use Development Project
Re-Phase Program without PG&E Site

EXTERNAL ONLY TRIPS - OUTBOUND AFTER ADJUSTMENT	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Weekday AM Peak Hour															
Superdistrict 1															
Auto Person Trips	77	75	1	5	3	0	0	2	-	1	0	0	1	0	166
Transit Person Trips	88	86	1	6	4	0	0	2	-	1	0	0	0	0	189
Walk/Other Person Trips	45	44	3	8	6	0	0	5	-	2	0	0	2	1	117
Total Person Trips	211	206	5	19	13	0	0	9	-	4	0	0	3	1	472
Vehicle Trips	70	69	1	3	2	0	0	1	-	1	0	0	0	0	147
Superdistrict 2															
Auto Person Trips	8	7	4	13	9	0	0	5	-	2	1	0	3	0	54
Transit Person Trips	9	8	3	13	9	0	0	3	-	1	1	0	2	0	49
Walk/Other Person Trips	4	4	1	3	2	0	0	3	-	1	0	0	2	0	21
Total Person Trips	21	20	8	29	20	0	1	11	-	5	1	0	6	1	124
Vehicle Trips	7	7	2	8	6	0	0	3	-	2	0	0	2	0	37
Superdistrict 3															
Auto Person Trips	22	22	4	17	12	0	0	14	-	7	3	1	2	1	106
Transit Person Trips	25	25	2	11	8	0	0	3	-	1	2	1	1	0	81
Walk/Other Person Trips	13	13	2	6	5	0	0	8	-	4	3	1	1	0	56
Total Person Trips	60	59	8	35	25	1	0	25	-	12	8	2	4	2	242
Vehicle Trips	20	20	2	10	7	0	0	7	-	3	2	0	1	0	73
Superdistrict 4															
Auto Person Trips	8	7	3	11	8	0	0	4	-	2	1	0	2	0	45
Transit Person Trips	9	8	2	8	6	0	0	1	-	1	0	0	1	0	36
Walk/Other Person Trips	4	4	1	1	1	0	0	1	-	0	0	0	1	0	13
Total Person Trips	21	20	5	21	14	0	0	6	-	3	1	0	3	0	94
Vehicle Trips	7	7	1	6	4	0	0	2	-	1	0	0	1	0	30
East Bay															
Auto Person Trips	18	17	4	20	14	0	0	5	-	2	1	0	3	0	84
Transit Person Trips	13	13	3	17	12	0	0	2	-	1	1	0	1	0	64
Walk/Other Person Trips	4	4	1	2	1	0	0	3	-	1	0	0	1	0	17
Total Person Trips	35	34	8	38	27	1	1	10	-	5	2	0	5	1	166
Vehicle Trips	16	16	2	7	5	0	0	2	-	1	0	0	1	0	51
North Bay															
Auto Person Trips	8	8	2	8	6	0	0	3	-	1	0	0	1	0	38
Transit Person Trips	2	2	1	3	2	0	0	1	-	0	0	0	0	0	12
Walk/Other Person Trips	-	-	0	0	0	0	0	1	-	1	0	0	0	0	3
Total Person Trips	10	10	3	12	8	0	0	5	-	2	1	0	1	0	53
Vehicle Trips	7	7	1	4	3	0	0	2	-	1	0	0	1	0	26
South Bay															
Auto Person Trips	42	41	6	32	23	0	1	9	-	4	2	0	3	0	165
Transit Person Trips	30	29	1	8	6	0	0	1	-	1	0	0	1	0	78
Walk/Other Person Trips	8	8	0	1	1	0	0	1	-	0	0	0	0	0	21
Total Person Trips	81	79	8	42	29	1	1	12	-	6	2	0	4	1	264
Vehicle Trips	38	37	4	22	15	0	0	4	-	2	1	0	1	0	128
Outside Bay Area															
Auto Person Trips	2	2	2	4	3	0	0	11	-	5	0	0	2	0	32
Transit Person Trips	-	-	1	3	2	0	0	3	-	1	0	0	1	0	12
Walk/Other Person Trips	-	-	2	2	1	0	0	14	-	7	0	0	2	0	28
Total Person Trips	2	2	5	9	6	0	0	28	-	13	0	0	5	1	72
Vehicle Trips	2	2	1	2	1	0	0	4	-	2	0	0	1	0	15
All Origins															
Auto Person Trips	184	180	26	112	79	2	2	53	-	25	8	1	17	3	691
Transit Person Trips	177	173	14	69	49	1	1	16	-	7	5	1	8	1	520
Walk/Other Person Trips	80	78	10	23	16	0	0	36	-	17	3	1	8	2	276
Total Person Trips	441	431	50	204	143	3	4	105	-	50	15	2	33	6	1,488
Vehicle Trips	167	164	13	63	44	1	1	26	-	12	4	0	7	1	505

Potrero Power Station Mixed-Use Development Project
Re-Phase Program without PG&E Site

EXTERNAL ONLY TRIPS - INBOUND AFTER ADJUSTMENT	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Weekday PM Peak Hour															
Superdistrict 1															
Auto Person Trips	75	74	1	4	3	0	1	6	6	10	0	0	2	0	182
Transit Person Trips	86	84	1	5	3	0	1	5	5	8	0	0	1	0	199
Walk/Other Person Trips	44	43	1	7	4	0	2	15	14	23	0	0	4	0	160
Total Person Trips	206	202	3	15	10	0	4	26	25	41	0	0	7	1	540
Vehicle Trips	69	67	0	2	1	0	1	4	4	6	0	0	1	0	155
Superdistrict 2															
Auto Person Trips	9	9	5	13	8	0	2	14	10	22	1	0	9	0	103
Transit Person Trips	11	10	4	12	8	0	1	7	5	12	1	0	5	0	76
Walk/Other Person Trips	5	5	2	2	2	0	1	9	6	13	0	0	4	0	50
Total Person Trips	25	25	11	27	18	0	4	30	21	47	1	0	18	1	230
Vehicle Trips	8	8	4	8	5	0	1	9	6	14	0	0	4	0	69
Superdistrict 3															
Auto Person Trips	22	21	2	14	9	0	6	40	39	63	3	7	5	1	234
Transit Person Trips	25	24	1	9	6	0	1	8	8	13	2	4	3	0	106
Walk/Other Person Trips	13	12	1	5	3	0	3	22	22	35	3	6	4	0	130
Total Person Trips	59	58	5	29	19	0	11	71	69	111	8	17	12	1	469
Vehicle Trips	20	19	1	8	5	0	3	20	19	30	2	3	2	0	133
Superdistrict 4															
Auto Person Trips	9	9	4	11	7	0	2	10	7	16	1	0	5	0	81
Transit Person Trips	11	10	3	8	5	0	0	3	2	5	0	0	2	0	50
Walk/Other Person Trips	5	5	1	1	1	0	0	2	2	3	0	0	2	0	23
Total Person Trips	25	25	7	20	13	0	2	16	11	24	1	0	9	0	153
Vehicle Trips	8	8	2	6	4	0	1	6	4	9	0	0	2	0	51
East Bay															
Auto Person Trips	21	21	7	19	12	0	2	13	9	20	1	0	8	0	133
Transit Person Trips	16	16	5	16	10	0	1	6	5	10	1	0	4	0	91
Walk/Other Person Trips	5	5	1	1	1	0	1	8	6	13	0	0	2	0	44
Total Person Trips	43	42	13	36	24	1	4	27	19	43	2	0	13	1	268
Vehicle Trips	20	19	3	7	5	0	1	6	4	9	0	0	3	0	77
North Bay															
Auto Person Trips	10	9	3	8	5	0	1	8	5	12	0	0	3	0	65
Transit Person Trips	3	3	1	3	2	0	0	2	2	4	0	0	0	0	20
Walk/Other Person Trips	-	-	0	0	0	0	0	3	2	5	0	0	1	0	13
Total Person Trips	12	12	4	12	7	0	2	13	9	21	1	0	4	0	98
Vehicle Trips	9	9	2	4	3	0	1	4	3	7	0	0	2	0	42
South Bay															
Auto Person Trips	51	50	11	31	20	0	4	26	19	41	2	0	9	0	265
Transit Person Trips	37	36	3	8	5	0	1	4	3	6	0	0	2	0	104
Walk/Other Person Trips	10	10	0	1	1	0	0	2	2	4	0	0	1	0	32
Total Person Trips	98	96	14	40	26	1	5	33	23	52	2	1	11	0	400
Vehicle Trips	47	46	8	21	14	0	2	12	9	19	1	0	4	0	183
Outside Bay Area															
Auto Person Trips	3	3	2	4	3	0	5	31	22	48	0	0	6	0	126
Transit Person Trips	-	-	1	3	2	0	1	7	5	12	0	0	4	0	35
Walk/Other Person Trips	-	-	2	2	1	0	6	40	28	62	0	0	5	0	145
Total Person Trips	3	3	5	8	5	0	12	78	55	122	0	0	15	1	306
Vehicle Trips	2	2	1	2	1	0	2	11	8	17	0	0	2	0	49
All Origins															
Auto Person Trips	200	196	35	103	67	1	22	149	117	233	8	8	46	3	1,188
Transit Person Trips	188	183	20	63	41	1	7	44	34	68	5	5	21	1	680
Walk/Other Person Trips	83	82	8	20	13	0	15	102	81	159	3	6	23	2	597
Total Person Trips	471	461	63	187	121	3	44	294	232	460	16	19	90	5	2,465
Vehicle Trips	182	178	22	58	37	1	11	72	56	112	4	4	20	1	758

Potrero Power Station Mixed-Use Development Project
Re-Phase Program without PG&E Site

EXTERNAL ONLY TRIPS - TOTAL BOTH WAYS AFTER ADJUSTMENT	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Weekday Daily															
Auto Person Trips															
Superdistrict 1	529	517	12	400	137	6	26	215	129	208	1	0	25	4	2,209
Superdistrict 2	79	78	120	987	339	14	48	399	206	459	9	1	139	9	2,888
Superdistrict 3	151	148	39	1,348	463	19	165	1,357	814	1,315	38	96	81	13	6,046
Superdistrict 4	79	78	70	659	226	10	34	284	147	328	9	1	78	5	2,009
East Bay	186	182	107	1,053	362	15	44	360	186	415	15	2	117	8	3,053
North Bay	83	81	44	439	150	6	27	219	113	252	7	1	47	3	1,473
South Bay	444	434	131	1,480	508	21	91	749	387	863	26	4	137	9	5,285
Outside of Bay Area	22	22	78	535	183	8	106	873	451	1,006	2	0	94	6	3,385
All Origins	1,575	1,539	601	6,900	2,368	100	540	4,457	2,434	4,846	105	107	719	56	26,348
Transit Person Trips															
Superdistrict 1	607	593	10	388	133	6	20	163	98	158	1	0	21	3	2,201
Superdistrict 2	91	89	66	666	229	10	25	208	108	240	10	1	72	5	1,820
Superdistrict 3	173	169	23	830	285	12	33	274	164	265	22	57	48	7	2,364
Superdistrict 4	91	89	35	377	129	5	11	91	47	105	6	1	36	2	1,027
East Bay	138	135	60	722	248	10	22	181	94	209	14	2	60	4	1,899
North Bay	25	24	7	114	39	2	8	63	33	73	3	0	6	0	398
South Bay	318	311	24	320	110	5	14	114	59	132	7	1	24	1	1,439
Outside of Bay Area	-	-	46	323	111	5	25	209	108	241	1	0	55	4	1,128
All Origins	1,443	1,411	271	3,740	1,283	54	158	1,305	711	1,423	64	63	322	27	12,275
Walk/Other Person Trips															
Superdistrict 1	312	305	32	964	331	14	60	495	297	479	1	0	69	11	3,370
Superdistrict 2	47	46	55	373	128	5	30	244	126	281	1	0	67	5	1,407
Superdistrict 3	89	87	28	811	278	12	92	755	453	731	28	73	60	10	3,506
Superdistrict 4	47	46	23	156	54	2	8	63	33	73	1	0	28	2	534
East Bay	46	45	26	182	63	3	28	233	121	269	1	0	31	2	1,049
North Bay	-	-	8	54	18	1	11	91	47	105	0	0	9	1	345
South Bay	89	87	11	86	30	1	9	70	36	81	1	0	13	1	514
Outside of Bay Area	-	-	66	415	143	6	136	1,122	580	1,293	0	0	81	6	3,849
All Origins	629	615	248	3,041	1,044	44	373	3,074	1,693	3,312	32	74	359	36	14,573
Total Person Trips															
Superdistrict 1	1,448	1,415	54	1,751	601	25	106	873	524	846	2	1	116	18	7,779
Superdistrict 2	217	212	242	2,026	695	29	103	850	440	980	20	3	279	19	6,115
Superdistrict 3	414	404	89	2,989	1,026	43	289	2,386	1,431	2,311	88	226	189	29	11,916
Superdistrict 4	217	212	128	1,192	409	17	53	439	227	506	15	2	143	9	3,570
East Bay	371	363	193	1,958	672	28	94	775	401	893	30	4	208	13	6,002
North Bay	108	106	58	606	208	9	45	374	193	430	9	1	63	4	2,215
South Bay	850	831	166	1,887	648	27	113	934	483	1,076	33	5	173	11	7,237
Outside of Bay Area	22	22	189	1,273	437	18	267	2,204	1,140	2,540	3	1	230	16	8,362
All Origins	3,648	3,565	1,120	13,681	4,695	197	1,071	8,836	4,838	9,582	201	244	1,400	119	53,197
Vehicle Trips															
Superdistrict 1	482	471	6	224	77	3	16	130	78	125	0	0	12	2	1,626
Superdistrict 2	72	71	64	586	201	8	32	260	135	300	7	1	71	5	1,813
Superdistrict 3	138	134	18	724	248	10	82	673	404	652	19	40	35	5	3,183
Superdistrict 4	72	71	34	357	123	5	20	167	86	193	6	1	36	2	1,173
East Bay	170	166	44	455	156	7	21	171	88	197	7	1	47	3	1,532
North Bay	76	74	24	255	88	4	15	122	63	141	4	1	25	2	892
South Bay	404	395	71	1,015	348	15	43	358	185	412	22	3	65	4	3,340
Outside of Bay Area	20	20	30	220	76	3	39	321	166	370	1	0	36	2	1,306
All Origins	1,433	1,401	290	3,837	1,317	55	267	2,202	1,205	2,390	68	47	328	25	14,865

Potrero Power Station Mixed-Use Development Project
Re-Phase Program without PG&E Site

EXTERNAL ONLY TRIPS - OUTBOUND AFTER ADJUSTMENT	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Weekday PM Peak Hour															
Superdistrict 1															
Auto Person Trips	38	37	1	19	13	0	1	7	7	11	0	0	2	0	135
Transit Person Trips	43	42	1	23	15	0	1	5	5	8	0	0	1	0	146
Walk/Other Person Trips	22	22	1	34	22	0	2	16	15	25	0	0	5	0	165
Total Person Trips	103	101	3	77	49	1	4	28	27	44	0	0	8	1	446
Vehicle Trips	34	34	0	14	9	0	1	4	4	7	0	0	1	0	109
Superdistrict 2															
Auto Person Trips	5	4	5	63	41	1	2	15	11	24	1	0	10	0	182
Transit Person Trips	5	5	4	60	39	1	1	8	6	12	1	0	5	0	149
Walk/Other Person Trips	3	3	2	12	8	0	1	9	7	15	0	0	5	0	64
Total Person Trips	13	12	11	136	88	2	5	32	23	51	2	0	19	1	395
Vehicle Trips	4	4	4	48	31	1	1	10	7	16	1	0	5	0	133
Superdistrict 3															
Auto Person Trips	11	11	2	70	45	1	6	43	42	68	5	8	6	1	319
Transit Person Trips	12	12	1	46	30	1	1	9	9	14	3	5	3	0	146
Walk/Other Person Trips	6	6	1	26	17	0	4	24	24	38	3	6	4	0	160
Total Person Trips	29	29	5	142	92	2	11	76	74	120	11	18	13	1	625
Vehicle Trips	10	10	1	52	34	1	3	22	21	35	2	3	3	0	198
Superdistrict 4															
Auto Person Trips	5	4	4	54	35	1	2	11	8	17	1	0	5	0	146
Transit Person Trips	5	5	3	38	24	1	1	3	2	5	1	0	3	0	91
Walk/Other Person Trips	3	3	1	5	4	0	0	2	2	4	0	0	2	0	25
Total Person Trips	13	12	7	97	63	1	2	17	12	26	1	0	10	0	262
Vehicle Trips	4	4	2	36	23	1	1	6	5	10	1	0	3	0	96
East Bay															
Auto Person Trips	11	11	7	93	60	1	2	14	10	22	1	0	8	0	239
Transit Person Trips	8	8	5	80	52	1	1	7	5	11	1	0	4	0	184
Walk/Other Person Trips	3	3	1	7	5	0	1	9	6	14	0	0	2	0	51
Total Person Trips	21	21	13	180	116	3	4	29	21	46	3	1	15	1	474
Vehicle Trips	10	10	3	44	29	1	1	7	5	10	1	0	3	0	123
North Bay															
Auto Person Trips	5	5	3	40	26	1	1	8	6	13	1	0	3	0	111
Transit Person Trips	1	1	1	15	10	0	0	2	2	4	0	0	0	0	38
Walk/Other Person Trips	-	-	0	2	1	0	1	3	2	5	0	0	1	0	16
Total Person Trips	6	6	4	57	37	1	2	14	10	22	1	0	4	0	165
Vehicle Trips	4	4	2	26	17	0	1	5	3	8	0	0	2	0	73
South Bay															
Auto Person Trips	26	25	11	153	99	2	4	28	20	45	2	0	10	0	426
Transit Person Trips	18	18	3	38	25	1	1	4	3	7	1	0	2	0	119
Walk/Other Person Trips	5	5	0	5	3	0	0	3	2	4	0	0	1	0	29
Total Person Trips	49	48	14	196	127	3	5	35	25	56	3	1	12	0	574
Vehicle Trips	23	23	8	133	86	2	2	14	10	22	2	0	5	0	329
Outside Bay Area															
Auto Person Trips	1	1	2	19	13	0	5	33	23	52	0	0	7	0	158
Transit Person Trips	-	-	1	13	8	0	1	8	6	13	0	0	4	0	54
Walk/Other Person Trips	-	-	2	8	5	0	6	42	30	67	0	0	6	0	167
Total Person Trips	1	1	5	41	26	1	12	83	59	132	0	0	16	1	379
Vehicle Trips	1	1	1	11	7	0	2	12	9	20	0	0	3	0	67
All Origins															
Auto Person Trips	100	98	35	512	331	7	24	158	127	252	10	9	50	3	1,717
Transit Person Trips	94	92	20	314	203	5	7	47	37	74	6	5	22	1	926
Walk/Other Person Trips	42	41	8	100	65	1	16	108	88	172	4	6	25	2	678
Total Person Trips	236	230	63	926	598	13	47	313	252	498	21	20	98	5	3,321
Vehicle Trips	91	89	22	365	236	5	12	80	64	127	7	4	24	1	1,127

Potrero Power Station Mixed-Use Development Project
Re-Phase Program without PG&E Site

EXTERNAL ONLY TRIPS - TOTAL BOTH WAYS AFTER ADJUSTMENT	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Weekday AM Peak Hour															
Auto Person Trips															
Superdistrict 1	116	113	3	29	20	0	0	5	1	2	0	0	2	1	292
Superdistrict 2	11	11	10	79	56	1	2	10	3	5	1	0	8	1	200
Superdistrict 3	33	32	10	104	73	1	1	30	4	14	8	2	5	2	319
Superdistrict 4	11	11	7	68	48	1	1	7	3	4	1	0	5	1	168
East Bay	27	26	11	117	82	2	2	9	5	4	2	0	7	1	296
North Bay	12	12	5	50	35	1	1	6	2	3	1	0	3	0	130
South Bay	63	62	16	193	136	3	4	20	9	9	4	0	8	1	528
Outside of Bay Area	3	3	5	24	17	0	1	23	1	11	0	0	6	1	96
All Origins	276	270	66	664	467	10	13	110	29	52	18	2	44	7	2,030
Transit Person Trips															
Superdistrict 1	133	130	3	34	24	0	0	4	1	2	0	0	1	0	333
Superdistrict 2	13	13	7	76	54	1	2	5	4	3	1	0	4	1	183
Superdistrict 3	38	37	6	68	48	1	1	6	3	3	5	1	3	1	221
Superdistrict 4	13	13	4	47	33	1	1	2	2	1	1	0	2	0	121
East Bay	20	19	8	101	71	1	2	5	5	2	2	0	4	0	240
North Bay	4	3	1	19	13	0	0	2	1	1	0	0	0	0	46
South Bay	45	44	3	48	34	1	1	3	2	1	1	0	1	0	186
Outside of Bay Area	-	-	3	16	12	0	0	5	1	3	0	0	3	0	44
All Origins	265	259	35	410	289	6	8	32	19	15	11	1	20	3	1,374
Walk/Other Person Trips															
Superdistrict 1	68	67	7	50	35	1	1	11	2	5	0	0	4	1	251
Superdistrict 2	7	7	4	15	11	0	0	6	0	3	0	0	4	1	58
Superdistrict 3	19	19	6	38	27	1	0	17	1	8	6	1	4	1	148
Superdistrict 4	7	7	2	7	5	0	0	2	0	1	0	0	2	0	31
East Bay	7	6	2	9	7	0	0	6	0	3	0	0	2	0	43
North Bay	-	-	1	3	2	0	0	2	0	1	0	0	1	0	9
South Bay	13	12	1	7	5	0	0	2	0	1	0	0	1	0	41
Outside of Bay Area	-	-	4	10	7	0	1	29	0	14	0	0	5	1	71
All Origins	120	117	25	139	98	2	2	75	4	36	7	1	22	5	653
Total Person Trips															
Superdistrict 1	316	309	12	113	80	2	1	19	4	9	0	0	7	2	876
Superdistrict 2	31	30	21	171	120	2	3	22	7	11	3	0	17	2	441
Superdistrict 3	90	88	21	211	148	3	3	53	8	25	19	4	11	4	688
Superdistrict 4	31	30	12	122	86	2	3	11	6	5	2	0	9	1	321
East Bay	53	52	21	227	160	3	5	20	11	10	4	0	13	2	579
North Bay	15	15	6	72	51	1	2	10	3	5	1	0	4	1	186
South Bay	121	118	20	247	174	4	6	24	12	12	5	0	10	1	755
Outside of Bay Area	3	3	12	51	36	1	2	58	1	27	1	0	14	2	211
All Origins	661	646	126	1,214	854	18	23	218	52	104	36	5	85	15	4,057
Vehicle Trips															
Superdistrict 1	105	103	2	20	14	0	0	3	1	1	0	0	1	0	251
Superdistrict 2	10	10	6	59	41	1	1	7	3	3	1	0	4	1	147
Superdistrict 3	30	29	5	75	53	1	1	15	3	7	4	1	2	1	227
Superdistrict 4	10	10	4	43	30	1	1	4	2	2	1	0	2	0	111
East Bay	24	24	5	54	38	1	1	4	3	2	1	0	3	0	160
North Bay	11	11	3	32	22	0	1	3	2	2	1	0	2	0	88
South Bay	57	56	11	161	113	2	4	9	8	4	3	0	4	0	434
Outside of Bay Area	3	3	2	13	9	0	0	8	0	4	0	0	2	0	46
All Origins	251	246	38	457	321	7	9	54	21	26	11	1	20	3	1,465

Potrero Power Station Mixed-Use Development Project
Re-Phase Program without PG&E Site

EXTERNAL ONLY TRIPS - TOTAL BOTH WAYS AFTER ADJUSTMENT	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Weekday PM Peak Hour															
Auto Person Trips															
Superdistrict 1	113	111	1	23	15	0	2	13	13	21	0	0	3	0	317
Superdistrict 2	14	13	11	76	49	1	4	29	21	46	1	0	19	1	285
Superdistrict 3	32	32	5	84	55	1	12	83	81	131	8	15	11	1	553
Superdistrict 4	14	13	8	65	42	1	3	21	15	33	1	0	11	0	227
East Bay	32	32	14	111	72	2	4	26	19	42	2	1	16	1	372
North Bay	14	14	6	48	31	1	2	16	11	25	1	0	6	0	177
South Bay	77	75	21	184	119	3	8	55	39	86	4	1	18	1	691
Outside of Bay Area	4	4	5	23	15	0	10	64	45	101	0	0	13	1	284
All Origins	300	293	71	616	398	9	46	307	243	485	18	17	96	5	2,905
Transit Person Trips															
Superdistrict 1	130	127	1	28	18	0	1	10	10	16	0	0	3	0	345
Superdistrict 2	16	15	9	73	47	1	2	15	11	24	2	0	10	0	225
Superdistrict 3	37	36	3	56	36	1	3	17	16	27	5	9	6	1	252
Superdistrict 4	16	15	5	45	29	1	1	7	5	11	1	0	5	0	141
East Bay	24	23	11	96	62	1	2	13	9	21	2	0	8	0	274
North Bay	4	4	2	18	12	0	1	5	3	7	0	0	1	0	58
South Bay	55	54	5	46	30	1	1	8	6	13	1	0	3	0	223
Outside of Bay Area	-	-	3	16	10	0	2	15	11	24	0	0	7	0	89
All Origins	281	275	39	377	244	5	13	90	71	142	11	10	43	2	1,606
Walk/Other Person Trips															
Superdistrict 1	67	65	3	41	26	1	5	30	30	48	0	0	9	1	325
Superdistrict 2	8	8	3	15	9	0	3	18	13	28	0	0	9	0	114
Superdistrict 3	19	19	2	31	20	0	7	46	45	73	6	11	8	1	289
Superdistrict 4	8	8	1	7	4	0	1	5	3	7	0	0	4	0	48
East Bay	8	8	2	9	6	0	3	17	12	27	0	0	4	0	95
North Bay	-	-	0	2	2	0	1	7	5	10	0	0	1	0	29
South Bay	15	15	1	6	4	0	1	5	4	8	0	0	2	0	61
Outside of Bay Area	-	-	3	10	6	0	12	82	58	129	0	0	11	1	312
All Origins	125	122	16	120	78	2	31	210	169	331	7	12	48	3	1,274
Total Person Trips															
Superdistrict 1	309	302	5	92	59	1	8	54	52	85	0	0	16	2	986
Superdistrict 2	38	37	23	163	105	2	9	62	44	98	3	1	37	2	624
Superdistrict 3	88	86	10	171	111	2	22	146	143	231	19	35	25	3	1,094
Superdistrict 4	38	37	15	117	75	2	5	32	23	51	2	1	19	1	416
East Bay	64	63	26	217	140	3	8	57	40	89	5	1	28	1	742
North Bay	19	18	8	69	44	1	4	27	19	43	1	0	8	0	263
South Bay	147	144	27	236	153	3	10	68	48	108	5	1	23	1	975
Outside of Bay Area	4	4	11	49	32	1	24	161	114	254	1	0	31	1	685
All Origins	707	691	125	1,113	719	16	91	607	484	958	36	39	188	11	5,786
Vehicle Trips															
Superdistrict 1	103	101	1	17	11	0	1	8	8	13	0	0	2	0	263
Superdistrict 2	13	12	7	56	36	1	3	19	13	30	1	0	10	0	202
Superdistrict 3	29	29	3	61	39	1	6	41	40	65	4	6	5	0	331
Superdistrict 4	13	12	5	41	27	1	2	12	9	19	1	0	5	0	146
East Bay	29	29	6	51	33	1	2	12	9	20	1	0	6	0	200
North Bay	13	13	4	31	20	0	1	9	6	14	1	0	3	0	115
South Bay	70	68	17	154	99	2	4	26	18	41	3	1	9	0	513
Outside of Bay Area	4	3	2	12	8	0	4	23	17	37	0	0	5	0	115
All Origins	273	267	44	423	273	6	23	151	121	239	11	8	44	2	1,886

Individual Land Use Trip Generation Calculations

Potrero Power Station Mixed-Use Development Project

Re-Phase Program without PG&E Site

LAND USE: RESIDENTIAL Studio/1-Bedroom (WORK TRIPS)

Proposed Size: 760 units				AM PEAK HOUR		PM PEAK HOUR	
DAILY							
Person-trip Generation Rate [1]:	7.5 trips/unit	Person-trip Gen Rate:	14.2% [5]	1.1	17.3% [1]	1.3	
Total Person Trips:	5,699 person-trips	Total Person-trips:		811		986	
Work Trips [2]:	33%	Work Person-trips:	50% [6]	406	50% [2]	493	

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [4]	Average Vehicle Occupancy [4]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 53.4%	Auto	36.5%	1.10	367	334	79	72	96	88
	Transit	41.9%		421		91		110	
	Walk	9.3%		93		20		24	
	Other	12.3%		123		27		32	
	All Modes	100.0%		1,004	334	217	72	263	88
SF Superdistrict 2 3.8%	Auto	36.5%	1.10	26	24	6	5	7	6
	Transit	41.9%		30		6		8	
	Walk	9.3%		7		1		2	
	Other	12.3%		9		2		2	
	All Modes	100.0%		72	24	15	5	19	6
SF Superdistrict 3 15.3%	Auto	36.5%	1.10	105	95	23	21	27	25
	Transit	41.9%		120		26		32	
	Walk	9.3%		27		6		9	
	Other	12.3%		35		8		7	
	All Modes	100.0%		287	95	62	21	75	25
SF Superdistrict 4 3.8%	Auto	36.5%	1.10	26	24	6	5	7	6
	Transit	41.9%		30		6		8	
	Walk	9.3%		7		1		2	
	Other	12.3%		9		2		2	
	All Modes	100.0%		72	24	15	5	19	6
East Bay 6.5%	Auto	50.3%	1.10	62	56	13	12	16	15
	Transit	37.3%		46		10		12	
	Walk	0.0%		0		0		0	
	Other	12.4%		15		3		4	
	All Modes	100.0%		122	56	26	12	32	15
North Bay 1.9%	Auto	76.9%	1.10	27	25	6	5	7	7
	Transit	23.1%		8		2		2	
	Walk	0.0%		0		0		0	
	Other	0.0%		0		0		0	
	All Modes	100.0%		36	25	8	5	9	7
South Bay 14.9%	Auto	52.2%	1.10	146	133	32	29	38	35
	Transit	37.4%		105		23		27	
	Walk	0.0%		0		0		0	
	Other	10.4%		29		6		8	
	All Modes	100.0%		281	133	60	29	74	35
Out of Region 0.4%	Auto	100.0%	1.10	7	7	2	1	2	2
	Transit	0.0%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	0.0%		0		0		0	
	All Modes	100.0%		7	7	2	1	2	2
All Origins 100.0%	Auto	40.8%	1.10	767	698	165	151	201	183
	Transit	40.4%		760		164		199	
	Walk	7.1%		133		29		35	
	Other	11.7%		221		48		58	
	All Modes	100.0%		1,881	698	406	151	493	183

Notes:

- [1] SF Guidelines, Appendix C - Table C-1 (Residential)
 [2] SF Guidelines, Appendix C - Table C-2 (Residential)
 [3] 1990 and 2000 U.S. census (Tracts 226 and 227)
 [4] 2011-2015 American Community Survey 5-Year Estimate (Tract 226)
 [5] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines
 [6] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines

PPS Trip Generation Re-Phasing 13.xlsx

Potrero Power Station Mixed-Use Development Project

Re-Phase Program without PG&E Site

LAND USE: RESIDENTIAL Studio/1-Bedroom (NON-WORK TRIPS)

Proposed Size: 760 units				AM PEAK HOUR		PM PEAK HOUR	
DAILY							
Person-trip Generation Rate [1]:	7.5 trips/unit	Person-trip Gen Rate:	14.2% [5]	1.1	17.3% [1]	1.3	
Total Person Trips:	5,699 person-trips	Total Person-trips:		811		986	
Non-Work Trips [2]:	67%	Non-Work Person-trips:	50% [6]	406	50% [2]	493	

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [4]	Average Vehicle Occupancy [4]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 53.4%	Auto	36.5%	1.10	745	678	79	72	96	88
	Transit	41.9%		854		91		110	
	Walk	9.3%		189		20		24	
	Other	12.3%		250		27		32	
	All Modes	100.0%		2,039	678	217	72	263	88
SF Superdistrict 2 3.8%	Auto	36.5%	1.10	53	48	6	5	7	6
	Transit	41.9%		61		6		8	
	Walk	9.3%		13		1		2	
	Other	12.3%		18		2		2	
	All Modes	100.0%		146	48	15	5	19	6
SF Superdistrict 3 15.3%	Auto	36.5%	1.10	213	194	23	21	27	25
	Transit	41.9%		244		26		32	
	Walk	9.3%		54		6		7	
	Other	12.3%		72		8		9	
	All Modes	100.0%		583	194	62	21	75	25
SF Superdistrict 4 3.8%	Auto	36.5%	1.10	53	48	6	5	7	6
	Transit	41.9%		61		6		8	
	Walk	9.3%		13		1		2	
	Other	12.3%		18		2		2	
	All Modes	100.0%		146	48	15	5	19	6
East Bay 6.5%	Auto	50.3%	1.10	125	114	13	12	16	15
	Transit	37.3%		93		10		12	
	Walk	0.0%		0		0		0	
	Other	12.4%		31		3		4	
	All Modes	100.0%		248	114	26	12	32	15
North Bay 1.9%	Auto	76.9%	1.10	56	51	6	5	7	7
	Transit	23.1%		17		2		2	
	Walk	0.0%		0		0		0	
	Other	0.0%		0		0		0	
	All Modes	100.0%		72	51	8	5	9	7
South Bay 14.9%	Auto	52.2%	1.10	297	271	32	29	38	35
	Transit	37.4%		213		23		27	
	Walk	0.0%		0		0		0	
	Other	10.4%		59		6		8	
	All Modes	100.0%		570	271	60	29	74	35
Out of Region 0.4%	Auto	100.0%	1.10	15	14	2	1	2	2
	Transit	0.0%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	0.0%		0		0		0	
	All Modes	100.0%		15	14	2	1	2	2
All Origins 100.0%	Auto	40.8%	1.10	1,558	1,418	165	151	201	183
	Transit	40.4%		1,543		164		199	
	Walk	7.1%		270		29		35	
	Other	11.7%		448		48		58	
	All Modes	100.0%		3,819	1,418	406	151	493	183

Notes:

- [1] SF Guidelines, Appendix C - Table C-1 (Residential)
 [2] SF Guidelines, Appendix C - Table C-2 (Residential)
 [3] 1990 and 2000 U.S. census (Tracts 226 and 227)
 [4] 2011-2015 American Community Survey 5-Year Estimate (Tract 226)
 [5] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines
 [6] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines

Printed on 8/7/2020

Potrero Power Station Mixed-Use Development Project

Re-Phase Program without PG&E Site

LAND USE: RESIDENTIAL 2 or more bedrooms (WORK TRIPS)

Proposed Size: 557 units				AM PEAK HOUR		PM PEAK HOUR	
DAILY							
Person-trip Generation Rate [1]:	10.0 trips/unit	Person-trip Gen Rate:	14.2% [5]	1.4	17.3% [1]	1.7	
Total Person Trips:	5,571 person-trips	Total Person-trips:		793		964	
Work Trips [2]:	33%	Work Person-trips:	50% [6]	396	50% [2]	482	

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [4]	Average Vehicle Occupancy [4]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 53.4%	Auto	36.5%	1.10	359	327	77	70	94	86
	Transit	41.9%		411		89		108	
	Walk	9.3%		91		20		24	
	Other	12.3%		121		26		32	
	All Modes	100.0%		982	327	212	70	257	86
SF Superdistrict 2 3.8%	Auto	36.5%	1.10	26	23	6	5	7	6
	Transit	41.9%		29		6		8	
	Walk	9.3%		6		1		2	
	Other	12.3%		9		2		2	
	All Modes	100.0%		70	23	15	5	18	6
SF Superdistrict 3 15.3%	Auto	36.5%	1.10	103	93	22	20	27	24
	Transit	41.9%		118		25		31	
	Walk	9.3%		26		6		7	
	Other	12.3%		34		7		9	
	All Modes	100.0%		280	93	60	20	74	24
SF Superdistrict 4 3.8%	Auto	36.5%	1.10	26	23	6	5	7	6
	Transit	41.9%		29		6		8	
	Walk	9.3%		6		1		2	
	Other	12.3%		9		2		2	
	All Modes	100.0%		70	23	15	5	18	6
East Bay 6.5%	Auto	50.3%	1.10	60	55	13	12	16	14
	Transit	37.3%		45		10		12	
	Walk	0.0%		0		0		0	
	Other	12.4%		15		3		4	
	All Modes	100.0%		120	55	26	12	31	14
North Bay 1.9%	Auto	76.9%	1.10	27	24	6	5	7	6
	Transit	23.1%		8		2		2	
	Walk	0.0%		0		0		0	
	Other	0.0%		0		0		0	
	All Modes	100.0%		35	24	8	5	9	6
South Bay 14.9%	Auto	52.2%	1.10	143	130	31	28	38	34
	Transit	37.4%		102		22		27	
	Walk	0.0%		0		0		0	
	Other	10.4%		29		6		7	
	All Modes	100.0%		274	130	59	28	72	34
Out of Region 0.4%	Auto	100.0%	1.10	7	7	2	1	2	2
	Transit	0.0%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	0.0%		0		0		0	
	All Modes	100.0%		7	7	2	1	2	2
All Origins 100.0%	Auto	40.8%	1.10	750	682	162	147	197	179
	Transit	40.4%		743		160		195	
	Walk	7.1%		130		28		34	
	Other	11.7%		216		47		57	
	All Modes	100.0%		1,838	682	396	147	482	179

Notes:

[1] SF Guidelines, Appendix C - Table C-1 (Residential)

[2] SF Guidelines, Appendix C - Table C-2 (Residential)

[3] 1990 and 2000 U.S. census (Tracts 226 and 227)

[4] 2011-2015 American Community Survey 5-Year Estimate (Tract 226)

[5] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines

[6] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines

PPS Trip Generation Re-Phasing 13.xlsx

Potrero Power Station Mixed-Use Development Project

Re-Phase Program without PG&E Site

LAND USE: RESIDENTIAL 2 or more bedrooms (NON-WORK TRIPS)

Proposed Size: 557 units				AM PEAK HOUR		PM PEAK HOUR	
DAILY							
Person-trip Generation Rate [1]:	10.0 trips/unit	Person-trip Gen Rate:	14.2% [5]	1.4	17.3% [1]	1.7	
Total Person Trips:	5,571 person-trips	Total Person-trips:		793		964	
Non-Work Trips [2]:	67%	Non-Work Person-trips:	50% [6]	396	50% [2]	482	

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [4]	Average Vehicle Occupancy [4]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 53.4%	Auto	36.5%	1.10	729	663	77	70	94	86
	Transit	41.9%		835		89		108	
	Walk	9.3%		185		20		24	
	Other	12.3%		245		26		32	
	All Modes	100.0%		1,993	663	212	70	257	86
SF Superdistrict 2 3.8%	Auto	36.5%	1.10	52	47	6	5	7	6
	Transit	41.9%		60		6		8	
	Walk	9.3%		13		1		2	
	Other	12.3%		17		2		2	
	All Modes	100.0%		142	47	15	5	18	6
SF Superdistrict 3 15.3%	Auto	36.5%	1.10	208	189	22	20	27	24
	Transit	41.9%		239		25		31	
	Walk	9.3%		53		6		7	
	Other	12.3%		70		7		9	
	All Modes	100.0%		569	189	60	20	74	24
SF Superdistrict 4 3.8%	Auto	36.5%	1.10	52	47	6	5	7	6
	Transit	41.9%		60		6		8	
	Walk	9.3%		13		1		2	
	Other	12.3%		17		2		2	
	All Modes	100.0%		142	47	15	5	18	6
East Bay 6.5%	Auto	50.3%	1.10	122	111	13	12	16	14
	Transit	37.3%		91		10		12	
	Walk	0.0%		0		0		0	
	Other	12.4%		30		3		4	
	All Modes	100.0%		243	111	26	12	31	14
North Bay 1.9%	Auto	76.9%	1.10	54	50	6	5	7	6
	Transit	23.1%		16		2		2	
	Walk	0.0%		0		0		0	
	Other	0.0%		0		0		0	
	All Modes	100.0%		71	50	8	5	9	6
South Bay 14.9%	Auto	52.2%	1.10	291	265	31	28	38	34
	Transit	37.4%		208		22		27	
	Walk	0.0%		0		0		0	
	Other	10.4%		58		6		7	
	All Modes	100.0%		557	265	59	28	72	34
Out of Region 0.4%	Auto	100.0%	1.10	15	13	2	1	2	2
	Transit	0.0%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	0.0%		0		0		0	
	All Modes	100.0%		15	13	2	1	2	2
All Origins 100.0%	Auto	40.8%	1.10	1,523	1,386	162	147	197	179
	Transit	40.4%		1,508		160		195	
	Walk	7.1%		264		28		34	
	Other	11.7%		438		47		57	
	All Modes	100.0%		3,733	1,386	396	147	482	179

Notes:

[1] SF Guidelines, Appendix C - Table C-1 (Residential)

[2] SF Guidelines, Appendix C - Table C-2 (Residential)

[3] 1990 and 2000 U.S. census (Tracts 226 and 227)

[4] 2011-2015 American Community Survey 5-Year Estimate (Tract 226)

[5] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines

[6] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines

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Potrero Power Station Mixed-Use Development Project
Re-Phase Program without PG&E Site
LAND USE: HOTEL (WORK TRIPS)

Proposed Size: 250 rooms				AM PEAK HOUR		PM PEAK HOUR	
DAILY							
Person-trip Generation Rate [1]:	7.0 trips/room	Person-trip Gen Rate:	8.8% [4]	0.6	10.0% [1]	0.7	
Total Person Trips:	1,750 person-trips	Total Person-trips:		155		175	
Work Trips [2]:	12%	Work Person-trips:	40% [5]	62	60% [2]	105	

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 10.6%	Auto	26.8%	1.29	6	5	2	1	3	2
	Transit	34.7%		8		2		4	
	Walk	35.8%		8		2		4	
	Other	2.7%		1		0		0	
	All Modes	100.0%		22	5	7	1	11	2
SF Superdistrict 2 12.5%	Auto	45.6%	1.25	12	10	4	3	6	5
	Transit	49.1%		13		4		6	
	Walk	3.7%		1		0		0	
	Other	1.6%		0		0		0	
	All Modes	100.0%		26	10	8	3	13	5
SF Superdistrict 3 20.5%	Auto	51.3%	1.26	22	17	6	5	11	9
	Transit	34.6%		15		4		7	
	Walk	10.4%		4		1		2	
	Other	3.6%		2		0		1	
	All Modes	100.0%		43	17	13	5	21	9
SF Superdistrict 4 9.6%	Auto	55.8%	1.50	11	7	3	2	6	4
	Transit	40.9%		8		2		4	
	Walk	0.0%		0		0		0	
	Other	3.4%		1		0		0	
	All Modes	100.0%		20	7	6	2	10	4
East Bay 18.4%	Auto	50.9%	2.13	20	9	6	3	10	5
	Transit	46.4%		18		5		9	
	Walk	0.0%		0		0		0	
	Other	2.8%		1		0		1	
	All Modes	100.0%		39	9	11	3	19	5
North Bay 5.9%	Auto	69.1%	1.53	8	6	3	2	4	3
	Transit	28.6%		4		1		2	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		12	6	4	2	6	3
South Bay 20.6%	Auto	77.9%	1.15	34	29	10	9	17	15
	Transit	19.9%		9		3		4	
	Walk	0.0%		0		0		0	
	Other	2.2%		1		0		0	
	All Modes	100.0%		43	29	13	9	22	15
Out of Region 2.2%	Auto	55.9%	1.54	3	2	1	0	1	1
	Transit	41.5%		2		1		1	
	Walk	0.0%		0		0		0	
	Other	2.6%		0		0		0	
	All Modes	100.0%		5	2	1	0	2	1
All Origins 100.0%	Auto	55.0%	1.36	115	85	34	25	58	42
	Transit	36.0%		76		22		38	
	Walk	6.4%		13		4		7	
	Other	2.7%		6		2		3	
	All Modes	100.0%		210	85	62	25	105	42

Notes:

- [1] SF Guidelines, Appendix C - Table C-1 (Hotel/Motel)
- [2] SF Guidelines, Appendix C - Table C-2 (Hotel/Motel)
- [3] SF Guidelines Appendix E - Average from Tables E-3 Work Trips to SD1 (All) and E-5 Work Trips to SD3 (All)
- [4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines
- [5] The AM Peak Hour % of work/non-work trips are assumed to be the opposite of the PM Peak Hour % shown in Table C-2 of the SF Guidelines

Potrero Power Station Mixed-Use Development Project
Re-Phase Program without PG&E Site
LAND USE: HOTEL (NON-WORK TRIPS)

Proposed Size: 250 rooms				AM PEAK HOUR		PM PEAK HOUR	
DAILY							
Person-trip Generation Rate [1]:	7.0 trips/room	Person-trip Gen Rate:	8.8% [4]	0.6	10.0% [1]	0.7	
Total Person Trips:	1,750 person-trips	Total Person-trips:		155		175	
Non-Work Trips [2]:	88%	Non-Work Person-trips:	60% [5]	93	40% [2]	70	

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 17.5%	Auto	21.5%	2.12	58	27	3	2	3	1
	Transit	17.9%		48		3		2	
	Walk	53.4%		144		9		7	
	Other	7.2%		19		1		1	
	All Modes	100.0%		270	27	16	2	12	1
SF Superdistrict 2 14.0%	Auto	50.3%	2.00	108	54	7	3	5	2
	Transit	24.8%		53		3		2	
	Walk	14.6%		31		2		1	
	Other	10.5%		23		1		1	
	All Modes	100.0%		216	54	13	3	10	2
SF Superdistrict 3 28.5%	Auto	42.6%	2.42	187	77	11	5	8	4
	Transit	25.0%		110		7		5	
	Walk	23.6%		103		6		5	
	Other	8.9%		39		2		2	
	All Modes	100.0%		439	77	26	5	20	4
SF Superdistrict 4 7.0%	Auto	55.0%	2.25	59	26	4	2	3	1
	Transit	24.5%		26		2		1	
	Walk	12.4%		13		1		1	
	Other	8.2%		9		1		0	
	All Modes	100.0%		108	26	6	2	5	1
East Bay 10.0%	Auto	56.9%	2.51	88	35	5	2	4	2
	Transit	27.1%		42		3		2	
	Walk	14.8%		23		1		1	
	Other	1.3%		2		0		0	
	All Modes	100.0%		154	35	9	2	7	2
North Bay 3.0%	Auto	75.9%	1.95	35	18	2	1	2	1
	Transit	8.0%		4		0		0	
	Walk	13.2%		6		0		0	
	Other	2.9%		1		0		0	
	All Modes	100.0%		46	18	3	1	2	1
South Bay 8.0%	Auto	79.2%	2.34	98	42	6	3	4	2
	Transit	12.8%		16		1		1	
	Walk	6.9%		9		1		0	
	Other	1.1%		1		0		0	
	All Modes	100.0%		123	42	7	3	6	2
Out of Region 12.0%	Auto	40.6%	2.64	75	28	5	2	3	1
	Transit	23.7%		44		3		2	
	Walk	24.2%		45		3		2	
	Other	11.4%		21		1		1	
	All Modes	100.0%		185	28	11	2	8	1
All Origins 100.0%	Auto	46.0%	2.30	708	308	43	19	32	14
	Transit	22.3%		343		21		16	
	Walk	24.3%		374		23		17	
	Other	7.5%		115		7		5	
	All Modes	100.0%		1,540	308	93	19	70	14

Notes:

- [1] SF Guidelines, Appendix C - Table C-1 (Hotel/Motel)
- [2] SF Guidelines, Appendix C - Table C-2 (Hotel/Motel)
- [3] SF Guidelines Appendix E - Average from Tables E-11 Visitor Trips to SD1 (All Other) and E-15 Visitor Trips to SD3 (All Other)
- [4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines
- [5] The AM Peak Hour % of work/non-work trips are assumed to be the opposite of the PM Peak Hour % shown in Table C-2 of the SF Guidelines

Potrero Power Station Mixed-Use Development Project

Re-Phase Program without PG&E Site

LAND USE: GENERAL OFFICE (WORK TRIPS)

Proposed Size:		831,606 sq.ft.					
DAILY				AM PEAK HOUR		PM PEAK HOUR	
Person-trip Generation Rate [1]:		18.1 trips/1000 sq.ft.		Person-trip Gen Rate:		8.9% [4] 1.6 8.5% [1] 1.5	
Total Person Trips:		15,052 person-trips		Total Person-trips:		1,340 1,279	
Work Trips [2]:		36% 5,419 person-trips		Work Person-trips:		83% [5] 1,112 83% [2] 1,062	

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 10.6%	Auto	26.8%	1.29	153	119	31	24	30	23
	Transit	34.7%		198		41		39	
	Walk	35.8%		205		42		40	
	Other	2.7%		15		3		3	
	All Modes	100.0%		572	119	117	24	112	23
SF Superdistrict 2 12.5%	Auto	45.6%	1.25	309	247	63	51	61	48
	Transit	49.1%		333		68		65	
	Walk	3.7%		25		5		5	
	Other	1.6%		11		2		2	
	All Modes	100.0%		677	247	139	51	133	48
SF Superdistrict 3 20.5%	Auto	51.3%	1.26	569	450	117	92	111	88
	Transit	34.6%		384		79		75	
	Walk	10.4%		115		24		23	
	Other	3.6%		40		8		8	
	All Modes	100.0%		1,108	450	227	92	217	88
SF Superdistrict 4 9.6%	Auto	55.8%	1.50	289	192	59	39	57	38
	Transit	40.9%		211		43		41	
	Walk	0.0%		0		0		0	
	Other	3.4%		18		4		3	
	All Modes	100.0%		517	192	106	39	101	38
East Bay 18.4%	Auto	50.9%	2.13	506	237	104	49	99	47
	Transit	46.4%		461		95		90	
	Walk	0.0%		0		0		0	
	Other	2.8%		28		6		5	
	All Modes	100.0%		994	237	204	49	195	47
North Bay 5.9%	Auto	69.1%	1.53	219	143	45	29	43	28
	Transit	28.6%		91		19		18	
	Walk	0.0%		0		0		0	
	Other	2.2%		7		1		1	
	All Modes	100.0%		317	143	65	29	62	28
South Bay 20.6%	Auto	77.9%	1.15	870	753	178	155	170	148
	Transit	19.9%		222		46		43	
	Walk	0.0%		0		0		0	
	Other	2.2%		25		5		5	
	All Modes	100.0%		1,116	753	229	155	219	148
Out of Region 2.2%	Auto	55.9%	1.54	65	42	13	9	13	8
	Transit	41.5%		48		10		9	
	Walk	0.0%		0		0		0	
	Other	2.6%		3		1		1	
	All Modes	100.0%		117	42	24	9	23	8
All Origins 100.0%	Auto	55.0%	1.36	2,979	2,185	611	448	584	428
	Transit	36.0%		1,948		400		382	
	Walk	6.4%		345		71		68	
	Other	2.7%		147		30		29	
	All Modes	100.0%		5,419	2,185	1,112	448	1,062	428

Notes:

[1] SF Guidelines, Appendix C - Table C-1 (General Office)

[2] SF Guidelines, Appendix C - Table C-2 (General Office)

[3] SF Guidelines Appendix E - Average from Tables E-3 Work Trips to SD1 (All) and E-5 Work Trips to SD3 (All)

[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines

[5] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines

Potrero Power Station Mixed-Use Development Project

Re-Phase Program without PG&E Site

LAND USE: GENERAL OFFICE (NON-WORK TRIPS)

Proposed Size:		831,606 sq.ft.					
DAILY		AM PEAK HOUR		PM PEAK HOUR			
Person-trip Generation Rate [1]:	18.1 trips/1000 sq.ft.	Person-trip Gen Rate:	8.9% [4]	1.6	8.5% [1]	1.5	
Total Person Trips:	15,052 person-trips	Total Person-trips:	1,340		1,279		
Non-Work Trips [2]:	64%	9,633 person-trips	Non-Work Person-trips:	17% [5]	228	17% [2]	218

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 17.5%	Auto	21.5%	2.12	362	171	9	4	8	4
	Transit	17.9%		301		7		7	
	Walk	53.4%		900		21		20	
	Other	7.2%		122		3		3	
	All Modes	100.0%		1,686	171	40	4	38	4
SF Superdistrict 2 14.0%	Auto	50.3%	2.00	678	339	16	8	15	8
	Transit	24.8%		334		8		8	
	Walk	14.6%		196		5		4	
	Other	10.5%		141		3		3	
	All Modes	100.0%		1,349	339	32	8	30	8
SF Superdistrict 3 28.5%	Auto	42.6%	2.42	1,169	483	28	11	26	11
	Transit	25.0%		686		16		15	
	Walk	23.6%		647		15		15	
	Other	8.9%		243		6		5	
	All Modes	100.0%		2,745	483	65	11	62	11
SF Superdistrict 4 7.0%	Auto	55.0%	2.25	371	165	9	4	8	4
	Transit	24.5%		165		4		4	
	Walk	12.4%		83		2		2	
	Other	8.2%		55		1		1	
	All Modes	100.0%		674	165	16	4	15	4
East Bay 10.0%	Auto	56.9%	2.51	548	218	13	5	12	5
	Transit	27.1%		261		6		6	
	Walk	14.8%		142		3		3	
	Other	1.3%		12		0		0	
	All Modes	100.0%		963	218	23	5	22	5
North Bay 3.0%	Auto	75.9%	1.95	219	112	5	3	5	3
	Transit	8.0%		23		1		1	
	Walk	13.2%		38		1		1	
	Other	2.9%		8		0		0	
	All Modes	100.0%		289	112	7	3	7	3
South Bay 8.0%	Auto	79.2%	2.34	611	261	14	6	14	6
	Transit	12.8%		99		2		2	
	Walk	6.9%		53		1		1	
	Other	1.1%		8		0		0	
	All Modes	100.0%		771	261	18	6	17	6
Out of Region 12.0%	Auto	40.6%	2.64	469	178	11	4	11	4
	Transit	23.7%		274		6		6	
	Walk	24.2%		280		7		6	
	Other	11.4%		132		3		3	
	All Modes	100.0%		1,156	178	27	4	26	4
All Origins 100.0%	Auto	46.0%	2.30	4,427	1,927	105	46	100	43
	Transit	22.3%		2,144		51		48	
	Walk	24.3%		2,341		55		53	
	Other	7.5%		722		17		16	
	All Modes	100.0%		9,633	1,927	228	46	218	43

Notes:

[1] SF Guidelines, Appendix C - Table C-1 (General Office)

[2] SF Guidelines, Appendix C - Table C-2 (General Office)

[3] SF Guidelines Appendix E - Average from Tables E-11 Visitor Trips to SD1 (All Other) and E-15 Visitor Trips to SD3 (All Other)

[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines

[5] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines

Potrero Power Station Mixed-Use Development Project
Re-Phase Program without PG&E Site
LAND USE: RESEARCH & DEVELOPMENT (WORK TRIPS)

Proposed Size:		645,738 sq.ft.	
DAILY			
Person-trip Generation Rate [1]:	8.0 trips/1000 sq.ft.	Person-trip Gen Rate:	18.2% [4] 1.5 16.0% [1] 1.3
Total Person Trips:	5,166 person-trips	Total Person-trips:	942 827
Work Trips [2]:	36% 1,860 person-trips	Work Person-trips:	83% [5] 782 83% [2] 686

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 10.6%	Auto	26.8%	1.29	53	41	22	17	19	15
	Transit	34.7%		68		29		25	
	Walk	35.8%		70		30		26	
	Other	2.7%		5		2		2	
	All Modes	100.0%		196	41	83	17	72	15
SF Superdistrict 2 12.5%	Auto	45.6%	1.25	106	85	45	36	39	31
	Transit	49.1%		114		48		42	
	Walk	3.7%		9		4		3	
	Other	1.6%		4		2		1	
	All Modes	100.0%		232	85	98	36	86	31
SF Superdistrict 3 20.5%	Auto	51.3%	1.26	195	155	82	65	72	57
	Transit	34.6%		132		55		49	
	Walk	10.4%		40		17		15	
	Other	3.6%		14		6		5	
	All Modes	100.0%		380	155	160	65	140	57
SF Superdistrict 4 9.6%	Auto	55.8%	1.50	99	66	42	28	37	24
	Transit	40.9%		73		31		27	
	Walk	0.0%		0		0		0	
	Other	3.4%		6		3		2	
	All Modes	100.0%		178	66	75	28	66	24
East Bay 18.4%	Auto	50.9%	2.13	174	81	73	34	64	30
	Transit	46.4%		158		67		58	
	Walk	0.0%		0		0		0	
	Other	2.8%		9		4		4	
	All Modes	100.0%		341	81	144	34	126	30
North Bay 5.9%	Auto	69.1%	1.53	75	49	32	21	28	18
	Transit	28.6%		31		13		11	
	Walk	0.0%		0		0		0	
	Other	2.2%		2		1		1	
	All Modes	100.0%		109	49	46	21	40	18
South Bay 20.6%	Auto	77.9%	1.15	298	259	126	109	110	95
	Transit	19.9%		76		32		28	
	Walk	0.0%		0		0		0	
	Other	2.2%		8		4		3	
	All Modes	100.0%		383	259	161	109	141	95
Out of Region 2.2%	Auto	55.9%	1.54	22	15	9	6	8	5
	Transit	41.5%		17		7		6	
	Walk	0.0%		0		0		0	
	Other	2.6%		1		0		0	
	All Modes	100.0%		40	15	17	6	15	5
All Origins 100.0%	Auto	55.0%	1.36	1,022	750	430	315	377	277
	Transit	36.0%		669		281		247	
	Walk	6.4%		118		50		44	
	Other	2.7%		50		21		19	
	All Modes	100.0%		1,860	750	782	315	686	277

Notes:

- [1] Mission Bay Final SEIR, 1998 - Volume IV, Appendix D - Table D-3 (Research & Development)
[2] SF Guidelines, Appendix C - Table C-2 (General Office)
[3] SF Guidelines Appendix E - Average from Tables E-3 Work Trips to SD1 (All) and E-5 Work Trips to SD3 (All)
[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with Mission Bay FSEIR
[5] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines

Potrero Power Station Mixed-Use Development Project
Re-Phase Program without PG&E Site
LAND USE: RESEARCH & DEVELOPMENT (NON-WORK TRIPS)

Proposed Size:		645,738 sq.ft.	
DAILY			
Person-trip Generation Rate [1]:	8.0 trips/1000 sq.ft.	Person-trip Gen Rate:	18.2% [4] 1.5 16.0% [1] 1.3
Total Person Trips:	5,166 person-trips	Total Person-trips:	942 827
Non-Work Trips [2]:	64% 3,306 person-trips	Non-Work Person-trips:	17% [5] 160 17% [2] 141

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 17.5%	Auto	21.5%	2.12	124	59	6	3	5	2
	Transit	17.9%		103		5		4	
	Walk	53.4%		309		15		13	
	Other	7.2%		42		2		2	
	All Modes	100.0%		579	59	28	3	25	2
SF Superdistrict 2 14.0%	Auto	50.3%	2.00	233	116	11	6	10	5
	Transit	24.8%		115		6		5	
	Walk	14.6%		67		3		3	
	Other	10.5%		48		2		2	
	All Modes	100.0%		463	116	22	6	20	5
SF Superdistrict 3 28.5%	Auto	42.6%	2.42	401	166	19	8	17	7
	Transit	25.0%		235		11		10	
	Walk	23.6%		222		11		9	
	Other	8.9%		83		4		4	
	All Modes	100.0%		942	166	46	8	40	7
SF Superdistrict 4 7.0%	Auto	55.0%	2.25	127	57	6	3	5	2
	Transit	24.5%		57		3		2	
	Walk	12.4%		29		1		1	
	Other	8.2%		19		1		1	
	All Modes	100.0%		231	57	11	3	10	2
East Bay 10.0%	Auto	56.9%	2.51	188	75	9	4	8	3
	Transit	27.1%		90		4		4	
	Walk	14.8%		49		2		2	
	Other	1.3%		4		0		0	
	All Modes	100.0%		331	75	16	4	14	3
North Bay 3.0%	Auto	75.9%	1.95	75	39	4	2	3	2
	Transit	8.0%		8		0		0	
	Walk	13.2%		13		1		1	
	Other	2.9%		3		0		0	
	All Modes	100.0%		99	39	5	2	4	2
South Bay 8.0%	Auto	79.2%	2.34	210	90	10	4	9	4
	Transit	12.8%		34		2		1	
	Walk	6.9%		18		1		1	
	Other	1.1%		3		0		0	
	All Modes	100.0%		264	90	13	4	11	4
Out of Region 12.0%	Auto	40.6%	2.64	161	61	8	3	7	3
	Transit	23.7%		94		5		4	
	Walk	24.2%		96		5		4	
	Other	11.4%		45		2		2	
	All Modes	100.0%		397	61	19	3	17	3
All Origins 100.0%	Auto	46.0%	2.30	1,519	661	74	32	65	28
	Transit	22.3%		736		36		31	
	Walk	24.3%		804		39		34	
	Other	7.5%		248		12		11	
	All Modes	100.0%		3,306	661	160	32	141	28

Notes:

- [1] Mission Bay Final SEIR, 1998 - Volume IV, Appendix D - Table D-3 (Research & Development)
[2] SF Guidelines, Appendix C - Table C-2 (General Office)
[3] SF Guidelines Appendix E - Average from Tables E-11 Visitor Trips to SD1 (All Other) and E-15 Visitor Trips to SD3 (All Other)
[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with Mission Bay FSEIR
[5] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines

Potrero Power Station Mixed-Use Development Project

Re-Phase Program without PG&E Site

LAND USE: PRODUCTION, DISTRIBUTION & REPAIR (WORK TRIPS)

Proposed Size:		12,000 sq.ft.				
DAILY			AM PEAK HOUR		PM PEAK HOUR	
Person-trip Generation Rate [1]:	18.1 trips/1000 sq.ft.	Person-trip Gen Rate:	8.9% [4]	1.6	8.5% [1]	1.5
Total Person Trips:	217 person-trips	Total Person-trips:		19		18
Work Trips [2]:	36% 78 person-trips	Work Person-trips:	83% [5]	16	83% [2]	15

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 10.6%	Auto	26.8%	1.29	2	2	0	0	0	0
	Transit	34.7%		3		1		1	
	Walk	35.8%		3		1		1	
	Other	2.7%		0		0		0	
	All Modes	100.0%		8	2	2	0	2	0
SF Superdistrict 2 12.5%	Auto	45.6%	1.25	4	4	1	1	1	1
	Transit	49.1%		5		1		1	
	Walk	3.7%		0		0		0	
	Other	1.6%		0		0		0	
	All Modes	100.0%		10	4	2	1	2	1
SF Superdistrict 3 20.5%	Auto	51.3%	1.26	8	6	2	1	2	1
	Transit	34.6%		6		1		1	
	Walk	10.4%		2		0		0	
	Other	3.6%		1		0		0	
	All Modes	100.0%		16	6	3	1	3	1
SF Superdistrict 4 9.6%	Auto	55.8%	1.50	4	3	1	1	1	1
	Transit	40.9%		3		1		1	
	Walk	0.0%		0		0		0	
	Other	3.4%		0		0		0	
	All Modes	100.0%		7	3	2	1	1	1
East Bay 18.4%	Auto	50.9%	2.13	7	3	1	1	1	1
	Transit	46.4%		7		1		1	
	Walk	0.0%		0		0		0	
	Other	2.8%		0		0		0	
	All Modes	100.0%		14	3	3	1	3	1
North Bay 5.9%	Auto	69.1%	1.53	3	2	1	0	1	0
	Transit	28.6%		1		0		0	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		5	2	1	0	1	0
South Bay 20.6%	Auto	77.9%	1.15	13	11	3	2	2	2
	Transit	19.9%		3		1		1	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		16	11	3	2	3	2
Out of Region 2.2%	Auto	55.9%	1.54	1	1	0	0	0	0
	Transit	41.5%		1		0		0	
	Walk	0.0%		0		0		0	
	Other	2.6%		0		0		0	
	All Modes	100.0%		2	1	0	0	0	0
All Origins 100.0%	Auto	55.0%	1.36	43	32	9	6	8	6
	Transit	36.0%		28		6		6	
	Walk	6.4%		5		1		1	
	Other	2.7%		2		0		0	
	All Modes	100.0%		78	32	16	6	15	6

Notes:

[1] Assumes same rate as General Office use from Table C-1 in SF Guidelines

[2] SF Guidelines, Appendix C - Table C-2 (General Office)

[3] SF Guidelines Appendix E - Average from Tables E-3 Work Trips to SD1 (All) and E-5 Work Trips to SD3 (All)

[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines

[5] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines

Potrero Power Station Mixed-Use Development Project

Re-Phase Program without PG&E Site

LAND USE: PRODUCTION, DISTRIBUTION & REPAIR (NON-WORK TRIPS)

Proposed Size:		12,000 sq.ft.				
DAILY			AM PEAK HOUR		PM PEAK HOUR	
Person-trip Generation Rate [1]:	18.1 trips/1000 sq.ft.	Person-trip Gen Rate:	8.9% [4]	1.6	8.5% [1]	1.5
Total Person Trips:	217 person-trips	Total Person-trips:		19		18
Non-Work Trips [2]:	64% 139 person-trips	Non-Work Person-trips:	17% [5]	3	17% [2]	3

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 17.5%	Auto	21.5%	2.12	5	2	0	0	0	0
	Transit	17.9%		4		0		0	
	Walk	53.4%		13		0		0	
	Other	7.2%		2		0		0	
	All Modes	100.0%		24	2	1	0	1	0
SF Superdistrict 2 14.0%	Auto	50.3%	2.00	10	5	0	0	0	0
	Transit	24.8%		5		0		0	
	Walk	14.6%		3		0		0	
	Other	10.5%		2		0		0	
	All Modes	100.0%		19	5	0	0	0	0
SF Superdistrict 3 28.5%	Auto	42.6%	2.42	17	7	0	0	0	0
	Transit	25.0%		10		0		0	
	Walk	23.6%		9		0		0	
	Other	8.9%		4		0		0	
	All Modes	100.0%		40	7	1	0	1	0
SF Superdistrict 4 7.0%	Auto	55.0%	2.25	5	2	0	0	0	0
	Transit	24.5%		2		0		0	
	Walk	12.4%		1		0		0	
	Other	8.2%		1		0		0	
	All Modes	100.0%		10	2	0	0	0	0
East Bay 10.0%	Auto	56.9%	2.51	8	3	0	0	0	0
	Transit	27.1%		4		0		0	
	Walk	14.8%		2		0		0	
	Other	1.3%		0		0		0	
	All Modes	100.0%		14	3	0	0	0	0
North Bay 3.0%	Auto	75.9%	1.95	3	2	0	0	0	0
	Transit	8.0%		0		0		0	
	Walk	13.2%		1		0		0	
	Other	2.9%		0		0		0	
	All Modes	100.0%		4	2	0	0	0	0
South Bay 8.0%	Auto	79.2%	2.34	9	4	0	0	0	0
	Transit	12.8%		1		0		0	
	Walk	6.9%		1		0		0	
	Other	1.1%		0		0		0	
	All Modes	100.0%		11	4	0	0	0	0
Out of Region 12.0%	Auto	40.6%	2.64	7	3	0	0	0	0
	Transit	23.7%		4		0		0	
	Walk	24.2%		4		0		0	
	Other	11.4%		2		0		0	
	All Modes	100.0%		17	3	0	0	0	0
All Origins 100.0%	Auto	46.0%	2.30	64	28	2	1	1	1
	Transit	22.3%		31		1		1	
	Walk	24.3%		34		1		1	
	Other	7.5%		10		0		0	
	All Modes	100.0%		139	28	3	1	3	1

Notes:

[1] Assumes same rate as General Office use from Table C-1 in SF Guidelines

[2] SF Guidelines, Appendix C - Table C-2 (General Office)

[3] SF Guidelines Appendix E - Average from Tables E-11 Visitor Trips to SD1 (All Other) and E-15 Visitor Trips to SD3 (All Other)

[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines

[5] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines

Potrero Power Station Mixed-Use Development Project
Re-Phase Program without PG&E Site
LAND USE: GENERAL RETAIL (WORK TRIPS)

Proposed Size:		8,400 sq.ft.	
DAILY			
Person-trip Generation Rate [1]:	150.0 trips/1000 sq.ft.	Person-trip Gen Rate:	2.3% [4] 3.5 9.0% [1] 13.5
Total Person Trips:	1,260 person-trips	Total Person-trips:	29 113
Work Trips [2]:	4% 50 person-trips	Work Person-trips:	85% [5] 25 4% [2] 5

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 10.6%	Auto	26.8%	1.29	1	1	1	1	0	0
	Transit	34.7%		2		1		0	
	Walk	35.8%		2		1		0	
	Other	2.7%		0		0		0	
	All Modes	100.0%		5	1	3	1	0	0
SF Superdistrict 2 12.5%	Auto	45.6%	1.25	3	2	1	1	0	0
	Transit	49.1%		3		2		0	
	Walk	3.7%		0		0		0	
	Other	1.6%		0		0		0	
	All Modes	100.0%		6	2	3	1	1	0
SF Superdistrict 3 20.5%	Auto	51.3%	1.26	5	4	3	2	0	0
	Transit	34.6%		4		2		0	
	Walk	10.4%		1		1		0	
	Other	3.6%		0		0		0	
	All Modes	100.0%		10	4	5	2	1	0
SF Superdistrict 4 9.6%	Auto	55.8%	1.50	3	2	1	1	0	0
	Transit	40.9%		2		1		0	
	Walk	0.0%		0		0		0	
	Other	3.4%		0		0		0	
	All Modes	100.0%		5	2	2	1	0	0
East Bay 18.4%	Auto	50.9%	2.13	5	2	2	1	0	0
	Transit	46.4%		4		2		0	
	Walk	0.0%		0		0		0	
	Other	2.8%		0		0		0	
	All Modes	100.0%		9	2	5	1	1	0
North Bay 5.9%	Auto	69.1%	1.53	2	1	1	1	0	0
	Transit	28.6%		1		0		0	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		3	1	1	1	0	0
South Bay 20.6%	Auto	77.9%	1.15	8	7	4	3	1	1
	Transit	19.9%		2		1		0	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		10	7	5	3	1	1
Out of Region 2.2%	Auto	55.9%	1.54	1	0	0	0	0	0
	Transit	41.5%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	2.6%		0		0		0	
	All Modes	100.0%		1	0	1	0	0	0
All Origins 100.0%	Auto	55.0%	1.36	28	20	14	10	2	2
	Transit	36.0%		18		9		2	
	Walk	6.4%		3		2		0	
	Other	2.7%		1		1		0	
	All Modes	100.0%		50	20	25	10	5	2

Notes:

- [1] SF Guidelines, Appendix C - Table C-1 (General Retail)
[2] SF Guidelines, Appendix C - Table C-2 (Retail)
[3] SF Guidelines Appendix E - Average from Tables E-3 Work Trips to SD1 (All) and E-5 Work Trips to SD3 (All)
[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines
[5] 85% of all retail trips occurring before 9 AM are assumed to be work trips

Potrero Power Station Mixed-Use Development Project
Re-Phase Program without PG&E Site
LAND USE: GENERAL RETAIL (NON-WORK TRIPS)

Proposed Size:		8,400 sq.ft.	
DAILY			
Person-trip Generation Rate [1]:	150.0 trips/1000 sq.ft.	Person-trip Gen Rate:	2.3% [4] 3.5 9.0% [1] 13.5
Total Person Trips:	1,260 person-trips	Total Person-trips:	29 113
Non-Work Trips [2]:	96% 1,210 person-trips	Non-Work Person-trips:	15% [5] 4 96% [2] 109

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 12.5%	Auto	24.6%	1.68	37	22	0	0	3	2
	Transit	18.1%		27		0		2	
	Walk	53.2%		80		0		7	
	Other	4.2%		6		0		1	
	All Modes	100.0%		151	22	1	0	14	2
SF Superdistrict 2 8.0%	Auto	47.0%	1.55	45	29	0	0	4	3
	Transit	22.9%		22		0		2	
	Walk	26.1%		25		0		2	
	Other	4.1%		4		0		0	
	All Modes	100.0%		97	29	0	0	9	3
SF Superdistrict 3 34.5%	Auto	57.0%	2.04	238	116	1	0	21	10
	Transit	10.9%		46		0		4	
	Walk	30.2%		126		0		11	
	Other	1.9%		8		0		1	
	All Modes	100.0%		417	116	2	0	38	10
SF Superdistrict 4 4.0%	Auto	65.7%	1.72	32	18	0	0	3	2
	Transit	18.8%		9		0		1	
	Walk	12.3%		6		0		1	
	Other	3.3%		2		0		0	
	All Modes	100.0%		48	18	0	0	4	2
East Bay 7.0%	Auto	46.0%	2.11	39	18	0	0	4	2
	Transit	20.9%		18		0		2	
	Walk	31.4%		27		0		2	
	Other	1.7%		1		0		0	
	All Modes	100.0%		85	18	0	0	8	2
North Bay 3.5%	Auto	57.9%	1.82	25	13	0	0	2	1
	Transit	16.1%		7		0		1	
	Walk	24.4%		10		0		1	
	Other	1.6%		1		0		0	
	All Modes	100.0%		42	13	0	0	4	1
South Bay 8.5%	Auto	80.5%	2.28	83	36	0	0	7	3
	Transit	11.5%		12		0		1	
	Walk	6.4%		7		0		1	
	Other	1.6%		2		0		0	
	All Modes	100.0%		103	36	0	0	9	3
Out of Region 22.0%	Auto	39.5%	2.73	105	39	0	0	9	3
	Transit	9.4%		25		0		2	
	Walk	27.3%		73		0		7	
	Other	23.8%		63		0		6	
	All Modes	100.0%		266	39	1	0	24	3
All Origins 100.0%	Auto	49.9%	2.06	604	293	2	1	54	26
	Transit	13.7%		165		1		15	
	Walk	29.2%		354		1		32	
	Other	7.2%		87		0		8	
	All Modes	100.0%		1,210	293	4	1	109	26

Notes:

- [1] SF Guidelines, Appendix C - Table C-1 (General Retail)
[2] SF Guidelines, Appendix C - Table C-2 (Retail)
[3] SF Guidelines Appendix E - Average from Tables E-10 Visitor Trips to SD1 (Retail) and E-14 Visitor Trips to SD3 (Retail)
[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines
[5] 85% of all retail trips occurring before 9 AM are assumed to be work trips

Potrero Power Station Mixed-Use Development Project

Re-Phase Program without PG&E Site

LAND USE: SUPERMARKET (WORK TRIPS)

Proposed Size:		35,000 sq.ft.			
DAILY				AM PEAK HOUR	PM PEAK HOUR
Person-trip Generation Rate [1]:	297.0 trips/1000 sq.ft.	Person-trip Gen Rate:	2.6% [4]	7.8	7.3% [1] 21.7
Total Person Trips:	10,395 person-trips	Total Person-trips:		272	759
Work Trips [2]:	4% 416 person-trips	Work Person-trips:	4% [5]	11	4% [2] 30

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 10.6%	Auto	26.8%	1.29	12	9	0	0	1	1
	Transit	34.7%		15		0		1	
	Walk	35.8%		16		0		1	
	Other	2.7%		1		0		0	
	All Modes	100.0%		44	9	1	0	3	1
SF Superdistrict 2 12.5%	Auto	45.6%	1.25	24	19	1	0	2	1
	Transit	49.1%		26		1		2	
	Walk	3.7%		2		0		0	
	Other	1.6%		1		0		0	
	All Modes	100.0%		52	19	1	0	4	1
SF Superdistrict 3 20.5%	Auto	51.3%	1.26	44	35	1	1	3	3
	Transit	34.6%		29		1		2	
	Walk	10.4%		9		0		1	
	Other	3.6%		3		0		0	
	All Modes	100.0%		85	35	2	1	6	3
SF Superdistrict 4 9.6%	Auto	55.8%	1.50	22	15	1	0	2	1
	Transit	40.9%		16		0		1	
	Walk	0.0%		0		0		0	
	Other	3.4%		1		0		0	
	All Modes	100.0%		40	15	1	0	3	1
East Bay 18.4%	Auto	50.9%	2.13	39	18	1	0	3	1
	Transit	46.4%		35		1		3	
	Walk	0.0%		0		0		0	
	Other	2.8%		2		0		0	
	All Modes	100.0%		76	18	2	0	6	1
North Bay 5.9%	Auto	69.1%	1.53	17	11	0	0	1	1
	Transit	28.6%		7		0		1	
	Walk	0.0%		0		0		0	
	Other	2.2%		1		0		0	
	All Modes	100.0%		24	11	1	0	2	1
South Bay 20.6%	Auto	77.9%	1.15	67	58	2	2	5	4
	Transit	19.9%		17		0		1	
	Walk	0.0%		0		0		0	
	Other	2.2%		2		0		0	
	All Modes	100.0%		86	58	2	2	6	4
Out of Region 2.2%	Auto	55.9%	1.54	5	3	0	0	0	0
	Transit	41.5%		4		0		0	
	Walk	0.0%		0		0		0	
	Other	2.6%		0		0		0	
	All Modes	100.0%		9	3	0	0	1	0
All Origins 100.0%	Auto	55.0%	1.36	229	168	6	4	17	12
	Transit	36.0%		149		4		11	
	Walk	6.4%		26		1		2	
	Other	2.7%		11		0		1	
	All Modes	100.0%		416	168	11	4	30	12

Notes:

[1] SF Guidelines, Appendix C - Table C-1 (Supermarket)

[2] SF Guidelines, Appendix C - Table C-2 (Retail)

[3] SF Guidelines Appendix E - Average from Tables E-3 Work Trips to SD1 (All) and E-5 Work Trips to SD3 (All)

[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines

[5] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines

Potrero Power Station Mixed-Use Development Project

Re-Phase Program without PG&E Site

LAND USE: SUPERMARKET (NON-WORK TRIPS)

Proposed Size:		35,000 sq.ft.					
DAILY				AM PEAK HOUR		PM PEAK HOUR	
Person-trip Generation Rate [1]:	297.0 trips/1000 sq.ft.	Person-trip Gen Rate:	2.6% [4]	7.8	7.3% [1]	21.7	
Total Person Trips:	10,395 person-trips	Total Person-trips:		272		759	
Non-Work Trips [2]:	96%	9,979 person-trips	Non-Work Person-trips:	96% [5]	261	96% [2]	728

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 12.5%	Auto	24.6%	1.68	306	182	8	5	22	13
	Transit	18.1%		226		6		17	
	Walk	53.2%		663		17		48	
	Other	4.2%		52		1		4	
	All Modes	100.0%		1,247	182	33	5	91	13
SF Superdistrict 2 8.0%	Auto	47.0%	1.55	375	241	10	6	27	18
	Transit	22.9%		183		5		13	
	Walk	26.1%		208		5		15	
	Other	4.1%		33		1		2	
	All Modes	100.0%		798	241	21	6	58	18
SF Superdistrict 3 34.5%	Auto	57.0%	2.04	1,963	961	51	25	143	70
	Transit	10.9%		376		10		27	
	Walk	30.2%		1,038		27		76	
	Other	1.9%		66		2		5	
	All Modes	100.0%		3,443	961	90	25	251	70
SF Superdistrict 4 4.0%	Auto	65.7%	1.72	262	152	7	4	19	11
	Transit	18.8%		75		2		5	
	Walk	12.3%		49		1		4	
	Other	3.3%		13		0		1	
	All Modes	100.0%		399	152	10	4	29	11
East Bay 7.0%	Auto	46.0%	2.11	321	152	8	4	23	11
	Transit	20.9%		146		4		11	
	Walk	31.4%		220		6		16	
	Other	1.7%		12		0		1	
	All Modes	100.0%		699	152	18	4	51	11
North Bay 3.5%	Auto	57.9%	1.82	202	111	5	3	15	8
	Transit	16.1%		56		1		4	
	Walk	24.4%		85		2		6	
	Other	1.6%		5		0		0	
	All Modes	100.0%		349	111	9	3	25	8
South Bay 8.5%	Auto	80.5%	2.28	683	300	18	8	50	22
	Transit	11.5%		97		3		7	
	Walk	6.4%		55		1		4	
	Other	1.6%		14		0		1	
	All Modes	100.0%		848	300	22	8	62	22
Out of Region 22.0%	Auto	39.5%	2.73	868	318	23	8	63	23
	Transit	9.4%		206		5		15	
	Walk	27.3%		600		16		44	
	Other	23.8%		522		14		38	
	All Modes	100.0%		2,195	318	57	8	160	23
All Origins 100.0%	Auto	49.9%	2.06	4,980	2,419	130	63	364	177
	Transit	13.7%		1,365		36		100	
	Walk	29.2%		2,918		76		213	
	Other	7.2%		716		19		52	
	All Modes	100.0%		9,979	2,419	261	63	728	177

Notes:

[1] SF Guidelines, Appendix C - Table C-1 (Supermarket)

[2] SF Guidelines, Appendix C - Table C-2 (Retail)

[3] SF Guidelines Appendix E - Average from Tables E-10 Visitor Trips to SD1 (Retail) and E-14 Visitor Trips to SD3 (Retail)

[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines

[5] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines

Potrero Power Station Mixed-Use Development Project
Re-Phase Program without PG&E Site
LAND USE: SIT-DOWN RESTAURANT (WORK TRIPS)

Proposed Size:		26,877 sq.ft. (includes 60% occupancy factor for Assembly Use)					
DAILY		AM PEAK HOUR		PM PEAK HOUR			
Person-trip Generation Rate [1]:	200.0 trips/1000 sq.ft.	Person-trip Gen Rate:	1.1% [4]	2.2	10.0% [6]	20.0	
Total Person Trips:	5,375 person-trips	Total Person-trips:		58		538	
Work Trips [2]:	4%	215 person-trips	Work Person-trips:	100% [5]	58	4% [2]	22

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 10.6%	Auto	26.8%	1.29	6	5	2	1	1	0
	Transit	34.7%		8		2		1	
	Walk	35.8%		8		2		1	
	Other	2.7%		1		0		0	
	All Modes	100.0%		23	5	6	1	2	0
SF Superdistrict 2 12.5%	Auto	45.6%	1.25	12	10	3	3	1	1
	Transit	49.1%		13		4		1	
	Walk	3.7%		1		0		0	
	Other	1.6%		0		0		0	
	All Modes	100.0%		27	10	7	3	3	1
SF Superdistrict 3 20.5%	Auto	51.3%	1.26	23	18	6	5	2	2
	Transit	34.6%		15		4		2	
	Walk	10.4%		5		1		0	
	Other	3.6%		2		0		0	
	All Modes	100.0%		44	18	12	5	4	2
SF Superdistrict 4 9.8%	Auto	55.8%	1.50	11	8	3	2	1	1
	Transit	40.9%		8		2		1	
	Walk	0.0%		0		0		0	
	Other	3.4%		1		0		0	
	All Modes	100.0%		21	8	6	2	2	1
East Bay 18.4%	Auto	50.9%	2.13	20	9	5	3	2	1
	Transit	46.4%		18		5		2	
	Walk	0.0%		0		0		0	
	Other	2.8%		1		0		0	
	All Modes	100.0%		39	9	11	3	4	1
North Bay 5.9%	Auto	69.1%	1.53	9	6	2	2	1	1
	Transit	28.6%		4		1		0	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		13	6	3	2	1	1
South Bay 20.6%	Auto	77.9%	1.15	35	30	9	8	3	3
	Transit	19.9%		9		2		1	
	Walk	0.0%		0		0		0	
	Other	2.2%		1		0		0	
	All Modes	100.0%		44	30	12	8	4	3
Out of Region 2.2%	Auto	55.9%	1.54	3	2	1	0	0	0
	Transit	41.5%		2		1		0	
	Walk	0.0%		0		0		0	
	Other	2.6%		0		0		0	
	All Modes	100.0%		5	2	1	0	0	0
All Origins 100.0%	Auto	55.0%	1.36	118	87	32	23	12	9
	Transit	36.0%		77		21		8	
	Walk	6.4%		14		4		1	
	Other	2.7%		6		2		1	
	All Modes	100.0%		215	87	58	23	22	9

Notes:

- [1] SF Guidelines, Appendix C - Table C-1 (Restaurant Sit-down)
[2] SF Guidelines, Appendix C - Table C-2 (Retail)
[3] SF Guidelines Appendix E - Average from Tables E-3 Work Trips to SD1 (All) and E-5 Work Trips to SD3 (All)
[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines
[5] 100% of all restaurant trips occurring before 9 AM are assumed to be work trips
[6] Based on ITE and SANDAG data

Potrero Power Station Mixed-Use Development Project
Re-Phase Program without PG&E Site
LAND USE: SIT-DOWN RESTAURANT (NON-WORK TRIPS)

Proposed Size:		26,877 sq.ft. (includes 60% occupancy factor for Assembly Use)					
DAILY		AM PEAK HOUR		PM PEAK HOUR			
Person-trip Generation Rate [1]:	200.0 trips/1000 sq.ft.	Person-trip Gen Rate:	1.1% [4]	2.2	10.0% [6]	20.0	
Total Person Trips:	5,375 person-trips	Total Person-trips:		58		538	
Non-Work Trips [2]:	96%	5,160 person-trips	Non-Work Person-trips:	0% [5]	0	96% [2]	516

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 12.5%	Auto	24.6%	1.68	158	94	0	0	16	9
	Transit	18.1%		117		0		12	
	Walk	53.2%		343		0		34	
	Other	4.2%		27		0		3	
	All Modes	100.0%		645	94	0	0	65	9
SF Superdistrict 2 8.0%	Auto	47.0%	1.55	194	125	0	0	19	12
	Transit	22.9%		94		0		9	
	Walk	26.1%		108		0		11	
	Other	4.1%		17		0		2	
	All Modes	100.0%		413	125	0	0	41	12
SF Superdistrict 3 34.5%	Auto	57.0%	2.04	1,015	497	0	0	102	50
	Transit	10.9%		194		0		19	
	Walk	30.2%		537		0		54	
	Other	1.9%		34		0		3	
	All Modes	100.0%		1,780	497	0	0	178	50
SF Superdistrict 4 4.0%	Auto	65.7%	1.72	136	79	0	0	14	8
	Transit	18.8%		39		0		4	
	Walk	12.3%		25		0		3	
	Other	3.3%		7		0		1	
	All Modes	100.0%		206	79	0	0	21	8
East Bay 7.0%	Auto	46.0%	2.11	166	79	0	0	17	8
	Transit	20.9%		76		0		8	
	Walk	31.4%		114		0		11	
	Other	1.7%		6		0		1	
	All Modes	100.0%		361	79	0	0	36	8
North Bay 3.5%	Auto	57.9%	1.82	105	58	0	0	10	6
	Transit	16.1%		29		0		3	
	Walk	24.4%		44		0		4	
	Other	1.6%		3		0		0	
	All Modes	100.0%		181	58	0	0	18	6
South Bay 8.5%	Auto	80.5%	2.28	353	155	0	0	35	15
	Transit	11.5%		50		0		5	
	Walk	6.4%		28		0		3	
	Other	1.6%		7		0		1	
	All Modes	100.0%		439	155	0	0	44	15
Out of Region 22.0%	Auto	39.5%	2.73	449	165	0	0	45	16
	Transit	9.4%		106		0		11	
	Walk	27.3%		310		0		31	
	Other	23.8%		270		0		27	
	All Modes	100.0%		1,135	165	0	0	114	16
All Origins 100.0%	Auto	49.9%	2.06	2,575	1,251	0	0	258	125
	Transit	13.7%		706		0		71	
	Walk	29.2%		1,509		0		151	
	Other	7.2%		370		0		37	
	All Modes	100.0%		5,160	1,251	0	0	516	125

Notes:

- [1] SF Guidelines, Appendix C - Table C-1 (Restaurant Sit-down)
[2] SF Guidelines, Appendix C - Table C-2 (Retail)
[3] SF Guidelines Appendix E - Average from Tables E-10 Visitor Trips to SD1 (Retail) and E-14 Visitor Trips to SD3 (Retail)
[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines
[5] 100% of all restaurant trips occurring before 9 AM are assumed to be work trips
[6] Based on ITE and SANDAG data

Potrero Power Station Mixed-Use Development Project
Re-Phase Program without PG&E Site
LAND USE: QUICK SERVICE RESTAURANT (WORK TRIPS)

Proposed Size: 19,962 sq.ft.					
DAILY		AM PEAK HOUR		PM PEAK HOUR	
Person-trip Generation Rate [1]:	600.0 trips/1000 sq.ft.	Person-trip Gen Rate:	1.1% [4] 6.5	10.0% [6]	60.0
Total Person Trips:	11,977 person-trips	Total Person-trips:	130		1,198
Work Trips [2]:	4% 479 person-trips	Work Person-trips:	4% [5] 5	4% [2]	48

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 10.6%	Auto	26.8%	1.29	14	10	0	0	1	1
	Transit	34.7%		18		0		2	
	Walk	35.8%		18		0		2	
	Other	2.7%		1		0		0	
	All Modes	100.0%		51	10	1	0	5	1
SF Superdistrict 2 12.5%	Auto	45.6%	1.25	27	22	0	0	3	2
	Transit	49.1%		29		0		3	
	Walk	3.7%		2		0		0	
	Other	1.6%		1		0		0	
	All Modes	100.0%		60	22	1	0	6	2
SF Superdistrict 3 20.5%	Auto	51.3%	1.26	50	40	1	0	5	4
	Transit	34.6%		34		0		3	
	Walk	10.4%		10		0		1	
	Other	3.6%		4		0		0	
	All Modes	100.0%		98	40	1	0	10	4
SF Superdistrict 4 9.8%	Auto	55.8%	1.50	26	17	0	0	3	2
	Transit	40.9%		19		0		2	
	Walk	0.0%		0		0		0	
	Other	3.4%		2		0		0	
	All Modes	100.0%		46	17	0	0	5	2
East Bay 18.4%	Auto	50.9%	2.13	45	21	0	0	4	2
	Transit	46.4%		41		0		4	
	Walk	0.0%		0		0		0	
	Other	2.8%		2		0		0	
	All Modes	100.0%		88	21	1	0	9	2
North Bay 5.9%	Auto	69.1%	1.53	19	13	0	0	2	1
	Transit	28.6%		8		0		1	
	Walk	0.0%		0		0		0	
	Other	2.2%		1		0		0	
	All Modes	100.0%		28	13	0	0	3	1
South Bay 20.6%	Auto	77.9%	1.15	77	67	1	1	8	7
	Transit	19.9%		20		0		2	
	Walk	0.0%		0		0		0	
	Other	2.2%		2		0		0	
	All Modes	100.0%		99	67	1	1	10	7
Out of Region 2.2%	Auto	55.9%	1.54	6	4	0	0	1	0
	Transit	41.5%		4		0		0	
	Walk	0.0%		0		0		0	
	Other	2.6%		0		0		0	
	All Modes	100.0%		10	4	0	0	1	0
All Origins 100.0%	Auto	55.0%	1.36	263	193	3	2	26	19
	Transit	36.0%		172		2		17	
	Walk	6.4%		30		0		3	
	Other	2.7%		13		0		1	
	All Modes	100.0%		479	193	5	2	48	19

Notes:

- [1] SF Guidelines, Appendix C - Table C-1 (Restaurant Composite Rate)
[2] SF Guidelines, Appendix C - Table C-2 (Retail)
[3] SF Guidelines Appendix E - Average from Tables E-3 Work Trips to SD1 (All) and E-5 Work Trips to SD3 (All)
[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines
[5] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines
[6] Based on ITE and SANDAG data

Potrero Power Station Mixed-Use Development Project
Re-Phase Program without PG&E Site
LAND USE: QUICK SERVICE RESTAURANT (NON-WORK TRIPS)

Proposed Size:		19,962 sq.ft.			
DAILY		AM PEAK HOUR		PM PEAK HOUR	
Person-trip Generation Rate [1]:	600.0 trips/1000 sq.ft.	Person-trip Gen Rate:	1.1% [4] 6.5	10.0% [6] 60.0	
Total Person Trips:	11,977 person-trips	Total Person-trips:	130	1,198	
Non-Work Trips [2]:	96%	11,498 person-trips	Non-Work Person-trips: 96% [5] 124	96% [2] 1,150	

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 12.5%	Auto	24.6%	1.68	353	210	4	2	35	21
	Transit	18.1%		261		3		26	
	Walk	53.2%		764		8		76	
	Other	4.2%		60		1		6	
	All Modes	100.0%		1,437	210	16	2	144	21
SF Superdistrict 2 8.0%	Auto	47.0%	1.55	432	278	5	3	43	28
	Transit	22.9%		210		2		21	
	Walk	26.1%		240		3		24	
	Other	4.1%		38		0		4	
	All Modes	100.0%		920	278	10	3	92	28
SF Superdistrict 3 34.5%	Auto	57.0%	2.04	2,262	1,107	24	12	226	111
	Transit	10.9%		433		5		43	
	Walk	30.2%		1,196		13		120	
	Other	1.9%		76		1		8	
	All Modes	100.0%		3,967	1,107	43	12	397	111
SF Superdistrict 4 4.0%	Auto	65.7%	1.72	302	176	3	2	30	18
	Transit	18.8%		87		1		9	
	Walk	12.3%		56		1		6	
	Other	3.3%		15		0		1	
	All Modes	100.0%		460	176	5	2	46	18
East Bay 7.0%	Auto	46.0%	2.11	370	176	4	2	37	18
	Transit	20.9%		168		2		17	
	Walk	31.4%		253		3		25	
	Other	1.7%		13		0		1	
	All Modes	100.0%		805	176	9	2	80	18
North Bay 3.5%	Auto	57.9%	1.82	233	128	3	1	23	13
	Transit	16.1%		65		1		6	
	Walk	24.4%		98		1		10	
	Other	1.6%		6		0		1	
	All Modes	100.0%		402	128	4	1	40	13
South Bay 8.5%	Auto	80.5%	2.28	786	345	9	4	79	35
	Transit	11.5%		112		1		11	
	Walk	6.4%		63		1		6	
	Other	1.6%		16		0		2	
	All Modes	100.0%		977	345	11	4	98	35
Out of Region 22.0%	Auto	39.5%	2.73	1,000	367	11	4	100	37
	Transit	9.4%		237		3		24	
	Walk	27.3%		691		7		69	
	Other	23.8%		602		7		60	
	All Modes	100.0%		2,530	367	27	4	253	37
All Origins 100.0%	Auto	49.9%	2.06	5,738	2,787	62	30	574	279
	Transit	13.7%		1,573		17		157	
	Walk	29.2%		3,362		36		336	
	Other	7.2%		825		9		83	
	All Modes	100.0%		11,498	2,787	124	30	1,150	279

Notes:

- [1] SF Guidelines, Appendix C - Table C-1 (Restaurant Composite Rate)
[2] SF Guidelines, Appendix C - Table C-2 (Retail)
[3] SF Guidelines Appendix E - Average from Tables E-10 Visitor Trips to SD1 (Retail) and E-14 Visitor Trips to SD3 (Retail)
[4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines
[5] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines
[6] Based on ITE and SANDAG data

Potrero Power Station Mixed-Use Development Project
 Re-Phase Program without PG&E Site
 LAND USE: CHILD CARE (WORK TRIPS)

Proposed Size:		12,000 sq.ft.			
DAILY				AM PEAK HOUR	
Person-trip Generation Rate [1]:	67.0 trips/1000 sq.ft.	Person-trip Gen Rate:	17.8% [4]	11.9	18.0% [1]
Total Person Trips:	804 person-trips	Total Person-trips:		143	145
Work Trips [2]:	20%	161 person-trips	Work Person-trips:	17% [5]	24
				17% [6]	25

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 10.6%	Auto	26.8%	1.29	5	4	1	1	1	1
	Transit	34.7%		6		1		1	
	Walk	35.8%		6		1		1	
	Other	2.7%		0		0		0	
	All Modes	100.0%		17	4	3	1	3	1
SF Superdistrict 2 12.5%	Auto	45.6%	1.25	9	7	1	1	1	1
	Transit	49.1%		10		1		2	
	Walk	3.7%		1		0		0	
	Other	1.6%		0		0		0	
	All Modes	100.0%		20	7	3	1	3	1
SF Superdistrict 3 20.5%	Auto	51.3%	1.26	17	13	3	2	3	2
	Transit	34.6%		11		2		2	
	Walk	10.4%		3		1		1	
	Other	3.6%		1		0		0	
	All Modes	100.0%		33	13	5	2	5	2
SF Superdistrict 4 9.8%	Auto	55.8%	1.50	9	6	1	1	1	1
	Transit	40.9%		6		1		1	
	Walk	0.0%		0		0		0	
	Other	3.4%		1		0		0	
	All Modes	100.0%		15	6	2	1	2	1
East Bay 18.4%	Auto	50.9%	2.13	15	7	2	1	2	1
	Transit	46.4%		14		2		2	
	Walk	0.0%		0		0		0	
	Other	2.8%		1		0		0	
	All Modes	100.0%		30	7	4	1	5	1
North Bay 5.9%	Auto	69.1%	1.53	7	4	1	1	1	1
	Transit	28.6%		3		0		0	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		9	4	1	1	1	1
South Bay 20.6%	Auto	77.9%	1.15	26	22	4	3	4	3
	Transit	19.9%		7		1		1	
	Walk	0.0%		0		0		0	
	Other	2.2%		1		0		0	
	All Modes	100.0%		33	22	5	3	5	3
Out of Region 2.2%	Auto	55.9%	1.54	2	1	0	0	0	0
	Transit	41.5%		1		0		0	
	Walk	0.0%		0		0		0	
	Other	2.6%		0		0		0	
	All Modes	100.0%		3	1	1	0	1	0
All Origins 100.0%	Auto	55.0%	1.36	88	65	13	10	14	10
	Transit	36.0%		58		9		9	
	Walk	6.4%		10		2		2	
	Other	2.7%		4		1		1	
	All Modes	100.0%		161	65	24	10	25	10

Notes:

- [1] SF Guidelines, Appendix C - Table C-1 (Daycare Centers)
 [2] SF Guidelines, Appendix C - Table C-2 (Government Office)
 [3] SF Guidelines, Appendix E - Average from Tables E-3 Work Trips to SD1 (All) and E-5 Work Trips to SD3 (All)
 [4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines
 [5] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines
 [6] SF Guidelines, Appendix C - Table C-2 (Opposite percentages to Government Office)
 [7] SF Guidelines, Appendix C - Table C-2 (Opposite percentages to Government Office)

Potrero Power Station Mixed-Use Development Project
 Re-Phase Program without PG&E Site
 LAND USE: CHILD CARE (NON-WORK TRIPS)

Proposed Size:		12,000 sq.ft.			
DAILY				AM PEAK HOUR	
Person-trip Generation Rate [1]:	67.0 trips/1000 sq.ft.	Person-trip Gen Rate:	17.8% [4]	11.9	18.0% [1]
Total Person Trips:	804 person-trips	Total Person-trips:		143	145
Non-Work Trips [2]:	80%	643 person-trips	Non-Work Person-trips:	83% [5]	119
				83% [6]	120

Percent of Origin Distribution [7]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 0.0%	Auto	21.5%	2.12	0	0	0	0	0	0
	Transit	17.9%		0		0		0	
	Walk	53.4%		0		0		0	
	Other	7.2%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
SF Superdistrict 2 0.0%	Auto	50.3%	2.00	0	0	0	0	0	0
	Transit	24.8%		0		0		0	
	Walk	14.6%		0		0		0	
	Other	10.5%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
SF Superdistrict 3 100.0%	Auto	42.6%	2.04	274	134	50	25	51	25
	Transit	25.0%		161		30		30	
	Walk	23.6%		152		28		28	
	Other	8.9%		57		10		11	
	All Modes	100.0%		643	134	119	25	120	25
SF Superdistrict 4 0.0%	Auto	55.0%	2.25	0	0	0	0	0	0
	Transit	24.5%		0		0		0	
	Walk	12.4%		0		0		0	
	Other	8.2%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
East Bay 0.0%	Auto	56.9%	2.51	0	0	0	0	0	0
	Transit	27.1%		0		0		0	
	Walk	14.8%		0		0		0	
	Other	1.3%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
North Bay 0.0%	Auto	75.9%	1.95	0	0	0	0	0	0
	Transit	8.0%		0		0		0	
	Walk	13.2%		0		0		0	
	Other	2.9%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
South Bay 0.0%	Auto	79.2%	2.34	0	0	0	0	0	0
	Transit	12.8%		0		0		0	
	Walk	6.9%		0		0		0	
	Other	1.1%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
Out of Region 0.0%	Auto	40.6%	2.64	0	0	0	0	0	0
	Transit	23.7%		0		0		0	
	Walk	24.2%		0		0		0	
	Other	11.4%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
All Origins 100.0%	Auto	42.6%	2.04	274	134	50	25	51	25
	Transit	25.0%		161		30		30	
	Walk	23.6%		152		28		28	
	Other	8.9%		57		10		11	
	All Modes	100.0%		643	134	119	25	120	25

Notes:

- [1] SF Guidelines, Appendix C - Table C-1 (Daycare Centers)
 [2] SF Guidelines, Appendix C - Table C-2 (Government Office)
 [3] SF Guidelines, Appendix E - Average from Tables E-11 Visitor Trips to SD1 (All Other) and E-15 Visitor Trips to SD3 (All Other)
 [4] Adapted from ITE Trip Generation Report, 9th Edition (2012), in combination with SF Guidelines
 [5] The AM Peak Hour % of work/non-work trips are assumed to be the same as the PM Peak Hour % shown in Table C-2 of the SF Guidelines
 [6] SF Guidelines, Appendix C - Table C-2 (Opposite percentages to Government Office)
 [7] Assumes local trips

Potrero Power Station Mixed-Use Development Project

Re-Phase Program without PG&E Site

LAND USE: LIBRARY (WORK TRIPS)

Proposed Size:		5,000 sq.ft.													
DAILY						AM PEAK HOUR		PM PEAK HOUR							
Person-trip Generation Rate [1]:		195.0 trips/1000 sq.ft.		Person-trip Gen Rate:		2.0% [4]		3.9		16.2% [1]		31.5			
Total Person Trips:		975 person-trips		Total Person-trips:				20				158			
Work Trips [1]:		3%		24 person-trips		Work Person-trips:		4% [2]		1		4% [1]		6	

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 10.6%	Auto	26.8%	1.29	1	1	0	0	0	0
	Transit	34.7%		1		0		0	
	Walk	35.8%		1		0		0	
	Other	2.7%		0		0		0	
	All Modes	100.0%		3	1	0	0	1	0
SF Superdistrict 2 12.5%	Auto	45.6%	1.25	1	1	0	0	0	0
	Transit	49.1%		1		0		0	
	Walk	3.7%		0		0		0	
	Other	1.6%		0		0		0	
	All Modes	100.0%		3	1	0	0	1	0
SF Superdistrict 3 20.5%	Auto	51.3%	1.26	3	2	0	0	1	0
	Transit	34.6%		2		0		0	
	Walk	10.4%		1		0		0	
	Other	3.6%		0		0		0	
	All Modes	100.0%		5	2	0	0	1	0
SF Superdistrict 4 9.6%	Auto	55.8%	1.50	1	1	0	0	0	0
	Transit	40.9%		1		0		0	
	Walk	0.0%		0		0		0	
	Other	3.4%		0		0		0	
	All Modes	100.0%		2	1	0	0	1	0
East Bay 18.4%	Auto	50.9%	2.13	2	1	0	0	1	0
	Transit	46.4%		2		0		0	
	Walk	0.0%		0		0		0	
	Other	2.8%		0		0		0	
	All Modes	100.0%		4	1	0	0	1	0
North Bay 5.9%	Auto	69.1%	1.53	1	1	0	0	0	0
	Transit	28.6%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		1	1	0	0	0	0
South Bay 20.6%	Auto	77.9%	1.15	4	3	0	0	1	1
	Transit	19.9%		1		0		0	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		5	3	0	0	1	1
Out of Region 2.2%	Auto	55.9%	1.54	0	0	0	0	0	0
	Transit	41.5%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	2.6%		0		0		0	
	All Modes	100.0%		1	0	0	0	0	0
All Origins 100.0%	Auto	55.0%	1.36	13	10	0	0	3	2
	Transit	36.0%		9		0		2	
	Walk	6.4%		2		0		0	
	Other	2.7%		1		0		0	
	All Modes	100.0%		24	10	1	0	6	2

Notes:

[1] Based on count data collected at the North Beach Library in San Francisco; Case No. 2008.0968I, ESA August 2009.

[2] Assumes same percentage as the PM Peak Hour.

[3] SF Guidelines Appendix E - Average from Tables E-3 Work Trips to SD1 (All) and E-5 Work Trips to SD3 (All)

[4] Based on ITE land use #590 (Library) and SANDAG.

[5] The AM and PM Peak Hour % of work/non-work trips are assumed to be the same as the daily percentages

Potrero Power Station Mixed-Use Development Project

Re-Phase Program without PG&E Site

LAND USE: LIBRARY (NON-WORK TRIPS)

Proposed Size:		5,000 sq.ft.					
DAILY				AM PEAK HOUR		PM PEAK HOUR	
Person-trip Generation Rate [1]:	195.0 trips/1000 sq.ft.	Person-trip Gen Rate:	2.0% [4]	3.9	16.2% [1]	31.5	
Total Person Trips:	975 person-trips	Total Person-trips:		20		158	
Non-Work Trips [1]:	98%	951 person-trips	Non-Work Person-trips:	97% [2]	19	97% [1]	152

Percent of Origin Distribution [6]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 0.0%	Auto	21.5%	2.12	0	0	0	0	0	0
	Transit	17.9%		0		0		0	
	Walk	53.4%		0		0		0	
	Other	7.2%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
SF Superdistrict 2 0.0%	Auto	50.3%	2.00	0	0	0	0	0	0
	Transit	24.8%		0		0		0	
	Walk	14.6%		0		0		0	
	Other	10.5%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
SF Superdistrict 3 100.0%	Auto	42.6%	2.42	405	167	8	3	65	27
	Transit	25.0%		238		5		38	
	Walk	23.6%		224		4		36	
	Other	8.9%		84		2		13	
	All Modes	100.0%		951	167	19	3	152	27
SF Superdistrict 4 0.0%	Auto	55.0%	2.25	0	0	0	0	0	0
	Transit	24.5%		0		0		0	
	Walk	12.4%		0		0		0	
	Other	8.2%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
East Bay 0.0%	Auto	56.9%	2.51	0	0	0	0	0	0
	Transit	27.1%		0		0		0	
	Walk	14.8%		0		0		0	
	Other	1.3%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
North Bay 0.0%	Auto	75.9%	1.95	0	0	0	0	0	0
	Transit	8.0%		0		0		0	
	Walk	13.2%		0		0		0	
	Other	2.9%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
South Bay 0.0%	Auto	79.2%	2.34	0	0	0	0	0	0
	Transit	12.8%		0		0		0	
	Walk	6.9%		0		0		0	
	Other	1.1%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
Out of Region 0.0%	Auto	40.6%	2.64	0	0	0	0	0	0
	Transit	23.7%		0		0		0	
	Walk	24.2%		0		0		0	
	Other	11.4%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
All Origins 100.0%	Auto	42.6%	2.42	405	167	8	3	65	27
	Transit	25.0%		238		5		38	
	Walk	23.6%		224		4		36	
	Other	8.9%		84		2		13	
	All Modes	100.0%		951	167	19	3	152	27

Notes:

[1] Based on count data collected at the North Beach Library in San Francisco; Case No. 2008.0968I, ESA August 2009.

[2] Assumes same percentage as the PM Peak Hour.

[3] SF Guidelines Appendix E - Average from Tables E-11 Visitor Trips to SD1 (All Other) and E-15 Visitor Trips to SD3 (All Other)

[4] Based on ITE land use #590 (Library) and SANDAG.

[5] The AM and PM Peak Hour % of work/non-work trips are assumed to be the same as the daily percentages

[6] Assumes local trips

Potrero Power Station Mixed-Use Development Project

Re-Phase Program without PG&E Site

LAND USE: COMMUNITY CENTER (WORK TRIPS)

Proposed Size:		25,000 sq.ft.	
DAILY			
Person-trip Generation Rate [1]:	80.0 trips/1000 sq.ft.	Person-trip Gen Rate:	6.1% [4] 4.8 13.4% [1] 10.7
Total Person Trips:	2,000 person-trips	Total Person-trips:	121 268
Work Trips [2]:	5% 100 person-trips	Work Person-trips:	5% [5] 6 5% [5] 13

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 10.6%	Auto	26.8%	1.29	3	2	0	0	0	0
	Transit	34.7%		4		0		0	
	Walk	35.8%		4		0		1	
	Other	2.7%		0		0		0	
	All Modes	100.0%		11	2	1	0	1	0
SF Superdistrict 2 12.5%	Auto	45.6%	1.25	6	5	0	0	1	1
	Transit	49.1%		6		0		1	
	Walk	3.7%		0		0		0	
	Other	1.6%		0		0		0	
	All Modes	100.0%		13	5	1	0	2	1
SF Superdistrict 3 20.5%	Auto	51.3%	1.26	10	8	1	1	1	1
	Transit	34.6%		7		0		1	
	Walk	10.4%		2		0		0	
	Other	3.6%		1		0		0	
	All Modes	100.0%		20	8	1	1	3	1
SF Superdistrict 4 9.6%	Auto	55.8%	1.50	5	4	0	0	1	0
	Transit	40.9%		4		0		1	
	Walk	0.0%		0		0		0	
	Other	3.4%		0		0		0	
	All Modes	100.0%		10	4	1	0	1	0
East Bay 18.4%	Auto	50.9%	2.13	9	4	1	0	1	1
	Transit	46.4%		9		1		1	
	Walk	0.0%		0		0		0	
	Other	2.8%		1		0		0	
	All Modes	100.0%		18	4	1	0	2	1
North Bay 5.9%	Auto	69.1%	1.53	4	3	0	0	1	0
	Transit	28.6%		2		0		0	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		6	3	0	0	1	0
South Bay 20.6%	Auto	77.9%	1.15	16	14	1	1	2	2
	Transit	19.9%		4		0		1	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		21	14	1	1	3	2
Out of Region 2.2%	Auto	55.9%	1.54	1	1	0	0	0	0
	Transit	41.5%		1		0		0	
	Walk	0.0%		0		0		0	
	Other	2.6%		0		0		0	
	All Modes	100.0%		2	1	0	0	0	0
All Origins 100.0%	Auto	55.0%	1.36	55	40	3	2	7	5
	Transit	36.0%		36		2		5	
	Walk	6.4%		6		0		1	
	Other	2.7%		3		0		0	
	All Modes	100.0%		100	40	6	2	13	5

Notes:

[1] Based on count data collected at the Gene Friend Recreation Center in San Francisco; Advant Consulting/LCW Consulting, November 2017.

[2] Estimated based on an average of 3 daily trips per employee

[3] SF Guidelines Appendix E - Average from Tables E-3 Work Trips to SD1 (All) and E-5 Work Trips to SD3 (All)

[4] Based on ITE land use #495 (Community Center)

[5] The AM and PM Peak Hour % of work/non-work trips are assumed to be the same as the daily percentages

Potrero Power Station Mixed-Use Development Project

Re-Phase Program without PG&E Site

LAND USE: COMMUNITY CENTER (NON-WORK TRIPS)

Proposed Size:		25,000 sq.ft.	
DAILY			
Person-trip Generation Rate [1]:	80.0 trips/1000 sq.ft.	Person-trip Gen Rate:	6.1% [4] 4.8 13.4% [1] 10.7
Total Person Trips:	2,000 person-trips	Total Person-trips:	121 268
Non-Work Trips [2]:	95% 1,900 person-trips	Non-Work Person-trips:	95% [5] 115 95% [5] 255

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 17.5%	Auto	21.5%	2.12	71	34	4	2	10	5
	Transit	17.9%		59		4		8	
	Walk	53.4%		178		11		24	
	Other	7.2%		24		1		3	
	All Modes	100.0%		333	34	20	2	45	5
SF Superdistrict 2 14.0%	Auto	50.3%	2.00	134	67	8	4	18	9
	Transit	24.8%		66		2		9	
	Walk	14.6%		39		4		5	
	Other	10.5%		28		2		4	
	All Modes	100.0%		266	67	16	4	36	9
SF Superdistrict 3 28.5%	Auto	42.6%	2.42	231	95	14	6	31	13
	Transit	25.0%		135		8		18	
	Walk	23.6%		128		8		17	
	Other	8.9%		48		3		6	
	All Modes	100.0%		542	95	33	6	73	13
SF Superdistrict 4 7.0%	Auto	55.0%	2.25	73	33	4	2	10	4
	Transit	24.5%		33		2		4	
	Walk	12.4%		16		1		2	
	Other	8.2%		11		1		1	
	All Modes	100.0%		133	33	8	2	18	4
East Bay 10.0%	Auto	56.9%	2.51	108	43	7	3	14	6
	Transit	27.1%		51		3		7	
	Walk	14.8%		28		2		4	
	Other	1.3%		2		0		0	
	All Modes	100.0%		190	43	12	3	25	6
North Bay 3.0%	Auto	75.9%	1.95	43	22	3	1	6	3
	Transit	8.0%		5		0		1	
	Walk	13.2%		8		0		1	
	Other	2.9%		2		0		0	
	All Modes	100.0%		57	22	3	1	8	3
South Bay 8.0%	Auto	79.2%	2.34	120	52	7	3	16	7
	Transit	12.8%		19		1		3	
	Walk	6.9%		11		1		1	
	Other	1.1%		2		0		0	
	All Modes	100.0%		152	52	9	3	20	7
Out of Region 12.0%	Auto	40.6%	2.64	93	35	6	2	12	5
	Transit	23.7%		54		3		7	
	Walk	24.2%		55		3		7	
	Other	11.4%		26		2		3	
	All Modes	100.0%		228	35	14	2	31	5
All Origins 100.0%	Auto	46.0%	2.30	873	380	53	23	117	51
	Transit	22.3%		423		26		57	
	Walk	24.3%		462		28		62	
	Other	7.5%		142		9		19	
	All Modes	100.0%		1,900	380	115	23	255	51

Notes:

[1] Based on count data collected at the Gene Friend Recreation Center in San Francisco; Advant Consulting/LCW Consulting, November 2017.

[2] Estimated based on an average of 3 daily trips per employee

[3] SF Guidelines Appendix E - Average from Tables E-11 Visitor Trips to SD1 (All Other) and E-15 Visitor Trips to SD3 (All Other)

[4] Based on ITE land use #495 (Community Center)

[5] The AM and PM Peak Hour % of work/non-work trips are assumed to be the same as the daily percentages

Potrero Power Station Mixed-Use Development Project

Re-Phase Program without PG&E Site

LAND USE: OPEN SPACE (WORK TRIPS)

Proposed Size:		6.6 Acres					
DAILY				AM PEAK HOUR	PM PEAK HOUR		
Person-trip Generation Rate [1]:	20.0 trips/acre	Person-trip Gen Rate:	13.0% [1]	2.6	9.0% [1]	1.8	
Total Person Trips:	132 person-trips	Total Person-trips:		17		12	
Work Trips [2]:	1%	1 person-trips	Work Person-trips:	1% [4]	0	1% [4]	0

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [3]	Average Vehicle Occupancy [3]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 10.6%	Auto	26.8%	1.29	0	0	0	0	0	0
	Transit	34.7%		0		0		0	
	Walk	35.8%		0		0		0	
	Other	2.7%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
SF Superdistrict 2 12.5%	Auto	45.6%	1.25	0	0	0	0	0	0
	Transit	49.1%		0		0		0	
	Walk	3.7%		0		0		0	
	Other	1.6%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
SF Superdistrict 3 20.5%	Auto	51.3%	1.26	0	0	0	0	0	0
	Transit	34.6%		0		0		0	
	Walk	10.4%		0		0		0	
	Other	3.6%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
SF Superdistrict 4 9.6%	Auto	55.8%	1.50	0	0	0	0	0	0
	Transit	40.9%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	3.4%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
East Bay 18.4%	Auto	50.9%	2.13	0	0	0	0	0	0
	Transit	46.4%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	2.8%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
North Bay 5.9%	Auto	69.1%	1.53	0	0	0	0	0	0
	Transit	28.6%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
South Bay 20.6%	Auto	77.9%	1.15	0	0	0	0	0	0
	Transit	19.9%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	2.2%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
Out of Region 2.2%	Auto	55.9%	1.54	0	0	0	0	0	0
	Transit	41.5%		0		0		0	
	Walk	0.0%		0		0		0	
	Other	2.6%		0		0		0	
	All Modes	100.0%		0	0	0	0	0	0
All Origins 100.0%	Auto	55.0%	1.36	1	1	0	0	0	0
	Transit	36.0%		0		0		0	
	Walk	6.4%		0		0		0	
	Other	2.7%		0		0		0	
	All Modes	100.0%		1	1	0	0	0	0

Notes:

[1] Traffic Generators, San Diego Association of Governments, 2002 (Regional Park)

[2] Mission Bay FSEIR estimated 1 employee per acre; assuming 2 daily trips per employee it means 10% work trips (1 x 2 / 20 = 0.1)

[3] SF Guidelines Appendix E - Average from Tables E-3 Work Trips to SD1 (All) and E-5 Work Trips to SD3 (All)

[4] The AM and PM Peak Hour % of work/non-work trips are assumed to be the same as the daily percentages

Potrero Power Station Mixed-Use Development Project

Re-Phase Program without PG&E Site

LAND USE: OPEN SPACE (NON-WORK TRIPS)

Proposed Size:		6.6 Acres					
DAILY				AM PEAK HOUR	PM PEAK HOUR		
Person-trip Generation Rate [1]:	20.0 trips/acre	Person-trip Gen Rate:	13.0% [5]	2.6	9.0% [1]	1.8	
Total Person Trips:	132 person-trips	Total Person-trips:		17		12	
Non-Work Trips [2]:	99%	131 person-trips	Non-Work Person-trips:	99% [6]	17	99% [2]	12

Percent of Origin Distribution [3]	Mode of Travel	Percent Distribution [4]	Average Vehicle Occupancy [4]	Daily		AM Peak Hour		PM Peak Hour	
				Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips	Person Trips	Vehicle-Trips
SF Superdistrict 1 17.5%	Auto	21.5%	2.12	5	2	1	0	0	0
	Transit	17.9%		4		1		0	
	Walk	53.4%		12		2		1	
	Other	7.2%		2		0		0	
	All Modes	100.0%		23	2	3	0	2	0
SF Superdistrict 2 14.0%	Auto	50.3%	2.00	9	5	1	1	1	0
	Transit	24.8%		5		1		0	
	Walk	14.6%		3		0		0	
	Other	10.5%		2		0		0	
	All Modes	100.0%		18	5	2	1	2	0
SF Superdistrict 3 28.5%	Auto	42.6%	2.42	16	7	2	1	1	1
	Transit	25.0%		9		1		1	
	Walk	23.6%		9		1		1	
	Other	8.9%		3		0		0	
	All Modes	100.0%		37	7	5	1	3	1
SF Superdistrict 4 7.0%	Auto	55.0%	2.25	5	2	1	0	0	0
	Transit	24.5%		2		0		0	
	Walk	12.4%		1		0		0	
	Other	8.2%		1		0		0	
	All Modes	100.0%		9	2	1	0	1	0
East Bay 10.0%	Auto	56.9%	2.51	7	3	1	0	1	0
	Transit	27.1%		4		0		0	
	Walk	14.8%		2		0		0	
	Other	1.3%		0		0		0	
	All Modes	100.0%		13	3	2	0	1	0
North Bay 3.0%	Auto	75.9%	1.95	3	2	0	0	0	0
	Transit	8.0%		0		0		0	
	Walk	13.2%		1		0		0	
	Other	2.9%		0		0		0	
	All Modes	100.0%		4	2	1	0	0	0
South Bay 8.0%	Auto	79.2%	2.34	8	4	1	0	1	0
	Transit	12.8%		1		0		0	
	Walk	6.9%		1		0		0	
	Other	1.1%		0		0		0	
	All Modes	100.0%		10	4	1	0	1	0
Out of Region 12.0%	Auto	40.6%	2.64	6	2	1	0	1	0
	Transit	23.7%		4		0		0	
	Walk	24.2%		4		0		0	
	Other	11.4%		2		0		0	
	All Modes	100.0%		16	2	2	0	1	0
All Origins 100.0%	Auto	46.0%	2.30	60	26	8	3	5	2
	Transit	22.3%		29		4		3	
	Walk	24.3%		32		4		3	
	Other	7.5%		10		1		1	
	All Modes	100.0%		131	26	17	3	12	2

Notes:

[1] Traffic Generators, San Diego Association of Governments, 2002 (Regional Park)

[2] Mission Bay FSEIR estimated 1 employee per acre; assuming 2 daily trips per employee it means 10% work trips (1 x 2 / 20 = 0.1)

[3] SF Guidelines Appendix E - Average from Tables E-11 Visitor Trips to SD1 (All Other) and E-15 Visitor Trips to SD3 (All Other)

[4] The AM and PM Peak Hour % of work/non-work trips are assumed to be the same as the daily percentages

Parking Demand

Potrero Power Station Mixed-Use Development Project
Re-Phase Program without PG&E Site

PARKING DEMAND	Studio / 1-bed units	2 or more bed units	Hotel	Office	R&D	PDR	General Retail	Supermarket	Sit-down Restaurant	Quick-Serv. Restaurant	Childcare	Library	Community Center	Open Space	Total Development
Midday Period (Noon to 2 PM) Peak Parking Demand															
SHORT-TERM DEMAND															
Daily visitors vehicle trips				1,783	612	26	248	2,048	1,123	2,218	3	38	295	24	8,417
Turnover rate (vehicles per space)				5.5	5.5	5.5	5.5	11.0	5.5	5.5	5.5	5.5	5.5	5.5	6.2
Peak short-term demand (spaces)				163	56	3	23	94	103	202	1	4	27	3	679
% of peak demand during period (ULI)				100%	100%	100%	100%	100%	75%	100%	100%	100%	100%	100%	96%
Total short-term demand (spaces)				163	56	3	23	94	78	202	1	4	27	3	654
LONG-TERM DEMAND															
Residential/Hotel Demand															
Percentage of affordable residential units	18%	18%													
Peak parking demand (spaces per unit/hotel room)	0.62	0.90	0.80												
Peak parking demand (spaces)	473	502	200												1,175
% of peak demand during period (ULI)	70%	70%	60%												68%
<i>Subtotal long-term demand (spaces)</i>	<i>332</i>	<i>352</i>	<i>120</i>												<i>804</i>
Employee Demand															
Average gsf, rooms or acres per daytime employee			2.3	276	405	276	350	350	350	350	345	850	780	10	
Number of daytime employees			110	3,013	1,594	43	24	100	77	57	35	6	32	1	5,092
% of employees who drive			59%	56%	56%	56%	57%	57%	56%	57%	55%	55%	58%	56%	56%
Number of employees who drive			65	1,682	890	24	14	57	43	33	19	3	19	0	2,848
Average employee vehicle occupancy			1.39	1.37	1.37	1.37	1.37	1.37	1.37	1.38	1.36	1.36	1.38	1.37	1.37
Peak parking demand (spaces)			47	1,229	650	18	10	42	32	24	15	3	14	1	2,085
% of peak demand during period (ULI)			100%	100%	100%	100%	100%	100%	90%	100%	100%	100%	100%	100%	100%
<i>Subtotal long-term demand (spaces)</i>	<i>47</i>	<i>1,229</i>	<i>650</i>	<i>18</i>	<i>10</i>	<i>42</i>	<i>29</i>	<i>24</i>	<i>15</i>	<i>3</i>	<i>14</i>	<i>1</i>	<i>2,082</i>		<i>2,082</i>
Total long-term demand (spaces)	332	352	167	1,229	650	18	10	42	29	24	15	3	14	1	2,886
TOTAL PARKING DEMAND (spaces)	332	352	167	1,392	706	21	33	136	107	226	16	7	41	4	3,540
Evening Period (7 PM to 9 PM) Peak Parking Demand															
SHORT-TERM DEMAND															
Daily visitors vehicle trips				1,783	612	26	248	2,048	1,123	2,218	3	38	295	24	8,417
Turnover rate (vehicles per space)				5.5	5.5	5.5	5.5	11.0	5.5	5.5	5.5	5.5	5.5	5.5	6.2
Peak short-term demand (spaces)				163	56	3	23	94	103	202	1	4	27	3	679
% of peak demand during period (ULI)				5%	5%	5%	90%	90%	100%	80%	0%	5%	10%	50%	57%
Total short-term demand (spaces)				9	3	1	21	85	103	162	-	1	3	2	390
LONG-TERM DEMAND															
Residential/Hotel Demand															
Percentage of affordable residential units	18%	18%													
Peak parking demand (spaces per unit/hotel room)	0.62	0.90	0.80												
Peak parking demand (spaces)	473	502	200												1,175
% of peak demand during period (ULI)	100%	100%	90%												98%
<i>Subtotal long-term demand (spaces)</i>	<i>473</i>	<i>502</i>	<i>180</i>												<i>1,155</i>
Employee Demand															
Average gsf, rooms or acres per daytime employee			2.3	276	405	276	350	350	350	350	345	850	780	10	
Number of daytime employees			110	3,013	1,594	43	24	100	77	57	35	6	32	1	5,092
% of employees who drive			59%	56%	56%	56%	57%	57%	56%	57%	55%	55%	58%	56%	56%
Number of employees who drive			65	1,682	890	24	14	57	43	33	19	3	19	0	2,848
Average employee vehicle occupancy			1.39	1.37	1.37	1.37	1.37	1.37	1.37	1.38	1.36	1.36	1.38	1.37	1.37
Peak parking demand (spaces)			47	1,229	650	18	10	42	32	24	15	3	14	1	2,085
% of peak demand during period (ULI)			20%	10%	10%	10%	100%	100%	100%	90%	5%	5%	10%	50%	15%
<i>Subtotal long-term demand (spaces)</i>	<i>10</i>	<i>123</i>	<i>65</i>	<i>2</i>	<i>10</i>	<i>42</i>	<i>32</i>	<i>22</i>	<i>1</i>	<i>1</i>	<i>2</i>	<i>1</i>	<i>311</i>		<i>311</i>
Total long-term demand (spaces)	473	502	190	123	65	2	10	42	32	22	1	1	2	1	1,466
TOTAL PARKING DEMAND (spaces)	473	502	190	132	68	3	31	127	135	184	1	2	5	3	1,856

Commercial Vehicle and Service Loading Demand

Potrero Power Station Mixed-Use Development Project
TRUCK AND SERVICE VEHICLE LOADING DEMAND [a]

Land Use	Gross Square Feet	Daily Vehicle Generation Ratio (R)	Turnover (minutes)	Daily Trucks/ Service Vehicles	Loading Space Demand	
					Average Hour	Peak Hour [b]
Re-Phase Program without PG&E Site						
Residential	1,277,450 gsf	0.03	25	38	2	2
Hotel	241,574 gsf	0.09	25	22	1	1
Office/R&D/PDR [c]	1,489,344 gsf	0.21	25	313	14	18
General Retail	8,400 gsf	0.22	25	2	0	0
Supermarket [d]	35,000 gsf	1.26	40	44	3	4
Restaurant [e]	46,839 gsf	3.60	25	169	8	10
Community Facilities	42,000 gsf	0.10	25	4	0	0
Total	3,140,607 gsf	0.19		592	29	36

General Loading Demand Equations (SF Guidelines)

$$\begin{aligned} \text{Daily Trips} &= (\text{GSF} / 1,000) * R \\ \text{Average Hour} &= (\text{GSF} / 1,000) * R / 9 / 2.4 \\ \text{Peak Hour} &= (\text{GSF} / 1,000) * (R * 1.25) / 9 / 2.4 \\ R &= \text{Daily truck trip generation per 1,000 gsf of use from Table H-1 in SF Guidelines} \end{aligned}$$

Notes:

- [a] Daily truck trip generation rate and average and peak hour loading space demand based on SF Guidelines for all land uses except Supermarkets; numbers may not sum to total due to rounding.
- [b] Peak hour of the commercial loading demand, which generally occurs between 10 AM and 1 PM.
- [c] Includes light industrial and arts uses.
- [d] Supermarket rate based on data in the 2001 Market Street TIS, Final Report, November 2010, Case File No. 2008.0550E
- [e] Includes assembly space, with a 60 percent occupancy efficiency factor.

2a PHASING ANALYSIS – RE-PHASE PROGRAM

Potrero Power Station Mixed-Use Development Project
Daily, AM Peak Hour, and PM Peak Hour Trip Generation by Project Phase

	POTRERO POWER STATION RE-PHASE PROGRAM								
	Phase 3 (Buildout)				Phase 1			Phase 2	
Area (gsf)									
Residential/Hotel	2,644,558	gsf	62%		712,950	gsf	37%	1,589,488	gsf 50%
Commercial	1,509,344	gsf	35%		1,171,104	gsf	60%	1,509,344	gsf 48%
Retail	100,239	gsf	2%		47,400	gsf	2%	61,677	gsf 2%
Community Facilities	42,000	gsf	1%		12,000	gsf	1%	17,000	gsf 1%
Total	4,296,141	gsf	100%		1,943,454	gsf	100%	3,177,509	gsf 100%
<i>% of buildout</i>					<i>45%</i>			<i>74%</i>	
Internal Person Trips									
Daily	21,671				6,622			13,131	
<i>% of buildout</i>					<i>31%</i>			<i>61%</i>	
AM Peak Hour	1,345				446			810	
<i>% of buildout</i>					<i>33%</i>			<i>60%</i>	
PM Peak Hour	2,801				962			1,727	
<i>% of buildout</i>					<i>34%</i>			<i>62%</i>	
Internal Person Trips as a % of Total									
Daily	28%				17%			25%	
AM Peak Hour	21%				15%			18%	
PM Peak Hour	30%				22%			27%	
External Vehicle Trips									
Daily	16,368				9,109			11,653	
AM Peak Hour	1,831				965			1,397	
- Inbound	1,047				678			914	
- Outbound	783				286			484	
<i>% of daily</i>	<i>11.2%</i>				<i>10.6%</i>			<i>12.0%</i>	
PM Peak Hour	2,192				1,141			1,599	
- Inbound	1,029				402			640	
- Outbound	1,163				739			959	
<i>% of daily</i>	<i>13.4%</i>				<i>12.5%</i>			<i>13.7%</i>	

2b PHASING ANALYSIS – RE-PHASE PROGRAM – MAX. RESIDENTIAL

Potrero Power Station Mixed-Use Development Project
Daily, AM Peak Hour, and PM Peak Hour Trip Generation by Project Phase

POTRERO POWER STATION RE-PHASE PROGRAM - MAXIMUM RESIDENTIAL											
		Phase 3 (Buildout)				Phase 1			Phase 2		
Area (gsf)											
Residential/Hotel		2,549,792	gsf	61%		712,950	gsf	37%	1,494,722	gsf	48%
Commercial		1,509,344	gsf	36%		1,171,104	gsf	60%	1,509,344	gsf	49%
Retail		100,239	gsf	2%		47,400	gsf	2%	61,677	gsf	2%
Community Facilities		42,000	gsf	1%		12,000	gsf	1%	17,000	gsf	1%
<i>Total</i>		<i>4,201,375</i>	<i>gsf</i>	<i>100%</i>		<i>1,943,454</i>	<i>gsf</i>	<i>100%</i>	<i>3,082,743</i>	<i>gsf</i>	<i>100%</i>
<i>% of buildout</i>						<i>46%</i>			<i>73%</i>		
Internal Person Trips											
Daily		21,503				6,622			13,006		
<i>% of buildout</i>						<i>31%</i>			<i>60%</i>		
AM Peak Hour		1,363				446			816		
<i>% of buildout</i>						<i>33%</i>			<i>60%</i>		
PM Peak Hour		2,900				962			1,746		
<i>% of buildout</i>						<i>33%</i>			<i>60%</i>		
Internal Person Trips as a % of Total											
Daily		28%				17%			25%		
AM Peak Hour		22%				15%			18%		
PM Peak Hour		31%				22%			27%		
External Vehicle Trips											
Daily		16,393				9,109			11,664		
AM Peak Hour		1,845				965			1,416		
- Inbound		1,038				678			907		
- Outbound		807				286			509		
<i>% of daily</i>		<i>11.3%</i>				<i>10.6%</i>			<i>12.1%</i>		
PM Peak Hour		2,187				1,141			1,619		
- Inbound		1,037				402			659		
- Outbound		1,150				739			960		
<i>% of daily</i>		<i>13.3%</i>				<i>12.5%</i>			<i>13.9%</i>		

2c PHASING ANALYSIS – RE-PHASE PROGRAM NO PG&E SITE

Potrero Power Station Mixed-Use Development Project
Daily, AM Peak Hour, and PM Peak Hour Trip Generation by Project Phase

	POTRERO POWER STATION RE-PHASE PROGRAM - NO PG&E SITE									
	Phase 3 (Buildout)				Phase 1			Phase 2		
Area (gsf)										
Residential/Hotel	1,519,024	gsf	48%		712,950	gsf	37%	1,226,164	gsf	43%
Commercial	1,489,344	gsf	47%		1,171,104	gsf	60%	1,489,344	gsf	53%
Retail	100,239	gsf	3%		47,400	gsf	2%	61,677	gsf	2%
Community Facilities	42,000	gsf	1%		12,000	gsf	1%	42,000	gsf	1%
Total	3,150,607	gsf	100%		1,943,454	gsf	100%	2,819,185	gsf	100%
<i>% of buildout</i>					<i>62%</i>			<i>89%</i>		
Internal Person Trips										
Daily	13,178				6,622			10,489		
<i>% of buildout</i>					<i>50%</i>			<i>80%</i>		
AM Peak Hour	793				446			631		
<i>% of buildout</i>					<i>56%</i>			<i>80%</i>		
PM Peak Hour	1,654				962			1,372		
<i>% of buildout</i>					<i>58%</i>			<i>83%</i>		
Internal Person Trips as a % of Total										
Daily	20%				17%			20%		
AM Peak Hour	16%				15%			15%		
PM Peak Hour	22%				22%			23%		
External Vehicle Trips										
Daily	14,865				9,109			11,528		
AM Peak Hour	1,465				965			1,303		
- Inbound	961				678			901		
- Outbound	505				286			402		
<i>% of daily</i>	<i>9.9%</i>				<i>10.6%</i>			<i>11.3%</i>		
PM Peak Hour	1,886				1,141			1,561		
- Inbound	758				402			574		
- Outbound	1,127				739			987		
<i>% of daily</i>	<i>12.7%</i>				<i>12.5%</i>			<i>13.5%</i>		

Appendix E.2

Supplemental Air Quality Supporting Information, Re-Phase Program

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MEMORANDUM

To: **Paul Mitchell, ESA**

From: **Akshay Ashok, PhD**
Shannon Lee
Michael Keinath, PE

Subject: **Analysis of Project Rephase for the Potrero Power Station
Mixed-Use Development**

Date August 24, 2020

Ramboll understands that the Project Sponsor for the Potrero Power Station Mixed-Use Development ("PPS" or the "Project") proposes a Project rephasing ("PPS Rephase" or the "Project Rephase") to the Project Variant evaluated in the Final Environmental Impact Report ("FEIR"). Ramboll analysed the air quality and human health impacts of the changes in phasing for the Potrero Power Station Mixed-Use Development. The Project Rephase includes the following changes to proposed construction phasing, schedule and building construction relative to the Project Variant which was approved in 2019:

- Consolidating vertical and open space development into three phases instead of six phases
- Lowering operational traffic volumes by 14%

Table 1 and **Figure 1** show the Project Rephase construction schedule and phasing diagram. **Figure 2** shows the Project Rephase operational land use areas to be developed.

This memorandum describes a quantitative analysis of mass emissions and health risk from the construction and operation of the Project Rephase.

METHODS

Emissions from construction activities are calculated based on a detailed construction inventory previously calculated for the Project Variant. This was done because detailed construction activity data (i.e., construction equipment quantities and usage data) specific to the construction activities in the Project Rephase was not available.¹

¹ The Project Sponsor's construction contractor, TRC Companies, prepared a memo dated July 7, 2020 describing changes to the Construction Worker and Equipment Resource Table that are necessary due to the proposed earthwork phasing shift associated with the Project Rephase. Because Ramboll's approach to estimating construction emissions relied on scaling emissions based on developed areas/blocks and did not use detailed construction equipment information, these changes were not incorporated into this analysis. However, a screening-level analysis indicates that changes to off-site resident and school impacts resulting from changes described in the TRC memo would be minimal, and impacts to Pier 70 and on-site MEIRs would likely be lower than those presented in this analysis.

Ramboll
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Construction emissions were scaled from the Project Variant inventory on a block-by-block basis using total developed area, and were similarly developed for grading and open space paving according to the areas being graded or paved in the Project Rephase. Emissions were then summed over all the blocks and areas being developed within a particular phase in the Project Rephase. Construction emissions are controlled using Tier 4 equipment.

Emissions from operational activities are calculated using the California Emissions Estimator Model (CalEEMod) with land use areas specific to the Project Rephase (as shown in **Figure 2**). Controlled emissions are estimated implementing the construction and operational mitigation measures identified in the FEIR. Per the Project Sponsor, there are no changes to the number of emergency generators in the Project Variant relative to the Proposed Project evaluated in the FEIR.

The health risk assessment follows the approach used in the FEIR. Ramboll evaluated excess cancer risks from the emissions of respirable particulate matter with diameter less than 10 micrometers (PM₁₀) from construction and operational sources. The analysis assumes all PM₁₀ from construction equipment and operational sources is diesel particulate matter, or DPM.

MASS EMISSIONS OF CRITERIA AIR POLLUTANTS

Controlled construction criteria air pollutant (CAP) emissions by Phase is shown in **Table 2a**. While the total mass of construction CAP emissions is within 4% of the Project Variant, emissions are distributed over Phases 1-3 instead of six phases. Per the Project Sponsor, Phase 0 construction will continue as part of the Project Rephase in the same manner as the Project Variant, with Phase 0.1 activities over the tank farms occurring as part of Phase 0. Therefore, Phase 0 construction emissions are very similar to those in the Project Rephase. Construction activities related to shoreline improvements and construction of the dock are assumed to occur as previously established in Phase 0 and Phase 1, respectively.

Controlled annual operational CAP emissions for full buildout of the Project Variant are shown in **Table 3a** (annual) and **Table 3b** (daily). Operational emissions from the Project Rephase are similar to those from the Project Variant, with minor variations resulting from changes in land use and reduced traffic volumes. **Table 3c** and **Table 3d** provide emissions for interim years of operation when individual blocks begin operation. Blocks are assumed to begin operation as soon as vertical development is completed. Since a detailed construction schedule was not available (only the year of completion of each block was provided), CalEEMod was conservatively run assuming each block begins operation in the year during which vertical development is completed (i.e., CalEEMod was run for calendar year 2026 to conservatively model operational emissions from Blocks 2, 7 and 15 given that they are scheduled to complete vertical development in 2026).

Controlled construction and operational emissions are compared against the Bay Area Air Quality Management District (BAAQMD) mass emission thresholds in **Table 4a** (annual emissions) and **Table 4b** (daily average emissions). The emissions are analysed on an annual basis, noting that the year of impacts is representative based on the current construction schedule and any delays to construction will likely result in changes to the year of impacts. Significance of mass emissions remains unchanged relative to the Project Variant, with operational ROG and NO_x emissions at full buildout exceeding BAAQMD daily and annual CAP emissions thresholds (albeit by a lower amount, due to changes in overall block development). Annual ROG and NO_x emission thresholds are exceeded when Blocks 12 and 14 begin operation and remain elevated in the subsequent years.

HEALTH RISK

The health risk assessment (HRA) for the Project Rephase was performed using the same methods used in the FEIR. Ramboll used AERMOD to calculate dispersion factors for construction of each block

and graded/paved areas. Dispersion factors for other sources that remain unchanged (e.g., construction Phase 0, marine construction and haul routes) and operational emergency generators were taken from calculations performed for the FEIR.

Intake factors were re-calculated to reflect the changes in construction phase start dates and durations. Default exposure parameters recommended by the Office of Environmental Health Hazard Assessment (OEHHA) and BAAQMD were used (presented in the FEIR). On-Site residents were assumed to move into each completed phase at the conclusion of construction and be exposed to all subsequent phases of construction and operational emissions. Exposure at off-site receptors was assumed to begin in 2020 for school and off-site resident receptors, while Pier 70 receptors were assumed to begin exposure in 2029 as this hypothetical scenario resulted in the most conservative risk estimate. Cancer risks and PM_{2.5} impacts related to operational traffic were scaled down by 14.4% as daily traffic volumes are expected to decrease in the Project Rephase relative to the Project Variant.² Background risks were taken from the San Francisco Citywide Health Risk Assessment (CHRA) published in February 2020. Assumptions for cumulative impacts from Pier 70 construction remain the same as those presented in the FEIR.

While onsite cancer risks were evaluated at potential daycare sites as well as residential units assuming a 30-year residential exposure scenario, the maximum onsite risk impacts were found to be located at a potential daycare site where the assumption of a residential exposure scenario would not apply. Thus, the onsite MEIR was selected to be the next highest impact location, which was located in Block 8 (a residential unit).³

Table 5 shows the cumulative cancer risk estimates at the on-site and off-site maximally exposed individual receptors (MEIRs), while **Table 6** shows PM_{2.5} concentration estimates at the on-site and off-site MEIRs. On-site and Pier 70 residential risks were below the cumulative cancer risk criteria of 100 per one million, and therefore less than significant. While cumulative risks at the non-Pier 70 residential and school MEIRs were above the 100 per one million risk, these MEIRs fall within the City of San Francisco's Air Pollution Exposure Zone (APEZ) since the background risks are themselves above the 100 per one million threshold. In this case, significance is assessed by comparing Project-related impacts against a threshold of 7 per one million, and Project Rephase cancer risk impacts are less than that threshold. Cumulative PM_{2.5} concentrations at all receptors are below 10 µg/m³, and therefore less than significant. Thus, all cancer risk and PM_{2.5} impacts are below their respective cancer risk thresholds indicating that the impacts of the Project Rephase are less-than-significant.

The locations of the MEIRs are shown in **Figure 3** (cancer risk MEIRs) and **Figure 4** (PM_{2.5} MEIRs). As seen in the figures, MEIRs occurred at a different location for the Project Rephase compared to the Project Variant, except for the off-site non-Pier 70 resident.

² The reduction in trip generation was based on information provided by the traffic consultant on July 10, 2020, titled "Estimation of Potrero Power Station Re-Phase Program Travel Demand, July 2020".

³ The Project-related cancer risk at the Block 8 residential MEIR was within 2% of the risk at the daycare site.

TABLES

Table 1
Project Rephase Construction Phasing
Potrero Power Station Mixed-Use Development Project
San Francisco, California

Phase ^{1,2}	Description	Start Year	End Year	# of Work Days
0	Demolition, Site preparation, Rough Grading for the entire Project, and Interim Surface Parking Improvements	Jan-20	Dec-23	1043
1	Grading, Building Construction (Blocks 2, 7, 8, 11, 12, 15), Paving, Architectural Coating	Jan-22	Dec-28	1826
2	Building Construction (Blocks 1, 3, 4, 9, 14), Paving, Architectural Coating	Jan-26	Dec-31	1564
3	Grading, Building Construction (Blocks 5, 13), Paving, Architectural Coating	Jan-30	Dec-35	1564

Notes:

¹: Project construction schedule provided by the Project Sponsor. Construction was assumed to start January 1 of the provided starting year and end on December 31 of the provided ending year.

Table 2a
Construction CAP Emissions from Project Rephase - Controlled
Potrero Power Station Mixed-Use Development Project
San Francisco, California

Total CAP Emissions					
Phase	Source	Emissions ¹			
		ROG	NO _x	PM ₁₀	PM _{2.5}
		lbs			
0	Off-road Equipment ²	2,084	14,000	435	435
1		3,167	28,853	419	419
2		2,428	21,192	285	285
3		1,622	15,605	185	185
0	On-road Trucks and Vehicles ³	345	3,314	17	16
1		500	2,593	22	20
2		360	1,902	16	15
3		164	1,397	8	8
0	Architectural Coating ⁴ Off-Gassing	0	--	--	--
1		22,957	--	--	--
2		15,037	--	--	--
3		15,912	--	--	--
0	Paving ⁵ Off-Gassing	0	--	--	--
1		15	--	--	--
2		10	--	--	--
3		28.5	--	--	--
Total Emissions (lbs)		64,628	88,856	1,388	1,384

Table 2a
Construction CAP Emissions from Project Rephase - Controlled
Potrero Power Station Mixed-Use Development Project
San Francisco, California

Average Daily Emissions					
Phase	Days of Construction per Phase ⁶	Emissions ²			
		ROG	NO _x	PM ₁₀	PM _{2.5}
		lbs/day			
0	1043	2.3	17	0.43	0.43
1	1826	15	17	0.24	0.24
2	1564	11	15	0.19	0.19
3	1564	11	11	0.12	0.12

Maximum Yearly Emissions					
Phase	Maximum Annual Construction days per Phase ⁷	Emissions ²			
		ROG	NO _x	PM ₁₀	PM _{2.5}
		tons/yr			
0	260	0.30	2.2	0.056	0.056
1	260	1.9	2.2	0.031	0.031
2	260	1.5	1.9	0.025	0.025
3	260	1.5	1.4	0.016	0.016

Notes:

- ¹. Emissions were estimated based on construction emissions previously calculated for the Project Variant. The Project Variant construction inventory was scaled by block or open space grading/paving according to the area being developed in the Project Rephase. The inventory for the Project Variant was calculated using methodologies consistent with CalEEMod® and the Project DEIR.
- ². Controlled emissions are calculated based on Tier 4 emission factors for off-road construction equipment and Tier 3 for in-water equipment.
- ³. Onroad emissions from worker, vendor and hauling trips was calculated by scaling the inventory previously calculated from the Project Variant by area of land being developed. Mitigated emissions are calculated assuming 2010 or newer haul trucks are used.
- ⁴. Architectural Coating emissions are calculated in Table 2b.
- ⁵. Paving emissions are calculated in Table 2c.
- ⁶. Days of construction per phase shown are the number of work days for each phase and were provided by the Project Sponsor. Total length of construction for the Project does not equal the sum of the total of days in each phase since there are overlapping phases.
- ⁷. Maximum Annual Construction Days per Phase shown represent the maximum number of work days expected over a 365-day timeframe for each Phase. This analysis is assuming 260 maximum work days.

Table 2a
Construction CAP Emissions from Project Rephase - Controlled
Potrero Power Station Mixed-Use Development Project
San Francisco, California

Abbreviations:

CAP - criteria air pollutant	NOx - nitrogen oxide compounds (NO + NO ₂)
CalEEMod® - California Emissions Estimator Model	PM ₁₀ - particulate matter less than 10 micrometers
CAPCOA - California Air Pollution Control Officers Association	PM _{2.5} - particulate matter less than 2.5 micrometers
CEQA - California Environmental Quality Act	ROG - reactive organic gas
lb - pound	

References:

California Air Pollution Control Officers Association (CAPCOA). 2016. CalEEMod.
Available at: <http://www.caleemod.com>.

Table 2b
Architectural Coating Emissions
Potrero Power Station Mixed-Use Development Project
San Francisco, California

Coating Category	Interior	Exterior	
VOC Content (g/L) ¹	100	150	
Emission Factor (lb/ft ²) ²	0.0046	0.0069	
Land Use	Fraction of Surface Area Painted ² (%)		Painted Area Multiplier ²
Residential	75%	25%	2.7
Non-Residential	75%	25%	2
Parking	0%	6%	--

SCENARIO³: Project Rephase

Construction Phase	Block	Building Square Footage ⁴			Painted Areas		ROG Emissions
		Residential Area	Non-residential Area	Parking Area	Interior	Exterior	
		ft ²	ft ²	ft ²	ft ²	ft ²	tons
1	2	0	329,898	51,003	494,847	168,009	1.7
	7	407,400	11,000	72,675	841,485	284,856	2.9
	8	305,550	5,000	48,600	626,239	211,662	2.2
	11	0	236,335	48,450	354,502.5	121,075	1.2
	12	0	208,271	26,730	312,407	105,739	1.1
	15	0	440,000	0	660,000	220,000	2.3
2	1	394,204	5,000	33,937	805,763	270,624	2.8
	3	0	320,640	55,436	480,960	163,646	1.7
	4	163,000	7,757	50,917	341,711	116,959	1.2
	9	0	245,694	15,960	368,541	123,805	1.3
	14	77,760	0	9,720	157,464	53,071	0.5
3	5	292,860	38,562	287,933	650,885	234,237	2.3
	13	762,210	45,000	185,440	1,610,975	548,118	5.6
Total							27.0

Notes:

- VOC content of paint is assumed to be consistent with BAAQMD Regulation 8, Rule 3. ROG and VOC can be used interchangeably for CEQA analysis.
- CalEEMod default architectural coating emissions parameters.
- VOC emissions are calculated for the Project Rephase program.
- Building footprint provided by the Project Sponsor.

Abbreviations:

BAAQMD - Bay Area Air Quality Management Plan - liters
 CalEEMod® - California Emissions Estimator - pounds
 CEQA - California Environmental Quality Act
 g - gram
 gal - gallons
 ft² - square feet
 VOC - volatile organic compound

References:

BAAQMD. 2009. Regulation 8 Rule 3 Architectural Coatings. July.
 California Air Pollution Control Officers Association (CAPCOA). 2016. Appendix A. Available at:
<http://www.caleemod.com>

Table 2c
Asphalt Paving Off-Gassing Emissions
Potrero Power Station Mixed-Use Development Project
San Francisco, California

Construction Phase	Building	Parking Area ¹		ROG Emission Factor ²	ROG Emissions ²
		ft ²	acres	lb/acre	lb
1	2	51,003	1.2	2.6	3.1
	7	72,675	1.7		4.4
	8	48,600	1.1		2.9
	11	48,450	1.1		2.9
	12	26,730	0.6		1.6
	15	0,000	0.0		0
2	1	33,937	0.8		2.0
	3	55,436	1.3		3.3
	4	50,917	1.2		3.1
	9	15,960	0.4		1.0
	14	9,720	0.2		0.6
	5	287,933	6.6		17.3
3	13	185,440	4.3		11
Total		886,801	20		53

Notes:

¹. Parking areas based on total garage square footage provided by the Project Sponsor.

². ROG emissions from paving the parking areas were calculated consistent with CalEEMod® methodology.

Abbreviations:

CalEEMod® - California Emissions Estimator MODel

CAPCOA - California Air Pollution Control Officers Association

CEQA - California Environmental Quality Act

lb - pound

ft² - square feet

ROG - Reactive Organic Gases

References:

California Air Pollution Control Officers Association (CAPCOA). 2016. Appendix A. Available at: <http://www.caleemod.com>

Table 3a
Project Re-Phase Program Operational CAP Annual Emissions (Controlled) for the Full Build Out Year
Potrero Power Station Mixed-Use Development Project
San Francisco, California

Emissions Source	CAP Emissions ^{1,2} [ton/year]			
	ROG	NO _x	PM ₁₀ Total	PM _{2.5} Total ³
Net Generator Emissions	0.049	1.6	0.012	0.012
Architectural Coating	2.7	--	--	--
Consumer Products ⁴	13	--	--	--
Hearths	0.01	0.09	0.01	0.01
Landscaping	0.55	0.21	0.10	0.10
Building Energy Use	0.38	3	0.27	0.27
On-Road Fugitive Dust ⁵	--	--	4.9	1.4
On-Road Exhaust ⁵	1.7	8	0.050	0.046
TRUs ⁶	0.0091	0.068	0.00040	0.00037
Total Project Emissions	18	13	5.4	1.9

Notes:

- ¹ Emissions estimated using CalEEMod version 2016.3.2. Emissions controls include Tier 4 emergency generators and TRUs plugged in during unloading.
- ² Operational CAP emissions were estimated for the full Project build-out in 2036. Operations during all other years (while construction is still taking place) will have less emissions than the full build-out year presented above.
- ³ PM_{2.5} are assumed to be equivalent to PM₁₀ emissions for the emergency generators.
- ⁴ San Francisco's ROG emissions from consumer products were 5.30 tons and San Francisco's assumed square footage was 703,541,231 square feet. Therefore, the emission factor would be (5.30 tons/day * 2,000 lbs/ton)/703,541,231 sq.ft = 1.51e-5 lbs/(sq.ft-day). This was used as the emission factor for ROG for the Project.
- ⁵ Mitigated on-road emissions included the Transportation Demand Management (TDM) program outlined in Mitigation Measure TR-5. The TDM program is expected to reduce trip generation (or vehicle miles traveled) by 11%, which is expected to result in a proportional amount of on-road emissions.
- ⁶ TRU emissions were calculated using the engine operating hours multiplied by the engine size, load factor, and CAP emission factors from California Air Resources Board OFFROAD2017 model. Operating hours were estimated based on the truck travel time plus unloading time; truck travel time is calculated as distance based on CalEEMod default value of 7.3 miles per one way trip for a Commercial-NonWork Trip, divided by the travel speed of 10 miles per hour, assuming 5 trucks per day. Loading time is based on average delivery time of 27 minutes from McCormack et al. (2010) "Truck Trip Generation by Grocery Stores", prepared by University of Washington. In the controlled case, TRUs are assumed to be plugged in while unloading.

Abbreviations:

BAAQMD: Bay Area Air Quality Management District
 CalEEMod: California Emissions Estimator Model
 CAP: criteria air pollutant
 lb: pounds
 TRU: Transport Refrigeration Unit

NO_x: nitrogen oxide compounds (NO + NO₂)
 ROG: reactive organic gases
 PM_{2.5} - particulate matter < 2.5 µm
 PM₁₀ - particulate matter < 10 µm

References:

CalEEMod® 2016.3.2. Available Online at: <http://www.caleemod.com>
 McCormack et al. (2010). "Truck Trip Generation by Grocery Stores", prepared by University of Washington for Transportation Northwest (TransNow) and Washington State Department of Transportation. Available online at:
<http://www.wsdot.wa.gov/NR/rdonlyres/E7164661-25E6-421B-B828-C2EF5F909180/0/TruckTripGenerationGroceryStoresreportAugust2010.pdf>

Table 3b
Project Operational CAP Average Daily Emissions (Controlled) for the Full Build Out Year
Potrero Power Station Mixed-Use Development Project
San Francisco, California

Emissions Source	CAP Emissions ^{1,2,3} [lb/day]			
	ROG	NO _x	PM ₁₀	PM _{2.5} ⁴
Net Generator Emissions	0.27	8.7	0.066	0.066
Architectural Coating	15	--	--	--
Consumer Products ⁵	69	--	--	--
Hearths	0.1	0.47	0.0	0.0
Landscaping	3.0	1.2	0.56	0.56
Building Energy Use	2.1	18.8	1.5	1.5
On-Road Fugitive Dust ⁶	--	--	27	8
On-Road Exhaust ⁶	9	44	0.27	0.25
TRUs ⁷	0.050	0.37	0.0022	0.0020
Total Project Operational Emissions	98	73	29	10

Notes:

1. Emissions estimated using CalEEMod version 2016.3.2. Emissions controls include Tier 4 emergency generators and TRUs plugged in during unloading.
2. Operational CAP emissions were estimated for the full Project build-out in 2036. Operations during all other years (while construction is still taking place) will have less emissions than the full build-out year presented above.
3. Average daily emissions were calculated assuming 365 days of operation per year.
4. PM_{2.5} are assumed to be equivalent to PM₁₀ emissions for the emergency generators.
5. San Francisco's ROG emissions from consumer products was 5.30 tons and San Francisco's assumed square footage was 703,541,231 square feet. Therefore, the emission factor would be (5.30 tons/day * 2000 lbs/ton)/703,541,231 = 1.51e-5 lbs/(sq.ft-day). This was used as the emission factor for ROG for the Project.
6. Mitigated on-road emissions included the Transportation Demand Management (TDM) program outlined in Mitigation Measure TR-5. The TDM program is expected to reduce trip generation (or vehicle miles traveled) by 11%, which is expected to result in a proportional amount of on-road emissions.
7. TRU emissions were calculated using the engine operating hours multiplied by the engine size, load factor, and CAP emission factors from California Air Resources Board OFFROAD2017 model. Operating hours were estimated based on the truck travel time plus unloading time; truck travel time is calculated as distance based on CalEEMod default value of 7.3 miles per one way trip for a Commercial-NonWork Trip, divided by the travel speed of 10 miles per hour, assuming 5 trucks per day. Loading time is based on average delivery time of 27 minutes from McCormack et al. (2010) "Truck Trip Generation by Grocery Stores", prepared by University of Washington. In the mitigated case, TRUs are assumed to be plugged in while unloading.

Abbreviations:

BAAQMD: Bay Area Air Quality Management District	NO _x : nitrogen oxide compounds (NO + NO ₂)
CalEEMod: California Emissions Estimator Model	ROG: reactive organic gases
CAP: criteria air pollutant	PM _{2.5} - particulate matter < 2.5 µm
lb: pounds	PM ₁₀ - particulate matter < 10 µm
TRU: Transport Refrigeration Unit	

References:

CalEEMod® 2016.3.2. Available Online at: <http://www.caleemod.com>
McCormack et al. (2010). "Truck Trip Generation by Grocery Stores", prepared by University of Washington for Transportation Northwest (TransNow) and Washington State Department of Transportation. Available online at:
<http://www.wsdot.wa.gov/NR/rdonlyres/E7164661-25E6-421B-B828-C2EF5F909180/0/TruckTripGenerationGroceryStoresreportAugust2010.pdf>

Table 3c
Project Operational CAP Annual Emissions (Controlled) for Interim Years
Potrero Power Station Mixed-Use Development Project
San Francisco, California

Emissions Source	CAP Emissions ^{1,2} [ton/year]			
	ROG	NO _x	PM ₁₀	PM _{2.5} ³
Operation of Blocks 2, 7, 15 (2027)				
Net Generator Emissions	0.020	0.686	0.005	0.005
Architectural Coating	0.70	--	--	--
Consumer Products ⁴	3.5	--	--	--
Hearths	0.002	0.015	0.001	0.001
Landscaping	0.095	0.036	0.017	0.017
Building Energy Use	0.11	1.0	0.078	0.078
On-Road Fugitive Dust ⁵	--	--	1.1	0.3
On-Road Exhaust ⁵	0.5	2.0	0.022	0.021
Total Emissions	4.9	3.7	1.3	0.5
Operation of Blocks 2, 7, 15, 8, 11 (2028)				
Net Generator Emissions	0.025	0.784	0.006	0.006
Architectural Coating	1.0	--	--	--
Consumer Products ⁴	5.0	--	--	--
Hearths	0.003	0.025	0.002	0.002
Landscaping	0.17	0.063	0.030	0.030
Building Energy Use	0.15	1.4	0.11	0.11
On-Road Fugitive Dust ⁵	--	--	1.7	0.5
On-Road Exhaust ⁵	0.7	3.0	0.032	0.030
Total Emissions	7.2	5.2	1.9	0.7
Operation of Blocks 2, 7, 15, 8, 11, 12, 14 (2029)				
Net Generator Emissions	0.028	0.876	0.007	0.007
Architectural Coating	1.2	--	--	--
Consumer Products ⁴	5.9	--	--	--
Hearths	0.003	0.025	0.002	0.002
Landscaping	0.17	0.06	0.030	0.030
Building Energy Use	0.20	1.8	0.14	0.14
On-Road Fugitive Dust ⁵	--	--	3.0	0.9
On-Road Exhaust ⁵	1.4	5.7	0.053	0.049
Total Emissions	8.9	8.4	3.2	1.1
Operation of Blocks 2, 7, 15, 8, 11, 12, 14, 1, 9 (2031)				
Net Generator Emissions	0.032	0.966	0.008	0.008
Architectural Coating	1.6	--	--	--
Consumer Products ⁴	7.8	--	--	--
Hearths	0.00	0.04	0.00	0.00
Landscaping	0.27	0.10	0.05	0.050
Building Energy Use	0.27	2.40	0.18	0.18
On-Road Fugitive Dust ⁵	--	--	3.9	1.1
On-Road Exhaust ⁵	1.6	7.0	0.1	0.054
Total Emissions	12	10	4.2	1.4

Table 3c
Project Operational CAP Annual Emissions (Controlled) for Interim Years
Potrero Power Station Mixed-Use Development Project
San Francisco, California

Operation of Blocks 2, 7, 15, 8, 11, 12, 14, 1, 9, 3, 4 (2032)				
Net Generator Emissions	0.046	1.462	0.011	0.011
Architectural Coating	1.9	--	--	--
Consumer Products ⁴	9	--	--	--
Hearths	0.01	0.048	0.00	0.00
Landscaping	0.31	0.12	0.057	0.057
Building Energy Use	0.32	2.9	0.22	0.22
On-Road Fugitive Dust ⁵	--	--	3.8	1.1
On-Road Exhaust ⁵	1.5	6.6	0.052	0.049
Total Emissions	13.28	11.12	4.16	1.45
Operation of Blocks 2, 7, 15, 8, 11, 12, 14, 1, 9, 3, 4, 5 (2035)				
Net Generator Emissions	0.049	1.593	0.012	0.012
Architectural Coating	2.1	--	--	--
Consumer Products ⁴	10.2	--	--	--
Hearths	0.0	0.058	0.00	0.00
Landscaping	0.4	0.145	0.070	0.070
Building Energy Use	0.34	3.1	0.24	0.24
On-Road Fugitive Dust ⁵	--	--	4.2	1.232
On-Road Exhaust ⁵	1.5	7.1	0.046	0.043
TRUs ⁶	0.012	0.089	0.00052	0.00048
Total Emissions	14.60	12.04	4.62	1.60

Notes:

- ¹ Emissions estimated using CalEEMod version 2016.3.2. Emissions controls include Tier 4 emergency generators and TRUs plugged in during unloading.
- ² PPS Project will be built in several phases. Operation emissions were estimated for each interim year of operation, which is representative given the current construction and build-out schedule. This is conservative because emissions are likely to be lowered in subsequent years of operation due to cleaner vehicles.
- ³ PM_{2.5} are assumed to be equivalent to PM₁₀ emissions for the emergency generators.
- ⁴ San Francisco's ROG emissions from consumer products was 5.30 tons and San Francisco's assumed square footage was 703,541,231 square feet. Therefore, the emission factor would be (5.30 tons/day * 2,000 lbs/ton)/703,541,231 sq.ft = 1.51e-5 lbs/(sq.ft-day). This was used as the emission factor for ROG for the Project.
- ⁵ Mitigated on-road emissions included the Transportation Demand Management (TDM) program outlined in Mitigation Measure TR-5. The TDM program is expected to reduce trip generation (or vehicle miles traveled) by 11%, which is expected to result in a proportional amount of on-road emissions.
- ⁶ Based on the project description, Block 5 (Phase 3) is identified as a potential location for a grocery store. Therefore, TRU emissions associated with grocery operation will occur starting phase 3. TRU emissions were calculated using the engine operating hours multiplied by the engine size, load factor, and CAP emission factors from California Air Resources Board OFFROAD2017 model. Operating hours were estimated based on the truck travel time plus unloading time; truck travel time is calculated as distance based on CalEEMod default value of 7.3 miles per one way trip for a Commercial-NonWork Trip, divided by the travel speed of 10 miles per hour, assuming 5 trucks per day. Loading time is based on average delivery time of 27 minutes from McCormack et al. (2010) "Truck Trip Generation by Grocery Stores", prepared by University of Washington.

Abbreviations:

BAAQMD: Bay Area Air Quality Management District
 CalEEMod: California Emissions Estimator Model
 CAP: criteria air pollutant
 lb: pounds
 TRU: Transport Refrigeration Unit

NO_x: nitrogen oxide compounds (NO + NO₂)
 ROG: reactive organic gases
 PM_{2.5} - particulate matter < 2.5 µm
 PM₁₀ - particulate matter < 10 µm

References:

CalEEMod® 2016.3.2. Available Online at: <http://www.caleemod.com>

Table 3c
Project Operational CAP Annual Emissions (Controlled) for Interim Years
Potrero Power Station Mixed-Use Development Project
San Francisco, California

McCormack et al. (2010). "Truck Trip Generation by Grocery Stores", prepared by University of Washington for Transportation Northwest (TransNow) and Washington State Department of Transportation. Available online at: <http://www.wsdot.wa.gov/NR/rdonlyres/E7164661-25E6-421B-B828-C2EF5F909180/0/TruckTripGenerationGroceryStoresreportAugust2010.pdf>

Table 3d
Project Operational CAP Average Daily Emissions (Controlled) for Interim Years
Potrero Power Station Mixed-Use Development Project
San Francisco, California

Emissions Source	CAP Emissions ^{1,2} [lbs/day]			
	ROG	NO _x	PM ₁₀	PM _{2.5} ³
Operation of Blocks 2, 7, 15 (2027)				
Net Generator Emissions ⁴	0.110	3.76	0.0280	0.0280
Architectural Coating	3.8	--	--	--
Consumer Products ⁵	19	--	--	--
Hearths	0.01	0.079	0.01	0.01
Landscaping	0.52	0.20	0.095	0.095
Building Energy Use	0.61	5.5	0.42	0.42
On-Road Fugitive Dust ⁶	--	--	6	1.8
On-Road Exhaust ⁶	2.7	11	0.12	0.11
Total Emissions	27	20	7	2.5
Operation of Blocks 2, 7, 15, 8, 11 (2028)				
Net Generator Emissions ⁴	0.13	4.3	0.033	0.033
Architectural Coating	5.7	--	--	--
Consumer Products ⁵	27.7	--	--	--
Hearths	0.02	0.14	0.01	0.01
Landscaping	0.90	0.34	0.17	0.17
Building Energy Use	0.84	7.5	0.58	0.58
On-Road Fugitive Dust ⁶	--	--	9	2.7
On-Road Exhaust ⁶	4.0	16	0.18	0.16
Total Emissions	39	29	10	3.7
Operation of Blocks 2, 7, 15, 8, 11, 12, 14 (2029)				
Net Generator Emissions ⁴	0.15	4.8	0.037	0.037
Architectural Coating	6.6	--	--	--
Consumer Products ⁵	32	--	--	--
Hearths	0.02	0.14	0.01	0.01
Landscaping	0.91	0.35	0.17	0.17
Building Energy Use	1.1	10	0.74	0.74
On-Road Fugitive Dust ⁶	--	--	16	4.7
On-Road Exhaust ⁶	7.7	31	0.29	0.27
Total Emissions	49	46	18	6.0
Operation of Blocks 2, 7, 15, 8, 11, 12, 14, 1, 9 (2031)				
Net Generator Emissions ⁴	0.18	5.3	0.042	0.042
Architectural Coating	8.8	--	--	--
Consumer Products ⁵	42	--	--	--
Hearths	0.03	0.23	0.02	0.02
Landscaping	1.49	0.57	0.28	0.28
Building Energy Use	1.5	13	1.0	1.0
On-Road Fugitive Dust ⁶	--	--	22	6.3
On-Road Exhaust ⁶	9	38	0.32	0.29
Total Emissions	64	58	23	8

Table 3d
Project Operational CAP Average Daily Emissions (Controlled) for Interim Years
Potrero Power Station Mixed-Use Development Project
San Francisco, California

Operation of Blocks 2, 7, 15, 8, 11, 12, 14, 1, 9, 3, 4 (2032)				
Net Generator Emissions ⁴	0.25	8.0	0.061	0.061
Architectural Coating	10	--	--	--
Consumer Products ⁵	50	--	--	--
Hearths	0.03	0.3	0.0	0.0
Landscaping	1.7	0.65	0.31	0.31
Building Energy Use	1.8	16	1.2	1.2
On-Road Fugitive Dust ⁶	--	--	21	6.1
On-Road Exhaust ⁶	8	36	0.29	0.27
Total Emissions	73	61	23	8
Operation of Blocks 2, 7, 15, 8, 11, 12, 14, 1, 9, 3, 4, 5 (2035)				
Net Generator Emissions	0.27	8.7	0.066	0.066
Architectural Coating	12	--	--	--
Consumer Products ⁴	56	--	--	--
Hearths	0.04	0.3	0.0	0.0
Landscaping	2.1	0.79	0.38	0.38
Building Energy Use	1.9	17	1.3	1.3
On-Road Fugitive Dust ⁵	--	--	23	6.8
On-Road Exhaust ⁵	8	39	0.25	0.24
TRUs ⁶	0.050	0.37	0.0022	0.0020
Total Emissions	80	66	25	9

Notes:

1. Emissions estimated using CalEEMod version 2016.3.2. Emissions controls include Tier 4 emergency generators and TRUs plugged in during unloading.
2. PPS Project will be built in several phases. Operation emissions were estimated for each interim year of operation, which is representative given the current construction and build-out schedule. This is conservative because emissions are likely to be lowered in subsequent years of operation due to cleaner vehicles.
3. Average daily emissions were calculated assuming 365 days of operation per year.
4. PM_{2.5} are assumed to be equivalent to PM₁₀ emissions for the emergency generators.
5. San Francisco's ROG emissions from consumer products was 5.30 tons and San Francisco's assumed square footage was 703,541,231 square feet. Therefore, the emission factor would be (5.30 tons/day * 2,000 lbs/ton)/703,541,231 sq.ft = 1.51e-5 lbs/(sq.ft-day). This was used as the emission factor for ROG for the Project.
6. Based on the project description, Block 5 (Phase 3) is identified as a potential location for a grocery store. Therefore, TRU emissions associated with grocery operation will occur starting phase 3. TRU emissions were calculated using the engine operating hours multiplied by the engine size, load factor, and CAP emission factors from California Air Resources Board OFFROAD2017 model. Operating hours were estimated based on the truck travel time plus unloading time; truck travel time is calculated as distance based on CalEEMod default value of 7.3 miles per one way trip for a Commercial-NonWork Trip, divided by the travel speed of 10 miles per hour, assuming 5 trucks per day. Loading time is based on average delivery time of 27 minutes from McCormack et al. (2010) "Truck Trip Generation by Grocery Stores", prepared by University of Washington.

Abbreviations:

BAAQMD: Bay Area Air Quality Management District
 CalEEMod: California Emissions Estimator Model
 CAP: Criteria Air Pollutant
 lb: pounds
 TRU: Transport Refrigeration Unit

NO_x: nitrogen oxide compounds (NO + NO₂)
 ROG: reactive organic gases
 PM_{2.5} - particulate matter < 2.5 µm
 PM₁₀ - particulate matter < 10 µm

References:

CalEEMod® 2016.3.2. Available Online at: <http://www.caleemod.com>

Table 3d
Project Operational CAP Average Daily Emissions (Controlled) for Interim Years
Potrero Power Station Mixed-Use Development Project
San Francisco, California

McCormack et al. (2010). "Truck Trip Generation by Grocery Stores", prepared by University of Washington for Transportation Northwest (TransNow) and Washington State Department of Transportation. Available online at: <http://www.wsdot.wa.gov/NR/rdonlyres/E7164661-25E6-421B-B828-C2EF5F909180/0/TruckTripGenerationGroceryStoresreportAugust2010.pdf>

Table 4a
Controlled Maximum Annual Emissions for PPS Project Re-Phase
Potrero Power Station Mixed-Use Development Project
San Francisco, California

Year ¹	Maximum Annual Emissions (ton/yr) ^{2,3,4}				Project Activity
	ROG	NOx	PM ₁₀	PM _{2.5}	
2020	0.3	2.2	0.1	0.1	Construction: Land Dev (Phase 0) Operation: None
2021	0.3	2.2	0.1	0.1	Construction: Land Dev (Phase 0) Operation: None
2022	0.3	2.3	0.1	0.1	Construction: Land Dev (Phase 0/1) Operation: None
2023	1.0	3.1	0.1	0.1	Construction: Land Dev (Phase 0/1) + Const (Blk 15) Operation: None
2024	2.4	2.4	0.0	0.0	Construction: Land Dev (Phase 1) + Const (Blk 2/7/15) Operation: None
2025	3.7	4.1	0.1	0.1	Construction: Land Dev (Phase 1) + Open Space (Phase 1) + Const (Blk 2/7/8/11/15) Operation: None
2026	4.2	4.8	0.1	0.1	Construction: Land Dev (Phase 1/2) + Open Space (Phase 1) + Const (Blk 2/7/8/11/12/15) Operation: None
2027	7.7	7.0	1.3	0.5	Construction: Land Dev (Phase 2) + Open Space (Phase 1/2) + Const (Blk 8/11/12/1/14) Operation: Blk 2/7/15
2028	9.2	7.8	1.9	0.7	Construction: Land Dev (Phase 2) + Open Space (Phase 1/2) + Const (Blk 12/1/9/14) Operation: Blk 2/7/8/11/15
2029	11	12	3.2	1.1	Construction: Land Dev (Phase 2) + Open Space (Phase 2) + Const (Blk 1/3/4/9) Operation: Blk 2/7/8/11/12/14/15
2030	11	12	3.2	1.1	Construction: Land Dev (Phase 3) + Open Space (Phase 2) + Const (Blk 1/3/4/9) Operation: Blk 2/7/8/11/12/14/15
2031	14	13	4.3	1.5	Construction: Land Dev (Phase 3) + Open Space (Phase 2) + Const (Blk 3/4/13) Operation: Blk 1/2/7/8/9/11/12/14/15
2032	15	13	4.2	1.5	Construction: Land Dev (Phase 3) + Const (Blk 5/13) Operation: Blk 1/2/3/4/7/8/9/11/12/14/15
2033	15	13	4.2	1.5	Construction: Open Space (Phase 3) + Const (Blk 5/13) Operation: Blk 1/2/3/4/7/8/9/11/12/14/15
2034	15	13	4.2	1.5	Construction: Open Space (Phase 3) + Const (Blk 5/13) Operation: Blk 1/2/3/4/7/8/9/11/12/14/15
2035	16	13	4.6	1.6	Construction: Open Space (Phase 3) + Const (Blk 13) Operation: Blk 1/2/3/4/5/7/8/9/11/12/14/15
2036	18	13	5.4	1.9	Construction: None Operation: All Blocks
Significance Threshold⁵	10	10	15	10	

Notes:

¹ The year of impacts shown in this table is representative based on the current construction schedule. Delays to construction will likely result in changes to the year of impacts.

² Construction emissions include emissions from both off-road construction equipment, marine construction, and on-road construction vehicles, including haul trucks, workers trips, and vendor trips.

³ Area source emissions were calculated for full Project build-out for all Phases as well the first years of overlapping phases using CalEEMod. Residents will move into each phase of the project site as they are completed. Operational phases shown represent the emissions from the occupants that occupy the areas constructed in that Phase number. Operational traffic, generator and area source emissions will occur for each Block as soon as they are built.

⁴ Each construction phase overlaps for a time with the phase before or after it. Overlap emissions were calculated by summing the maximum annual emissions from each phase that is overlapping. Since operations at the project location begin as each phase is finished being constructed, construction emissions must be added with concurrent operational emissions for comparison to significance thresholds.

⁵ Bold font for yearly emissions indicates values in excess of the significance thresholds.

Table 4b
Controlled Average Daily Emissions for PPS Project Re-Phase
Potrero Power Station Mixed-Use Development Project
San Francisco, California

Year ¹	Maximum Annual Emissions (lb/day) ^{2,3,4}				Project Activity
	ROG	NOx	PM ₁₀	PM _{2.5}	
2020	2	17	0	0	Construction: Land Dev (Phase 0) Operation: None
2021	2	17	0.4	0.4	Construction: Land Dev (Phase 0) Operation: None
2022	2	18	0.5	0.5	Construction: Land Dev (Phase 0/1) Operation: None
2023	8	24	0.6	0.6	Construction: Land Dev (Phase 0/1) + Const (Blk 15) Operation: None
2024	18	19	0.3	0.3	Construction: Land Dev (Phase 1) + Const (Blk 2/7/15) Operation: None
2025	29	32	0.4	0.4	Construction: Land Dev (Phase 1) + Open Space (Phase 1) + Const (Blk 2/7/8/11/15) Operation: None
2026	32	37	0.5	0.5	Construction: Land Dev (Phase 1/2) + Open Space (Phase 1) + Const (Blk 2/7/8/11/12/15) Operation: None
2027	49	46	7.2	2.8	Construction: Land Dev (Phase 2) + Open Space (Phase 1/2) + Const (Blk 8/11/12/1/14) Operation: Blk 2/7/15
2028	55	49	11	3.9	Construction: Land Dev (Phase 2) + Open Space (Phase 1/2) + Const (Blk 12/1/9/14) Operation: Blk 2/7/8/11/15
2029	68	72	18	6.3	Construction: Land Dev (Phase 2) + Open Space (Phase 2) + Const (Blk 1/3/4/9) Operation: Blk 2/7/8/11/12/14/15
2030	68	72	18	6.3	Construction: Land Dev (Phase 3) + Open Space (Phase 2) + Const (Blk 1/3/4/9) Operation: Blk 2/7/8/11/12/14/15
2031	82	79	24	8.2	Construction: Land Dev (Phase 3) + Open Space (Phase 2) + Const (Blk 3/4/13) Operation: Blk 1/2/7/8/9/11/12/14/15
2032	89	79	23	8.1	Construction: Land Dev (Phase 3) + Const (Blk 5/13) Operation: Blk 1/2/3/4/7/8/9/11/12/14/15
2033	89	79	23	8	Construction: Open Space (Phase 3) + Const (Blk 5/13) Operation: Blk 1/2/3/4/7/8/9/11/12/14/15
2034	89	79	23	8.1	Construction: Open Space (Phase 3) + Const (Blk 5/13) Operation: Blk 1/2/3/4/7/8/9/11/12/14/15
2035	89	72	25	8.8	Construction: Open Space (Phase 3) + Const (Blk 13) Operation: Blk 1/2/3/4/5/7/8/9/11/12/14/15
2036	98	73	29	10	Construction: None Operation: All Blocks
Significance Threshold⁵	54	54	82	54	

Notes:

¹ The year of impacts shown in this table is representative based on the current construction schedule. Delays to construction will likely result in changes to the year of impacts.

² Construction emissions include emissions from both off-road construction equipment, marine construction, and on-road construction vehicles, including haul trucks, workers trips, and vendor trips.

³ Area source emissions were calculated for full Project build-out for all Phases as well the first years of overlapping phases using CalEEMod. Residents will move into each phase of the project site as they are completed. Operational phases shown represent the emissions from the occupants that occupy the areas constructed in that Phase number. Operational traffic, generator and area source emissions will occur for each Block as soon as they are built.

⁴ Each construction phase overlaps for a time with the phase before or after it. Overlap emissions were calculated by summing the maximum annual emissions from each phase that is overlapping. Since operations at the project location begin as each phase is finished being constructed, construction emissions must be added with concurrent operational emissions for comparison to significance thresholds.

⁵ Bold font for yearly emissions indicates values in excess of the significance thresholds.

Table 5
Cumulative Cancer Risks from Project Rephase Emissions at
Maximally Exposed Individuals (MEIs)
Potrero Power Station Mixed-Use Development Project
San Francisco, California

Receptor	Lifetime Excess Cancer Risk (in one million)
	Re-phase Program (with CRRP update)
Onsite Residential Receptor¹	
Background ²	52
Pier 70 Construction + Operation ^{3,4}	12
PPS Construction + Operation	22
Construction – Off-road Emissions	19
Construction – Vehicle Traffic	0.04
Operation – Emergency Generators	0.8
Operation – Vehicle Traffic ⁵	2.7
Total	86
Cumulative Significance Threshold	100
Above threshold?	No
Residential Receptor (Pier 70)⁶	
Background ²	54
Pier 70 Construction + Operation ⁷	4.7
PPS Construction + Operation	39
Construction – Off-road Emissions	38
Construction – Vehicle Traffic	0.02
Operation – Emergency Generators	0.72
Operation – Vehicle Traffic ⁵	0.42
Cumulative Total	98
Cumulative Significance Threshold	100
Above threshold?	No
Residential Receptor (Non-Pier 70)⁸	
Background ²	103
Pier 70 Construction + Operation ⁴	6.9
PPS Construction + Operation	6.1
Construction – Off-road Emissions	2.2
Construction – Vehicle Traffic	0.07
Operation – Emergency Generators	0.06
Operation – Vehicle Traffic ⁵	3.8
Cumulative Total	116
Cumulative Significance Threshold	100
Above threshold?	Yes
Project Level Significant Threshold	7
Above threshold?	No
School Receptor^{8,9}	
Background ²	101
Pier 70 Construction + Operation ⁴	2.3
PPS Construction + Operation	2.1
Construction – Off-road Emissions	0.8
Construction – Vehicle Traffic	0.02
Operation – Emergency Generators	0.03
Operation – Vehicle Traffic ⁵	1.3
Cumulative Total	105
Cumulative Significance Threshold	100
Above Threshold?	Yes
Project Level Significant Threshold	7
Above threshold?	No

Table 5
Cumulative Cancer Risks from Project Rephase Emissions at
Maximally Exposed Individuals (MEIs)
Potrero Power Station Mixed-Use Development Project
San Francisco, California

Notes:

¹ While onsite cancer risks were evaluated at potential daycare sites as well as residential units assuming a 30-year residential exposure scenario, the maximum onsite risk impacts were found to be located at a potential daycare site where the assumption of a residential exposure scenario would not apply. Thus, the onsite MEIR was selected to be the next highest impact location, which was located in Block 8 (a residential unit).

² The original CRRP background used in the Project Variant corresponded to risks calculated for year 2040. The updated CRRP value corresponds to background risks for year 2020 published in February 2020.

³ Assumes PPS resident will move in before the construction of the Pier 70 Project is started.

⁴ For the purpose of the cumulative analysis for non- Pier 70 populations and onsite residential receptors, the original Pier 70 construction schedule and control scenarios as presented in the EIR is used as this resulted in the maximum cancer risks.

⁵ Vehicle traffic cancer risk impacts from operation of the Project Re-phase were scaled down by 14.4% relative to the Project Variant based on updated average daily traffic volumes.

⁶ Assumes Pier 70 resident will move in while construction of the PPP Project is ongoing. The cancer risk from PPP emissions for the P70 resident assumes exposure to PPP emissions begins in 2029 as this resulted in the maximum cancer risk impact at the Pier 70 receptors.

⁷ For the purpose of the cumulative analysis for the Pier 70 resident, the Pier 70 construction schedule was modified to represent a reasonable worst case exposure scenario and Phase 2-5 construction emissions is assumed to be controlled using Tier IV equipment.

⁸ The cancer risk from PPP emissions for non-Pier 70 populations assumes exposure to PPP emissions begins in 2020.

⁹ This analysis assumes the school receptor MEI is exposed to PPP Project and Pier 70 emissions concurrently.

Table 6
Cumulative PM_{2.5} concentrations from Project Rephase Emissions
at Maximally Exposed Individual Receptors (MEIs)
Potrero Power Station Mixed-Use Development Project
San Francisco, California

Receptor	PM _{2.5} Concentration (µg/m ³)
	Re-phase Program
Onsite Residential Receptor¹	
Background ²	8.7
Pier 70 Construction + Operation ^{3,4}	0.003
PPS Construction + Operation	0.28
<i>Construction – Off-road Emissions</i>	<i>0.22</i>
<i>Construction – Vehicle Traffic</i>	<i>0.0025</i>
<i>Operation – Emergency Generators</i>	<i>0.00076</i>
<i>Operation – Vehicle Traffic⁵</i>	<i>0.05</i>
Total	9.0
Significance Threshold	10
Above Threshold?	No
Residential Receptor (Pier 70)⁶	
Background ²	8.6
Pier 70 Construction + Operation ⁷	0.02
PPS Construction + Operation	0.2
<i>Construction – Off-road Emissions</i>	<i>0.1</i>
<i>Construction – Vehicle Traffic</i>	<i>0.0015</i>
<i>Operation – Emergency Generators</i>	<i>0.00072</i>
<i>Operation – Vehicle Traffic⁵</i>	<i>0.14</i>
Cumulative Total	8.9
Significance Threshold	10
Above Threshold?	No
Residential Receptor (Non-Pier 70)⁸	
Background ²	9.4
Pier 70 Construction + Operation ⁴	0.02
PPS Construction + Operation	0.19
<i>Construction – Off-road Emissions</i>	<i>0.0039</i>
<i>Construction – Vehicle Traffic</i>	<i>0.0097</i>
<i>Operation – Emergency Generators</i>	<i>0</i>
<i>Operation – Vehicle Traffic⁵</i>	<i>0.2</i>
Cumulative Total	9.6
Significance Threshold	10
Above Threshold?	No

Table 6
Cumulative PM_{2.5} concentrations from Project Rephase Emissions
at Maximally Exposed Individual Receptors (MEIs)
Potrero Power Station Mixed-Use Development Project
San Francisco, California

School Receptor⁹	
Background ²	9.3
Pier 70 Construction + Operation ⁴	0.04
PPS Construction + Operation	0.05
<i>Construction – Off-road Emissions</i>	<i>0.0014</i>
<i>Construction – Vehicle Traffic</i>	<i>0.00091</i>
<i>Operation – Emergency Generators</i>	<i>0</i>
<i>Operation – Vehicle Traffic⁵</i>	<i>0.05</i>
Cumulative Total	9.4
Significance Threshold	10
Above Threshold?	No

Notes:

¹ Onsite sensitive receptors include residents and potential daycare centers. The maximum PM_{2.5} concentration at onsite receptors occurs in 2030.

² The updated CRRP value corresponds to background PM_{2.5} concentrations for year 2020 published in February 2020.

³ Assumes PPS resident will move in before the construction of the Pier 70 Project is started.

⁴ For the purpose of the cumulative analysis for non- Pier 70 populations and onsite residential receptors, the original Pier 70 construction schedule and control scenarios as presented in the EIR is used as this resulted in the maximum cancer risks.

⁵ Vehicle traffic PM_{2.5} impacts from operation of the Project Re-phase were scaled down by 14.4% relative to the Project Variant based on updated average daily traffic volumes.

⁶ Assumes Pier 70 resident will move in while construction of the PPP Project is ongoing. The maximum PM_{2.5} concentration at Pier 70 receptors occurs in 2030.

⁷ For the purpose of the cumulative analysis for the Pier 70 resident, the Pier 70 construction schedule was modified to represent a reasonable worst case exposure scenario and Phase 2-5 construction emissions is assumed to be controlled using Tier IV equipment.

⁸ The maximum PM_{2.5} concentration at offsite residential receptors occurs in 2026.

⁹ The maximum PM_{2.5} concentration at offsite school receptors occurs in 2023.

FIGURES

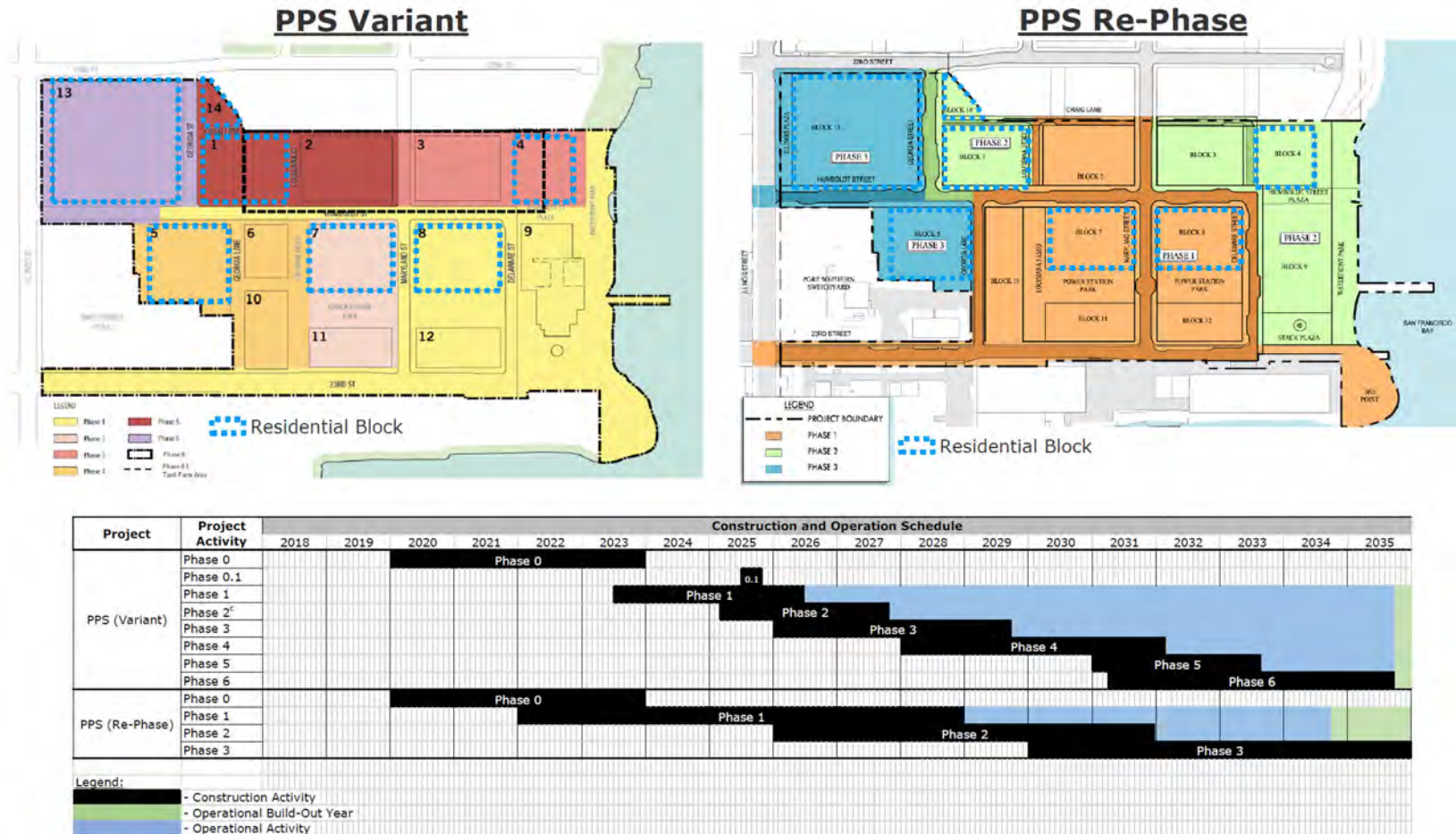
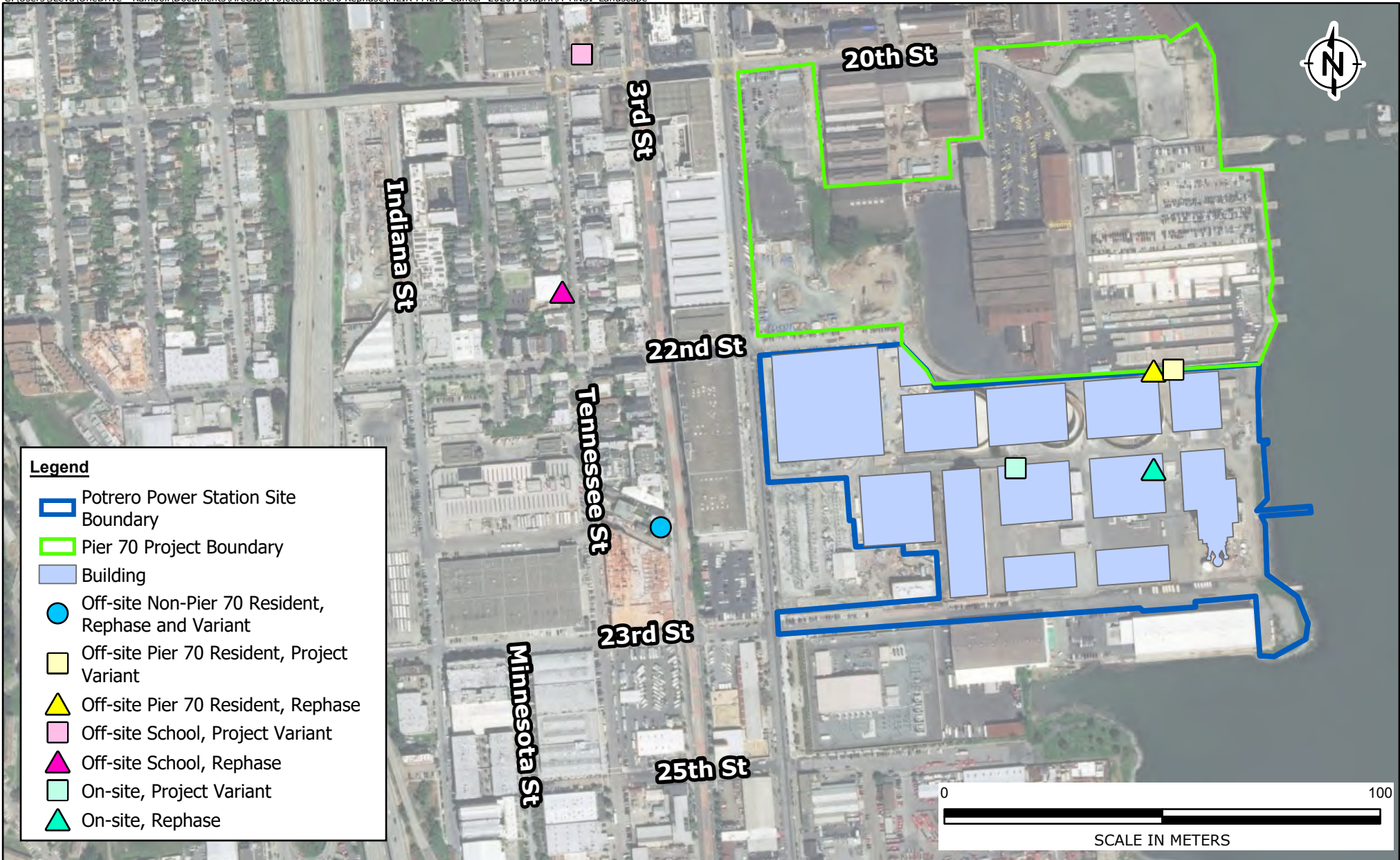


Figure 1: Project Variant and Rephase construction areas and schedule, provided by Project Sponsor on March 7, 2019 (Project Variant) and May 22, 2020 (Project Rephase).

Potrero Power Station - SF Allocation by Block														
RE-PHASE PROGRAM														
Block	Residential SF	Office SF	R&D SF	Retail SF	PDR SF	Hotel SF	Community Facilities SF	Assembly	Parking SF	Total SF	Residential Units	Parking Stalls	Class 1 Bike Parking	Class 2 Bike Parking
1	394,204	0	0	0	0	0	5,000	0	33,937	433,141	406	97	178	21
2	0	0	327,498	2,400	0	0	0	0	51,003	380,901	0	145	29	6
3	0	0	318,240	2,400	0	0	0	0	55,436	376,076	0	158	28	6
4	163,000	0	0	7,757	0	0	0	0	50,917	221,674	168	145	120	22
5	292,860	0	0	38,562	0	0	0	0	287,933	619,355	302	979	157	80
7	407,400	0	0	5,000	0	0	6,000	0	72,675	491,075	420	182	183	39
8	305,550	0	0	5,000	0	0	0	0	48,600	359,150	315	122	155	21
9	0	0	0	4,120	0	241,574	0	0	15,960	261,654	0	45	10	21
11	0	219,335	0	5,000	6,000	0	6,000	0	48,450	284,785	0	121	48	24
12	0	177,271	0	0	6,000	0	0	25,000	26,730	235,001	0	67	37	23
13A	256,160	0	0	0	20,000	0	0	0	22,191	298,351	264	57	154	19
13B	506,050	0	0	0	0	0	25,000	0	163,249	694,299	522	408	211	37
14	77,760	0	0	0	0	0	0	0	9,720	87,480	80	28	80	5
15	0	435,000	0	5,000	0	0	0	0	0	440,000	0	70	88	22
Total	2,402,984	831,606	645,738	75,239	32,000	241,574	42,000	25,000	886,801	5,182,942	2,477	2,622	1,478	346
970 GSF per unit														

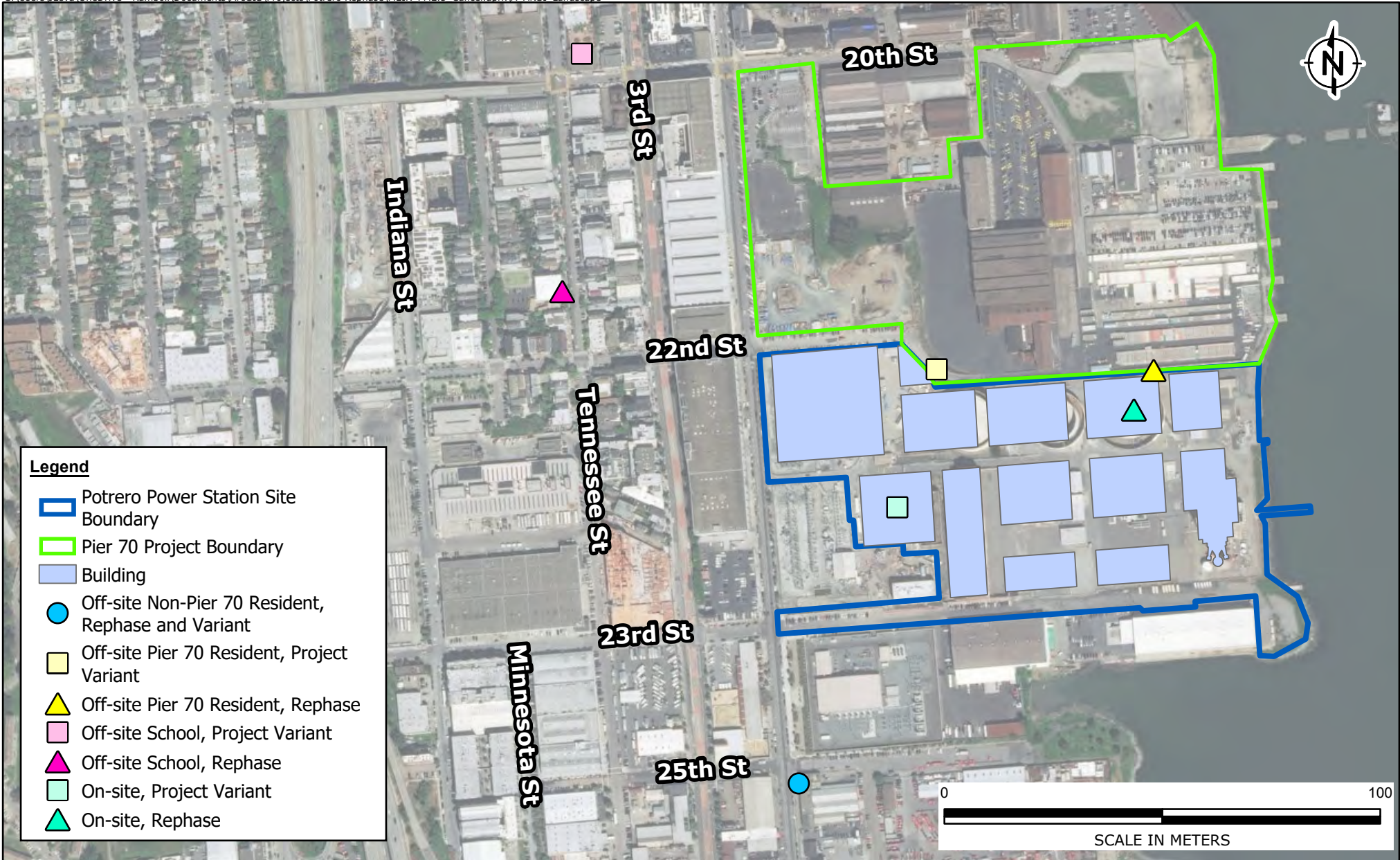
Figure 2: Updated Land Use Areas for Project Rephase (provided by Project Sponsor on May 22, 2020).



Maximally Exposed Individual Sensitive Receptors (MEISRs), Highest Cancer Risks

Potrero Power Station Mixed-Use Development Project
San Francisco, California

FIGURE
3



Maximally Exposed Individual Sensitive Receptors (MEISRs), Highest PM_{2.5} Concentrations

Potrero Power Station Mixed-Use Development Project
San Francisco, California

FIGURE
4

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Appendix L

Hazardous Materials Remediation Status Update

Table L-1 Hazardous Materials Remediation Summary, Power Station Sub-Area of the Project Site

REMEDIAL AREA ¹	SIZE	OWNERSHIP	REMEDIAL ACTIVITIES	
			PARTY RESPONSIBLE/ OVERSIGHT ²	STATUS AS OF JULY 2020
Station A (includes approx. Blocks 5, 7, 8, 11, 12, and 15)	12 acres	Project Sponsor	PG&E and Project Sponsor / Regional board	Remediation complete for commercial and industrial land uses, including installation of durable cover. Risk management plan and operations and maintenance plan approved; land use covenant executed. Project sponsor has submitted a Residential Use Health Risk Evaluation and the Regional Water Quality Control Board has approved residential land uses in this area with conditions (Geosyntec, 2020). PG&E and the project sponsor are jointly preparing a Sitewide Risk Management Plan for submittal to the Regional board. The plan would apply to the Station A area and would replace the existing Station A Risk Management Plan. Regional board approval is anticipated in Fall 2020.
Unit 3 (includes part of Block 9)	1.5 acres	Project Sponsor	PG&E and Project Sponsor / Regional board	Subsurface investigation and human health risk assessment complete and approved. Station A risk management plan and land use covenant have been modified to include Unit 3. Regional Board approved the final remedy on January 2, 2019 (Regional Board, 2019). Project sponsor has submitted a Residential Use Health Risk Evaluation and the Regional Water Quality Control Board has approved residential land uses in this area with conditions (Geosyntec, 2020). PG&E and the project sponsor are jointly preparing a Sitewide Risk Management Plan for submittal to the Regional board. The plan will apply to Unit 3 and replace the existing Station A Risk Management Plan. Regional board approval is anticipated in Fall 2020.
Northeast (includes approx. Block 4 and part of Block 9)	3.5 acres	Project Sponsor	PG&E and Project Sponsor / Regional board	Remediation and post-remediation monitoring activities complete and approved (Regional Board, 2020). PG&E and the project sponsor are jointly preparing a Sitewide Risk Management Plan for submittal to the regional board. Regional board approval is anticipated in Fall 2020. Project sponsor has submitted a Residential Use Health Risk Evaluation and the Regional Water Quality Control Board has approved residential land uses in this area with conditions (Geosyntec, 2020).
Tank Farm (includes approx. Blocks 1, 2, and 3)	4 acres	Project Sponsor	PG&E and Project Sponsor / Regional board	The Subsurface investigation and human health risk assessment are complete and approved (Regional Board, 2019, 2020). The Regional Board approved the final remedy on May 27, 2020 (Regional Board, 2020). PG&E and the project sponsor are jointly preparing a Sitewide Risk Management Plan for submittal to the regional board. Regional board approval is anticipated in Fall 2020. Project sponsor has submitted a Residential Use Health Risk Evaluation and the Regional Water Quality Control Board has approved residential land uses in this area with conditions (Geosyntec, 2020).

Table L-1 Hazardous Materials Remediation Summary, Power Station Sub-Area of the Project Site (continued)

REMEDATION AREA ¹	SIZE	OWNERSHIP	REMEDATION ACTIVITIES	
			PARTY RESPONSIBLE/ OVERSIGHT ²	STATUS AS OF JULY 2020
Offshore Sediment Area ³	16 acres	CCSF/Port of SF	PG&E/Regional board	The Remedial action plan was approved (Regional Board, 2019), and the active remediation is complete. PG&E has submitted a Remedial Action Completion Report and a Sediments Area Risk Management and Monitoring Plan (RMMP) for the offshore and portions of Port sub area along the shoreline. Regional board approval of the RMMP is anticipated in September 2020.

NOTES: PG&E = Pacific Gas and Electric Company; Regional board = San Francisco Bay Regional Water Quality Control Board; CCSF = City and County of San Francisco; Health department = San Francisco Department of Public Health; Port of SF = Port of San Francisco

¹ See Final EIR Figure 4.K-1, page 4.K-5, for location and boundaries of remediation areas. Approximate correlation of remediation area and proposed block plan shown in parenthesis.

² PG&E is only required to remediate soil, soil vapor, and groundwater to a commercial and industrial land use standard. The project sponsor is required to undertake additional remediation to accommodate other land uses.

³ The Offshore Sediment area is not part of the project site, per se, but in-water construction activities under the proposed project could occur in this area.

REFERENCES:

1. Geosyntec Consultants, Inc., 2020. Residential Use Human Health Risk Evaluation. Station A, Unit 3, Tank Farm, and Northeast Areas, Former Potrero Power Plant, San Francisco, California.
2. Regional Board, 2019. Letter dated January 30, 2019 regarding Approval of August 24, 2018, Final Design Documentation Report and December 20, 2018, 100% Design Drawings for Offshore Sediment Area – Potrero Power Plant Site, 1201 Illinois Street, City and County of San Francisco.
3. Regional Board, 2019. Letter dated January 2, 2019 regarding Approval of June 18, 2018 Second Addendum to the Final Remedy of Station A PG&E and CBC (formerly NRG) Areas – Incorporating Unit 3 Area – Potrero Power Plant Site, 1201 Illinois Street, City and County of San Francisco.
4. Regional Board, 2019. Letter dated October 30, 2019 regarding Approval of July 13, 2019, Tank Farm Area Investigation Report – Potrero Power Plant Site, 1201 Illinois Street, City and County of San Francisco.
5. Regional Board, 2020. Letter dated January 13, 2020 regarding Approval of October 4, 2019, Remedial Action Completion Report, Upland Remediation Northeast Area of the Potrero Power Plant Site and Southeast Area of Pier 70 – Potrero Power Plant Site, 1201 Illinois Street, City and County of San Francisco.
6. Regional Board, 2020. Letter dated January 14, 2020 regarding Approval of May 1, 2019, Post-Remediation Performance Monitoring and Soil Vapor Monitoring Plan - Northeast Area of the Potrero Power Plant Site, 1201 Illinois Street, City and County of San Francisco.
7. Regional Board, 2020. Letter dated May 21, 2020 regarding Approval of March 31, 2020, Post-Remediation Performance Monitoring and Conditions Report, Northeast Area, Potrero Power Plant Site 1201 Illinois Street, City and County of San Francisco.
8. Regional Board, 2020. Letter dated May 21, 2020 regarding Approval of May 2019, Human Health Risk Assessment, Tank Farm Area, Potrero Power Plant Site 1201 Illinois Street, City and County of San Francisco.
9. Regional Board, 2020. Letter dated May 27, 2020 regarding Approval of March 20, 2020, Proposed Remedial Plan Framework, Tank Farm Area, Potrero Power Plant Site, 1201 Illinois Street, City and County of San Francisco.

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Appendix M

Re-Phase Program, Maximum Residential Scenario

Table M-1 Comparison of Potential Residential and Employment Population, Approved Project and Re-Phase Program

LAND USE TYPE	POPULATION GENERATION RATE	APPROVED PROJECT MAX OFFICE		APPROVED PROJECT MAX. RESIDENTIAL		PRE-PHASE PROGRAM MAX. OFFICE		PRE-PHASE PROGRAM MAX. RESIDENTIAL	
		METRIC	POPULATION	METRIC	POPULATION	METRIC	POPULATION	METRIC	POPULATION
Residential Population									
Residential (units)	2.27 resident/unit	2,601	5,904	2,748	6,238	2,477	5,623	2,624	5,956
Total Residents		5,904		6,238		5,623		5,956	
Employee Population									
Residential (units)	1 employee/32 units	2,601	81	2,748	86	2,477	77	2,624	82
Hotel (rooms)	0.9 employee/ room	250	225	0	0	250	225	0	0
General Office (sf)	276 sf/employee	814,240	2,950	814,240	2,950	831,606	3,013	831,606	3,013
Research & Development (sf)	405 sf/employee	645,738	1,594	645,738	1,594	645,738	1,594	645,738	1,594
PDR (sf)	276 sf/employee	35,000	127	35,000	127	32,000	116	32,000	116
General Retail (sf)	350 sf/employee	10,744	31	10,744	31	8,400	24	8,400	24
Supermarket (sf)	350 sf/employee	35,000	100	35,000	100	35,000	100	35,000	100
Sit-down Restaurant (sf)	350 sf/employee	16,116	46	16,116	46	11,877	34	11,877	34
Quick Service Restaurant (sf)	350 sf/employee	37,604	107	37,604	107	19,962	57	19,962	57
Childcare (sf)	345 sf/employee	15,000	43	15,000	43	12,000	35	12,000	35
Library (sf)	850 sf/employee	10,000	12	10,000	12	5,000	6	5,000	6
Other Community Facilities (sf)	780 sf/employee	25,000	32	25,000	32	25,000	32	25,000	32
Entertainment (sf)	350 sf/employee	25,000	71	25,000	71	25,000	71	25,000	71
Public Open Space (acres)	3.9 acre/employee	6.9	2	7.15	2	6.9	2	7.15	2
Parking (space)	270 spaces/employee	2,686	10	2,759	10	2,552	9	2,577	10
Total Employees		5,431		5,211		5,395		5,176	

NOTES:

1. See Final EIR, Table 9-4, page 9-44, for source information on population generation rates.

SOURCE: California Barrel Company, June 2020.



SAN FRANCISCO PLANNING DEPARTMENT

Planning Commission Resolution No. 20640

HEARING DATE: JANUARY 30, 2020

Case No.: 2017-011878DVA
Project: Potrero Power Station Mixed-Use Project
Existing Zoning: M-2 (Heavy Industrial)
PDR-1-G (Production, Distribution & Repair-1-General)
Height-Bulk: 40-X, 65-X
Proposed Zoning: P (Public)
Potrero Power Station Mixed-Use District (PPS-MU)
Proposed Height: 65/240-PPS
Blocks/Lots: 4175/002, 4175/017, 4175/018 (partial), 4232/001, 4232/006, 4232/010, and
non-assessed Port and City and County of San Francisco properties
Project Sponsor: Enrique Landa, California Barrel Company, LLC – (415) 796-8945
Staff Contact: John M. Francis – (415) 575-9147, john.francis@sfgov.org

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

Reception:
415.558.6378

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RESOLUTION RECOMMENDING THAT THE BOARD OF SUPERVISORS APPROVE A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND CALIFORNIA BARREL COMPANY, A DELAWARE LIMITED LIABILITY COMPANY, FOR A CERTAIN REAL PROPERTY GENERALLY BOUNDED BY 22ND STREET TO THE NORTH, THE SAN FRANCISCO BAY TO THE EAST, 23RD STREET TO THE SOUTH, AND ILLINOIS STREET TO THE WEST, FOR A 30-YEAR TERM AND ADOPTING VARIOUS FINDINGS, INCLUDING FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND PLANNING CODE SECTION 101.1.

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

WHEREAS, the Development Agreement would enable the Potrero Power Station Mixed-Use Project ("Project"). The Project proposal includes developing approximately 2.5 million square feet ("sq ft") of residential space (2,601 dwelling units), 1.8 million sq ft of commercial uses, including 100,000 sq ft of retail, 800,000 sq ft of office, 650,000 sq ft of life science/laboratory, 240,000 sq ft of hotel (250 rooms), and 35,000 sq ft of Production, Distribution, and Repair ("PDR") uses. Additionally, it includes 25,000 sq ft of entertainment/assembly uses, 50,000 sq ft of community facilities, up to 2,686 off-street automobile parking spaces, and 6.9 acres of publicly accessible open space, including a new waterfront park. The proposal would also feature newly created public streets, pedestrian paths, cycle tracks, and the continuation of the Bay Trail. New buildings on the site are proposed to range from 65 feet to 240 feet in height and would generally step down from the middle of the site toward both the east and west. Three existing structures on the site, the Unit 3 power block and Boiler Stack along the waterfront and the Station A building, are proposed for adaptive reuse; and

WHEREAS, the Project, as described in the Development Agreement, would provide certain public benefits including affordable housing (30% of all units), 6.9 acres of open space, a community center of 25,000 sq ft, two childcare facilities of 6,000 sq ft each, and funding or space (up to 5,000 sq ft for a public library; and

WHEREAS, the Board will be taking a number of actions in furtherance of the Project, including the adoption of Planning Code amendments to establish the Potrero Power Station Special Use District ("SUD") which refers to an associated Design for Development document ("D4D"), and Zoning Map amendments, which together outline land use controls and design guidance for both horizontal and vertical development improvements to the site; and

WHEREAS, in furtherance of the Project and the City's role in subsequent approval actions relating to the Project, the City and California Barrel Company, LLC ("Project Sponsor") negotiated a development agreement for development of the Project site, a copy of which is attached as Exhibit A (the "Development Agreement"); and

WHEREAS, the City has determined that as a result of the development of the Project site in accordance with the Development Agreement, clear benefits to the public will accrue that could not be obtained through application of existing City ordinances, regulations, and policies, as more particularly described in the Development Agreement. The Development Agreement will eliminate uncertainty in the City's land use planning for the Project site and secure orderly development of the Project site consistent with the D4D; and

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

WHEREAS, on January 30, 2020, the Planning Commission reviewed and considered the Final EIR ("FEIR") for the Project and found the FEIR to be adequate, accurate and objective, thus reflecting the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR, and certified the FEIR for the Project in compliance with the California Environmental Quality Act ("CEQA"), the CEQA Guidelines and Chapter 31 by Motion No. 20635; and

WHEREAS, on January 30, 2020, the Commission by Motion No. 20636 approved CEQA Findings, including adoption of a Mitigation Monitoring and Reporting Program (MMRP), under Case No. 2017-011878ENV, for approval of the Project, which findings and MMRP are incorporated by reference as though fully set forth herein; and

WHEREAS, on January 30, 2020, by Resolution No. 20639 the Commission adopted findings in connection with its consideration of, among other things, the adoption of amendments to the Planning Code, under CEQA, the State CEQA Guidelines and Chapter 31 of the San Francisco Administrative Code and made certain findings in connection therewith, which findings are hereby incorporated herein by this reference as if fully set forth; and

WHEREAS, on January 30, 2020, by Resolution No. 20637, the Commission adopted findings regarding the Project's consistency with the General Plan as it is proposed to be amended, and Planning Code Section 101.1, including all other approval actions associated with the project therein, which findings are hereby incorporated herein by this reference as if fully set forth; and

WHEREAS, on January 30, 2020, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting on the proposed Development Agreement; and

WHEREAS, on January 30, 2020, the Commission recommended the following amendments to the Development Agreement (additions underlined, deletions in ~~striketrough~~ text):

- Section 7.5 “Mills Act”: At Developer’s request, Developer and the City agree to use good faith efforts to pursue the approval of a Mills Act contract under the California Mills Act (California Government Code, Article 12, Sections 50280 et seq., California Revenue and Taxation Code, Article 1.9, Sections 439 et seq.) for the rehabilitation of any building on the Project Site eligible for such contract under the California Mills Act. The City finds that the approval of Mills Act contracts for the rehabilitation of the Station A and Unit 3 buildings to be a critical component to the viability of the preservation of these buildings, given their dilapidated condition. So long as the term of any such Mills Act contract does not exceed twenty (20) years, the City agrees to waive any limitation under City Law regarding the tax assessment value of the building under San Francisco Administrative code 71.2(b), as well as the maximum amount of tax revenue loss that may result from any such Mills Act contract. In consideration for the City’s efforts to pursue the approval of a Mills Act contract for Station A, Unit 3, and/or the Stack, Developer agrees to nominate Station A, Unit 3, and/or the Stack as a City historic landmark(s) under Article 10 of the Planning Code no later than Developer’s submittal of an application for a Mills Act contract for Station A, Unit 3, and/or the Stack, respectively.
- Exhibit D “Affordable Housing Plan”
 - Section I. This Affordable Housing Plan is designed to ensure that thirty percent (30%) of the Residential Units produced by the Project are affordable housing units. The Affordable Housing Plan satisfies this goal by requiring Developer to build Inclusionary Units within Market-Rate Projects and/or to convey Development Parcels, at no cost, to Affordable Housing Developer, for the construction of 100% Affordable Units. In addition, Developer may partially satisfy the requirements of this Affordable Housing Plan by paying the Power Station Affordable Housing In-Lieu Fee, ~~or by causing the construction of 100% Affordable Units at locations proximate to the Project Site.~~ All proceeds of the Power Station Affordable Housing In-Lieu Fee will be paid to MOHCD and applied by MOHCD to affordable housing in Supervisorial District 10.
 - Section III(A)(1). Upon Final Completion of all Residential Projects, Developer shall have met the following “Final Completion Requirements”: the sum of Inclusionary Unit Credits, In-Lieu Fee Credits, and 100% Affordable Unit Credits earned by Developer shall equal or exceed thirty percent (30%) of the total number of Residential Units constructed on the Project Site ~~and any 100% Affordable Units constructed outside of the Project Site~~ (the “Final Affordable Percentage”);
 - Section IV(C). Developer shall receive two-third (2/3) of an “100% Affordable Unit Credit” for each Minimum 100% Affordable Unit upon (i) conveyance of the 100% Affordable Housing Parcel to Affordable Housing Developer or execution of an Affordable Housing Conveyance Agreement and (ii) recordation of a

Notice of Special Restrictions memorializing the requirements of such Affordable Housing Conveyance Agreement as well as the affordability restrictions.

Upon issuance of a First Certificate of Occupancy for each 100% Affordable Project, Developer shall (i) receive one (1) 100% Affordable Unit Credit for each 100% Affordable Unit constructed within an 100% Affordable Project, subtracted by (ii) the total number of 100% Affordable Unit Credits previously earned by Developer for such 100% Affordable Project as described in the previous paragraph (i.e., any "2/3" credits), such that the total number of 100% Affordable Unit Credits earned by Developer are the same as the number of 100% Affordable Units actually constructed in the 100% Affordable Project.

Developer may earn no more than two-hundred fifty-eight (258) In-Lieu Fee Credits ~~and 100% Affordable Unit Credits for 100% Affordable Housing Projects constructed outside of the Project Site, in the aggregate~~, which is intended to represent approximately 33% of the Project's affordable housing requirement. No numerical limit applies to the number of 100% Affordable Unit Credits that Developer may earn for 100% Affordable Housing Projects constructed on the Project Site.

- Section VI(C). Developer shall receive one "In-Lieu Fee Credit" for each Market Rate Unit for which Developer has paid the Power Station Affordable Housing In-Lieu Fee, or upon payment of each One Hundred Ninety-Nine Thousand and Five Hundred Dollars (\$199,500) paid as the Power Station Proportionality In-Lieu Fee (as described in Section VII(D)(1)). Developer may earn no more than two-hundred fifty-eight (258) In-Lieu Fee Credits ~~and 100% Affordable Unit Credits for 100% Affordable Housing Projects constructed outside of the Project Site in the aggregate~~, which is intended to represent approximately 33% of the Project's affordable housing requirement.
- Section VII(d). Within 45 days after any Affordable Housing Proportionality Event, Developer shall notify MOHCD in writing of the number of Inclusionary Unit Credits, In-Lieu Fee Credits, or 100% Affordable Unit Credits that Developer has obtained or will obtain to satisfy the Proportionality Requirement ("Developer's Proportionality Election"). Developer's Proportionality Election shall be at Developer's sole discretion; provided, however, that Developer may not earn more than two-hundred fifty-eight (258) In-Lieu Fee Credits ~~and 100% Affordable Unit Credits for 100% Affordable Housing Projects constructed outside of the Project Site, in the aggregate~~, consistent with the requirements of Section IV(C) and Section VI(C).
- Exhibit I "Transportation Plan": Section I(B).
 - **Safe streets around Jackson Park:** Transportation-related elements that support safe streets around a renovated Jackson Park, once it is an approved City project. ~~Up to \$2.5 Two-and-a-half~~ million dollars will be used to support any of the following improvements, if warranted: street and sidewalk improvements,

accessibility improvements, upgraded crosswalks, striping, traffic signals or signage, traffic calming such as speed humps, and/or corner bulbouts.

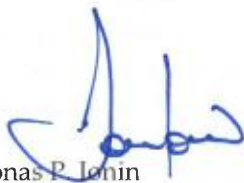
- 18th Street Bridge Safety Enhancements: Propose conceptual designs to enhance safety on the existing 18th Street overpass over Highway 280.
- Exhibit M-1 "Phasing Plan": Section 3.1 Child Care Facilities. Developer shall construct two childcare facilities, each no smaller than six thousand (6,000) gross square feet in size (the "On-Site Child Care Facility"). Each On-Site Child Care Facility shall be located in the Development Phase set forth in the Phasing Plan. The Development Phase Application shall specify in which Building an On-Site Child Care Facility shall be located. Each On-Site Child Care Facility shall have sufficient protected outdoor space to meet the requirements of California law, and be available for lease to a licensed nonprofit operator without charge for rent, utilities, property taxes, building services, repairs or any other charges of any nature, as evidenced by a lease and an operating agreement between the sponsor and the provider, with a minimum term of four years. Thereafter, each On-Site Child Care Facility must be available to a licensed nonprofit operator for an additional period of four years, at a cost not to exceed actual operating ~~and the original tenant improvement~~ costs (those incurred during the initial three-year term) reasonably allocated to similar facilities in similar buildings, amortized over the remaining term of the lease. In consideration of these requirements, Planning Code sections 414.1-414.15 and sections 414A.1-414A.8 shall not apply to the Project.
- Exhibit M-1-1: Substitution of Exhibit M-1-1 "Phasing Table" with an updated version of the same table, attached here as Exhibit B. An outdated version of the table was inadvertently submitted with the Project Case Packet.
- Exhibit Z: Inclusion of proposed Exhibit Z, attached here as Exhibit C, which describes proposed standards related to how the Port of San Francisco and various other City agencies will work together on the processing permits and the implementation of the Project, if approved.

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

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

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

I hereby certify that the Planning Commission ADOPTED the foregoing Resolution on Thursday, January 30, 2020.



Jonas P. Ionin

Commission Secretary

AYES: Diamond, Fung, Koppel, Melgar, Moore

NAYS: None

ABSENT: Johnson, Richards

ADOPTED: January 30, 2020

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

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

AND WHEN RECORDED MAIL TO:

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND CALIFORNIA BARREL COMPANY LLC

FOR PROPERTY GENERALLY BOUND BY 23RD STREET TO THE SOUTH, ILLINOIS
STREET TO THE WEST, 22ND STREET TO THE NORTH, AND THE SAN FRANCISCO
BAY TO THE EAST

Block 4175, Lot 002; Block 4232, Lot 006; Block 4175, Lot 017; a portion of Block 4175, Lot
018; Block 4232, Lot 006; and non-assessed Port and City and County of San Francisco
properties

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**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND CALIFORNIA BARREL COMPANY LLC**

This DEVELOPMENT AGREEMENT (this “**Agreement**”), dated for reference purposes only as of _____, 2019 (the “**Reference Date**”), is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the “**City**”), acting by and through its Planning Department, and CALIFORNIA BARREL COMPANY LLC, a Delaware limited liability company (“**Developer**”), pursuant to the authority of Section 65864 *et seq.* of the California Government Code and Chapter 56 of the Administrative Code. The City and Developer are also sometimes referred to individually as a “**Party**” and together as the “**Parties**”. Capitalized terms not defined when introduced have the meanings given in Article 1.

RECITALS

This Agreement is made with reference to the following facts as of the Reference Date:

A. Developer owns approximately 21.0 acres of developed and undeveloped land located in the City that is generally bound by 22nd Street to the north, the San Francisco Bay to the east, 23rd Street to the south and Illinois Street to the west, as more particularly described on Exhibit A-1 (the “**Developer Property**”). Existing structures on the Developer Property consist primarily of vacant buildings and facilities associated with the former power station use of the Developer Property.

B. Pacific Gas & Electric Company, a California corporation (“**PG&E**”), owns approximately 4.8 acres of land located in the City that is adjacent to the Developer Property, as more particularly described on Exhibit A-2 (the “**PG&E Sub-Area**”).

C. The City, through the Port of San Francisco (the “**Port**”), owns approximately 2.9 acres of land located in the City that is comprised of the following three noncontiguous sites in the vicinity of the Developer Property (collectively, the “**Port Sub-Area**”): (i) approximately 1.5 acres of land located between the Developer Property and the San Francisco Bay, as more particularly described on Exhibit A-3 (the “**Port Open Space**”); (ii) approximately 1.3 acres of land located along 23rd Street between the Developer Property and Illinois Street, as more particularly described on Exhibit A-4 (the “**Port 23rd St. Property**”); and (iii) less than 0.1 acres of land located near the northeast corner of the Developer Property and adjacent to the San Francisco Bay, as more particularly described on Exhibit A-5 (the “**Port Bay Property**”). The Port also owns approximately 0.25 acres of land adjacent to the northern border of the Developer Property, as more particularly described on Exhibit A-6 (the “**Port Craig Lane Property**”), which is subject to a Development Agreement between the City and master developer of the adjacent Pier 70 project (“**Pier 70 Developer**”), a Disposition and Development Agreement between the Port and Pier 70 Developer, and a Master Lease between the Port and the Pier 70 Developer. Developer and the Port intend to on or about the Reference Date enter into a ground lease (the “**Port Lease**”) for the Port Open Space and the Port Bay Property in order to allow Developer to occupy and develop the Port Open Space and the Port Bay Property and include the same in the Waterfront Park (as defined below). The Port 23rd St. Property will be subject to a license allowing Developer to construct

Public Improvements, as more particularly described therein. Subject to the satisfaction of certain conditions precedent described in the [*Ground Lease between the San Francisco Port Commission and the California Barrel Company LLC*], the Port Craig Lane Property will be subject to a reciprocal easement agreement allowing Developer to construct and maintain certain street improvements and Infrastructure, as more particularly described therein.

D. The City also owns less than 0.1 acres of land located in the City that is between the Developer Property and the Port 23rd Street Property, as more particularly described on Exhibit A-7 (the “**City Sub-Area**” and, collectively with the Developer Property, the Port Sub-Area and, subject to Section 3.13, the PG&E Sub-Area, the “**Project Site**”).

E. Developer proposes a multi-phased, mixed-use development on the Project Site that will include a new publicly accessible network of improved parkland and open space and a mixed-use urban neighborhood, including up to approximately 2,600 dwelling units, approximately 1.5 million square feet of office and life science uses, as well as accessory parking, retail, PDR, and child care and community facility uses, as more particularly set forth in the Approvals (collectively and as fully defined in Article 1, the “**Project**”).

F. The Project is anticipated to generate an annual average of approximately 230 construction jobs during construction and, upon completion, approximately 5,431 net new permanent on-site jobs, and an approximately \$27 million annual increase in general fund revenues to the City.

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

H. In addition to significant housing, jobs, and economic benefits to the City from the Project, the City has determined that as a result of the development of the Project in accordance with this Agreement additional clear benefits to the public will accrue that could not be obtained through application of existing City ordinances, regulations, and policies. Major additional public benefits to the City from the development of the Project under this Agreement include: (i) affordable housing contributions in amounts that exceed the amounts required pursuant to existing City ordinances, regulations and policies and that are intended to constitute thirty percent (30%) of the total number of housing units for the Project; (ii) workforce obligations, including significant training, employment and economic development opportunities, related to the development and operation of the Project; (iii) construction and maintenance of publicly accessible open space, totaling approximately 6.9 acres, including (a) a series of contiguous, integrated waterfront parks, including extension of the Blue Greenway and Bay Trail and creation of a 3.6-acre “**Waterfront Park**”, for the benefit of the “Dogpatch” neighborhood community in the City and the residents of the City and the State of California at large, (b) a 1.2-acre central green space in the interior of

the Project Site (“**Power Station Park**”), (c) a 0.7-acre plaza type open space (“**Louisiana Paseo**”) and (d) a publicly accessible soccer field (the “**Soccer Field**” and, collectively with Waterfront Park, Power Station Park and Louisiana Paseo, the “**Power Station Park System**”); (iv) delivery of child care spaces totaling not less than 12,000 gross square feet; (v) a community facility no smaller than 25,000 square feet, (vi) sea level rise improvements as part of the development of the Project; and (vii) a design of the Project prioritizing and promoting travel by walking, biking and transit for new residents, tenants, employees and visitors.

I. The City has entered into this Agreement with the understanding that the Project will rely on revenues from the office buildings proposed by the Project to finance the Associated Community Benefits provided hereunder, including the affordable housing requirements of this Agreement. Accordingly, if any requested Prop M Allocation is delayed, delivery of the Associated Community Benefits and other market rate improvements would also likely be delayed.

J. It is the intent of the Parties that all acts referred to in this Agreement shall be accomplished in a way as to fully comply with the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq.*) (“**CEQA**”), the CEQA Guidelines (Title 14, California Code of Regulations, Section 15000 *et seq.*), (the “**CEQA Guidelines**”), the Development Agreement Statute, Chapter 56, the Planning Code, the Enacting Ordinance and all other Laws in effect as of the Effective Date. This Agreement does not limit the City’s obligation to comply with applicable environmental Laws, including CEQA, before taking any discretionary action regarding the Project, or Developer’s obligation to comply with all Laws in connection with the development of the Project.

K. On [____], 2019, the Planning Commission (i) certified the Final Environmental Impact Report prepared for the Project (the “**FEIR**”) and the CEQA findings for the Project (the “**CEQA Findings**”) and (ii) adopted the Mitigation Measures. The FEIR, the CEQA Findings and the Mitigation Measures comply with CEQA, the CEQA Guidelines, and Chapter 31 of the Administrative Code. The FEIR thoroughly analyzes the Project and Project alternatives, and the Mitigation Measures were designed to mitigate significant impacts to the extent they are susceptible to feasible mitigation. The information in the FEIR and the CEQA Findings has been considered by the City in connection with approval of this Agreement.

L. On [____], 2019, the Planning Commission held a public hearing on the Project. Following the public hearing, the Planning Commission adopted the CEQA Findings and determined among other things that the FEIR thoroughly analyzes the Project, that the Mitigation Measures are designed to mitigate significant impacts to the extent they are susceptible to a feasible mitigation, and that the Project and this Agreement will, as a whole, and taken in their entirety, continue to be consistent with the objectives, policies, general land uses and programs specified in the General Plan, as amended, and the policies set forth in Section 101.1 of the Planning Code (such determinations, collectively, the “**General Plan Consistency Findings**”).

M. On [____], 2019, the Planning Commission held a public hearing on this Agreement and the Project, duly noticed and conducted under the Development Agreement Statute and Chapter 56. Following the public hearing, the Planning Commission approved this Agreement and made a final recommendation to the Board of Supervisors on this Agreement, the Project and the General Plan Consistency Findings.

N. On [____], 2019, the Board of Supervisors, having received the Planning Commission's final recommendation, held a public hearing on this Agreement pursuant to the Development Agreement Statute and Chapter 56. Following the public hearing, the Board of Supervisors made the CEQA Findings required by CEQA and approved this Agreement, incorporating by reference the General Plan Consistency Findings.

O. On [____], 2019, the Board of Supervisors adopted Ordinance Nos. [____], amending the Planning Code, Zoning Map, and General Plan, and Ordinance No. [____], approving this Agreement (File No. [____]) and authorizing the Planning Director to execute this Agreement on behalf of the City (the "**Enacting Ordinance**"). The Enacting Ordinance became effective and operative on [____], 2019.

NOW, THEREFORE, in consideration of the foregoing and the promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

ARTICLE 1 DEFINITIONS

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

"**Additional Community Facilities**" is defined in the Financing Plan.

"**Adequate Security**" is defined in Section 3.6.

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

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by or under Common Control with such Person.

"**Agreement**" means this Development Agreement and the Exhibits that have been expressly incorporated herein.

"**AMI**" is defined in the Housing Plan.

"**Annual Review Date**" is defined in Section 8.1.

"**Applicable Impact Fees and Exactions**" is defined in Section 5.8.2.

"**Applicable Standards**" is defined in Section 5.2.

"**Approvals**" means, individually or collectively as the context requires, the Initial Approvals and the Later Approvals in effect on the date of determination.

"**Assignment and Assumption Agreement**" is defined in Section 12.3.

“Associated Community Benefit” is defined in Section 4.1.

“Better Streets Plan” means the Better Streets Plan, adopted by the Board of Supervisors in Ordinance No. 310-10 and further implemented by the Board of Supervisors in Ordinance No. 309-10.

“BMR Units” means the Inclusionary Units (as defined in the Housing Plan).

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

“Building” or **“Buildings”** means each new or rehabilitated building that is constructed by Developer on the Project Site under this Agreement.

“Business Day” means a day other than a Saturday, Sunday or holiday recognized by the City.

“CC&Rs” is defined in Section 3.10.

“CEQA” is defined in Recital J.

“CEQA Findings” is defined in Recital K.

“CEQA Guidelines” is defined in Recital J.

“CFD” is defined in the Financing Plan.

“CFD Act” is defined in the Financing Plan.

“Chapter 56” is defined in Recital G. The text of Chapter 56 as of the Reference Date is attached hereto as Exhibit R. The Enacting Ordinance contains express waivers and amendments to Chapter 56 consistent with this Agreement. Chapter 56, as amended by the Enacting Ordinance, constitutes Existing Standards under this Agreement that shall prevail over any conflicting amendments to Chapter 56 unless Developer elects otherwise under Section 5.7.3.

“City” means, as the context requires, (i) the City, as defined in the preamble, or (ii) the territorial limits of the foregoing.

“City Agency” or **“City Agencies”** means, individually or collectively as the context requires, all City departments, agencies, boards, commissions, and bureaus, including those that execute or consent to this Agreement, or are controlled by persons or commissions that have executed or consented to this Agreement, that have subdivision or other permit, entitlement or approval authority or jurisdiction over development of the Project, or any improvement located on or off the Project Site, including the City Administrator, Planning Department, MOHCD, RPD, Port, SFPUC, OEWD, SFMTA, Public Works, SFFD, and DBI.

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

“City Costs” means the actual and reasonable costs incurred by a City Agency in preparing, adopting or amending this Agreement and in performing its obligations under this Agreement, as determined on a reasonable and customary time and materials basis, including reasonable attorneys’ fees and costs but excluding work, hearings, costs or other activities contemplated or covered by Processing Fees; provided, however, City Costs do not include any fees or costs incurred by a City Agency in connection with a City Default or which are payable by the City under Section 9.6 when Developer is the prevailing party.

“City Parties” is defined in Section 4.10.

“City Report” is defined in Section 8.2.2.

“City Sub-Area” is defined in Recital D as of the Reference Date and following any conveyance of real property in the Project Site by or to the City as contemplated hereby (including any dedication to the City) means the real property in the Project Site owned by the City as of the date of determination.

“City-Wide” means all real property within the City, excluding any real property that is not subject to City regulation because it is owned or controlled by the United States or by the State of California.

“Commence Construction” or any reasonable variation thereof means (i) with respect to any Building or any other improvement (other than Infrastructure or Parks and Open Spaces), the start of substantial physical construction of such Building’s foundation, and (ii) with respect to Infrastructure or Parks and Open Spaces, the later to occur of (a) the issuance of site or building permits for such Infrastructure or Parks and Open Spaces and (b) the start of substantial physical construction of such Infrastructure or Parks and Open Spaces, as applicable, in accordance with a Public Improvement Agreement (if applicable).

“Complete” and any variation thereof means, as applicable, that: (i) a specified scope of work has been substantially completed in accordance with the City-approved plans and specifications for such scope of work; (ii) with respect to Privately-Owned Community Improvements, the City Agencies or the Non-City Responsible Agencies with jurisdiction over any required permits for such Privately-Owned Community Improvements have issued all final approvals required for the contemplated use; (iii) with respect to any Public Improvement, the City Engineer determines the Public Improvement has been completed to his or her satisfaction, the scope of work is ready for its intended use and the Public Improvement has been completed in accordance with the Subdivision Code and any applicable Public Improvement Agreement; and (iv) with respect to any Building, a temporary certificate of occupancy (or its equivalent) has been issued.

“Continuing Obligation” is defined in Section 3.11.

“Contractor” is defined in Section 3.7.

“Control” means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the day to day management, policies or activities of such Person, whether through ownership of voting securities, by contract or otherwise (excluding

limited partner or non-managing member approval rights). “Controlled”, “Controlling” and “Common Control” have correlative meanings.

“**Costa-Hawkins Act**” is defined in Section 5.13.1.

“**Default**” is defined in Section 9.5.

“**Design for Development**” means the Design for Development attached as Exhibit E.

“**Design Review Application**” is defined in Section 3.4.

“**Developer**” is defined in the preamble or means (i) any Transferee to the extent set forth in an Assignment and Assumption Agreement and (ii) a Person that obtains title to any Foreclosed Property as a result of foreclosure proceedings or conveyance or other action in lieu thereof or other remedial action but only as to such Foreclosed Property and only to the extent that such Person has specifically assumed Developer’s obligations in accordance with the terms hereof.

“**Developer Property**” is defined in Recital A as of the Reference Date and following any conveyance of real property in the Project Site by or to Developer as contemplated hereby (including any dedication to the City) means the real property in the Project Site owned by Developer as of the date of determination.

“**Development Agreement Statute**” is defined in Recital G and means only the Development Agreement Statute that is in effect as of the Effective Date.

“**Development Considerations**” means general market conditions, the local housing, office and retail markets, capital markets, general market acceptability, market absorption and demand, availability of financing, interest rates, local tax burdens, access to capital, competition and other similar factors.

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

“**Development Phase**” is defined in Section 3.2.1.

“**Development Phase Application**” is defined in Section 3.2.1.

“**Director of Property**” means the Director of the City’s Department of Real Estate.

“**Effective Date**” is defined in Section 2.1.

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

“**Enacting Ordinance**” is defined in Recital O.

“**Existing Standards**” is defined in Section 5.2.

“Existing Uses” means all existing lawful uses of the existing buildings and improvements (including pre-existing, non-conforming uses under the Planning Code) on the Project Site (and the PG&E Sub-Area) as of the Reference Date.

“Feasibility Study” is defined in Section 3.15.

“Federal” means of or pertaining to the United States of America.

“Federal or State Law Exception” is defined in Section 5.9.1.

“FEIR” is defined in Recital K.

“Finally Granted” means, with respect to each Approval, that (i) any and all applicable appeal periods for the filing of any administrative or judicial appeal challenging the issuance or effectiveness of such Approval shall have expired and no such appeal shall have been filed (or if such an administrative or judicial appeal is filed, such Approval (including its compliance with CEQA) shall have been upheld by a final decision in each such appeal with only those changes approved by the Parties, and a final judgment, order or ruling upholding such Approval shall have been entered and (ii) if a referendum petition relating to this Agreement is timely and duly circulated and filed and certified as valid and the City holds an election, the election results on the ballot measure are certified by the Board of Supervisors in the manner provided by the Elections Code reflecting the final defeat or rejection of the referendum.

“Financing Plan” means the plan attached as Exhibit C.

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

“Foreclosed Property” is defined in Section 10.2.

“General Plan” means the San Francisco General Plan.

“General Plan Consistency Findings” is defined in Recital L.

“Gross Floor Area” has the meaning set forth in the Project SUD as of the Effective Date.

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

“Impact Fees and Exactions” means any fees, contributions, special taxes, exactions, impositions and dedications charged by the City or any City Agency, whether as of the Reference Date or at any time thereafter during the Term, including transportation and transit fees, child care fee or in-lieu fees, housing (including affordable housing) fees, dedications or reservation requirements, and obligations for on-or off-site improvements. Impact Fees and Exactions shall not include the Mitigation Measures, Processing Fees, taxes, special assessments, school district

fees, SFPUC Capacity Charges and any fees, taxes, assessments impositions imposed by Non-City Agencies, all of which shall be due and payable by Developer as and when due in accordance with Laws.

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

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

“Initial Approvals” means the City approvals and entitlements as of the Reference Date as listed on Exhibit B.

“Initial Impact Fee Period” means the period commencing on the Effective Date and continuing for twenty (20) years thereafter; provided that the Initial Impact Fee Period shall be extended for each day of a Litigation Extension.

“Later Approvals” means any land use approvals, entitlements or permits from the City or any City Agency that are approved by the City after the Reference Date and are necessary or advisable for the implementation of the Project or any portion thereof, including all approvals required under the Project SUD or as otherwise set forth in the Municipal Code, Design Review Applications or Development Phase Applications, demolition permits, grading permits, site permits, building permits, sewer and water connection permits, major and minor encroachment permits, sidewalk modification legislation, street improvement permits, permits to alter, certificates of occupancy, transit stop relocation permits, street dedication approvals and ordinances, public utility easement vacation approvals and ordinances, public improvement agreements, subdivision maps, improvement plans, lot mergers, lot line adjustments and re-subdivisions and any amendment to the foregoing or to any Initial Approval, in any case that are sought by Developer and issued by the City in accordance with this Agreement.

“Law(s)” means, individually or collectively as the context requires, the Constitution and laws of the United States, the Constitution and laws of the State, the laws of the City, any codes, statutes, rules, regulations, or executive mandates under any of the foregoing, and any State or Federal court decision (including any order, injunction or writ) with respect to any of the foregoing, in each case to the extent applicable to the matter presented. For the avoidance of doubt, the laws of the City applicable under the Plan Documents shall be the Existing Standards, as the same may be amended or updated in accordance with permitted New City Laws as set forth in Section 5.6.

“Law Adverse to Developer” is defined in Section 5.9.4.

“Law Adverse to the City” is defined in Section 5.9.4.

“Litigation Extension” is defined in Section 11.6.

“Losses” is defined in Section 4.10.

“Louisiana Paseo” is defined in Recital H.

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

“Maintenance Matrix” is defined in the Financing Plan.

“Major Encroachment Permit” is defined in Section 786 of the San Francisco Public Works Code.

“Management Association” is defined in Section 12.1.

“Material Change” means any modification to this Agreement or change or update to the Project that: (i) would materially alter the rights, benefits or obligations of the City or Developer under this Agreement; (ii) is not consistent with the Project SUD; (iii) extends the Term; (iv) changes the permitted uses of the Project Site; (v) reduces Associated Community Benefits; (vi) increases the maximum height, density, bulk or size of the Project (except to the extent permitted under the Project SUD); (vii) increases parking ratios; or (viii) reduces the Applicable Impact Fees and Exactions.

“Mayor’s Directive” means that certain Executive Directive 17-02, issued by Mayor Edwin M. Lee on September 27, 2017.

“Mitigation Measures” means the mitigation measures (as defined by CEQA) applicable to the Project as set forth in the MMRP or, to the extent approved by the City and Developer, that are necessary to mitigate adverse environmental impacts identified through the CEQA process as part of a Later Approval.

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

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

“Mortgage” means a mortgage, deed of trust, or other lien (direct or indirect) on all or part of the Project or the Project Site to secure an obligation made by the applicable Person (including the right to receive payments or other amounts due under the Financing Plan or other revenue emanating from the Project and/or the Project Site).

“Mortgagee” means (i) any mortgagee or beneficiary under a Mortgage (for the avoidance of doubt, including any mezzanine lender to any Person with a direct or indirect interest in Developer) and (ii) a Person that obtains title to any Foreclosed Property as a result of foreclosure proceedings or conveyance or other action in lieu thereof or other remedial action but only to the extent that such Person has not specifically assumed Developer’s obligations in accordance with the terms hereof.

“Municipal Code” means the San Francisco Municipal Code.

“New City Laws” is defined in Section 5.7.

“Non-City Agency” means a Federal, State or local governmental agency that is not a City Agency.

“Non-City Regulatory Approval” is defined in Section 3.10.

“Non-City Responsible Agencies” is defined in Section 3.10.

“Objective Requirements” is defined in Section 3.4.

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

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

“OLSE” is defined in Section 4.9.

“Ongoing Maintenance Services” is defined in the Financing Plan.

“Parks and Open Spaces” means all of the publicly-accessible open spaces developed in accordance with the Design for Development.

“Party” and **“Parties”** are defined in the preamble.

“Person” means any natural person or a corporation, partnership, trust, limited liability company, limited liability partnership or other entity.

“PG&E” is defined in Recital B, together with its successor(s).

“PG&E Affected Area” is defined in Section 11.7.

“PG&E Sub-Area” is defined in Recital B.

“Phasing Figures” means the phasing figures attached as part of Exhibit M-2.

“Phasing Goals” is defined in Section 3.2.5.

“Phasing Plan” means the phasing plan attached as part of Exhibit M-1.

“Plan Documents” means, individually or collectively as the context requires, the Land Use Plan, Infrastructure Plan, Phasing Plan, Housing Plan, Financing Plan, Design for Development, TDM Plan, and this Agreement.

“Planning Code” means the San Francisco Planning Code.

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

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

“Planning Director” means the Director of the Planning Department or his or her designee.

“Port” is defined in Recital C.

“Port 23rd Street Property” is defined in Recital C.

“Port Bay Property” is defined in Recital C.

“Port Craig Lane Property” is defined in Recital C.

“Port Lease” is defined in Recital C.

“Port Open Space” is defined in Recital C.

“Port Sub-Area” is defined in Recital C as of the Reference Date and following any conveyance of real property in the Project Site by or to the Port as contemplated hereby means the real property in the Project Site owned by the Port as of the date of determination.

“Power Station Park” is defined in Recital H.

“Power Station Park System” is defined in Recital H.

“Privately-Owned Community Improvements” means those facilities and services that are privately-owned and privately-maintained, at no cost to the City (other than any public financing set forth in the Financing Plan), for the public benefit and not dedicated to the City, including any Infrastructure that is not a Public Improvement. The Privately-Owned Community Improvements are shown generally on Exhibit L-1 and further described in the Design for Development. Privately-Owned Community Improvements include certain pedestrian paths, alleys (such as Craig Lane) storm drainage facilities, open spaces, SFMTA Employee Restroom, Muni Bus Shelter, and community or recreation facilities to be built on land owned by Developer, or on land owned by the City if the Privately-Owned Community Improvements thereon are subject to an encroachment permit or other permit allowing their installation on such land.

“Processing Fees” means the standard fee that is not an Impact Fee or Exaction imposed by the City upon the submission of an application for a permit or approval in accordance with City practice on a City-Wide basis and in accordance with this Agreement.

“Project” means the mixed-use development project as generally described in Recital E and as further described in this Agreement, the other Plan Documents, and the Approvals, including the Associated Community Benefits.

“Project Site” is defined in Recital C.

“Project Special Taxes” is defined in the Financing Plan.

“Project SUD” means Planning Code Section 249.[], as adopted by the Board of Supervisors in Ordinance No. [], as the same may have been amended as of the date of determination as permitted hereunder.

“Prop M Allocation” means the approval of “Prop M” office allocation (pursuant to Planning Code section 321 *et seq.* or successor provision) for the Project.

“Proportionality Requirement” is defined in Section 3.2.4.

“Public Health and Safety Exception” is defined in Section 5.9.1.

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

“Public Improvement Agreement” means an agreement between the City and Developer for the completion of required Public Improvements.

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

“Public Works Director” means the Director of Public Works.

“Qualified Project Costs” is defined in the Financing Plan.

“Soccer Field” is defined in Recital H.

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

“Services Special Taxes” is defined in the Financing Plan.

“SFMTA” means the San Francisco Municipal Transportation Agency.

“SFMTA Infrastructure” means the Public Improvements that the SFMTA will own or operate, and maintain following Completion and Board of Supervisors acceptance, as identified in the Infrastructure Plan.

“SFPUC” means the San Francisco Public Utilities Commission.

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

“SFPUC Infrastructure” means the Public Improvements that the SFPUC will own and operate following Completion and Board of Supervisors acceptance, as identified in the Infrastructure Plan.

“State” means the State of California.

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

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

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

“Subdivision Regulations” means subdivision regulations applicable to the Project Site adopted by Public Works from time to time in accordance with this Agreement, including exceptions granted by the Public Works Director in accordance therewith.

“Subsequent Impact Fee Period” means the period commencing upon the expiration of the Initial Impact Fee Period and continuing until the expiration of the Term (for the avoidance of doubt, as extended by a Litigation Extension (if any)).

“Transportation Plan” is attached as Exhibit I.

“Term” is defined in Section 2.2.

“Third-Party Challenge” means any administrative, legal or equitable action or proceeding instituted by any Person other than the City, any City Agency or Developer against the City or any City Agency challenging the validity or performance of any provision of this Agreement, the Project, the Approvals, the adoption or certification of the FEIR or other actions taken pursuant to CEQA, or other approvals required under Law to construct the Project, any action taken by the City or Developer in furtherance of this Agreement, or any combination of the foregoing relating to the Project or any portion thereof.

“Transfer” is defined in Section 12.1 and in all events excludes (i) a transfer of ownership or membership interests in Developer or any Transferee, (ii) grants of easement or of occupancy rights for existing or completed Buildings or other improvements (including space leases in Buildings), and (iii) the placement of a Mortgage on all or any portion of the Project Site.

“Transferable Infrastructure” means, with respect to each Development Parcel, items of Infrastructure that may consist of (i) final, primarily behind the curb, right-of-way improvements, including sidewalks, light fixtures, street furniture, landscaping, and driveway cuts, for such Development Parcel and/or (ii) utility laterals built within such Development Parcel or to connect such Development Parcel to the adjacent right of way.

“**Transferee**” is defined in Section 12.1.

“**Transferred Property**” is defined in Section 12.1.

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

“**Utility Yard**” means a service yard for a public utility or public use of a similar character.

“**Vertical Improvement**” means a Building or other improvement to be developed under this Agreement that is not Parks and Open Space or Infrastructure.

“**Vested Elements**” is defined in Section 5.1.

“**Waterfront Park**” is defined in Recital H.

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

ARTICLE 2

EFFECTIVE DATE; TERM

Section 2.1 Effective Date. This Agreement shall take effect upon the later to occur of (i) the full execution and delivery of this Agreement by the Parties and (ii) the date the Enacting Ordinance is effective and operative (“**Effective Date**”).

Section 2.2 Term. The term of this Agreement shall commence upon the Effective Date and shall continue in full force and effect for thirty (30) years thereafter (the “**Term**”), unless earlier terminated as provided herein, provided that the Term shall be extended for each day of a Litigation Extension. The term of any conditional use permit, any tentative Subdivision Map, any subsequent subdivision map and any other Approval shall be for the longer of (x) the Term (as it relates to the applicable parcel) or (y) the term otherwise allowed under the Subdivision Map Act, conditional use/planned unit development approval or other Approval, as applicable.

ARTICLE 3

GENERAL RIGHTS AND OBLIGATIONS

Section 3.1 Development of the Project. Developer shall have the vested right to develop the Project in accordance with and subject to the provisions of this Agreement, including upon issuance of the Later Approvals, and the City shall consider and process all Later Approvals in accordance with and subject to this Agreement. The Parties acknowledge that Developer (i) as of the Reference Date has obtained all approvals from the City required to Commence Construction of the Project, other than any required Later Approvals, and (ii) may proceed in accordance with this Agreement with the construction and, upon completion, use and occupancy of the Project as a matter of right, subject to the issuance of any required Later Approvals and any required Non-City Regulatory Approvals as set forth in this Agreement. By granting the

Approvals, the City has made a policy decision that the Project is in the best interest of the City and promotes the public health, safety and general welfare. Accordingly, the City in granting the Approvals and vesting them through this Agreement is limiting its future discretion with respect to the Project. Consequently, the City shall not use its discretionary authority in considering any application for a Later Approval or in connection with any other matter related to the Project to change the policy decisions reflected by the Approvals and this Agreement or otherwise to prevent or to delay development of the Project. The City acknowledges and agrees that the development of the Project as contemplated under this Agreement is a priority project for which the City shall act as expeditiously as is reasonably feasible to review and process any applications and approvals in connection therewith.

Section 3.2 Development Process.

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

3.2.2 Boundaries. The proposed boundaries of each Development Phase, based on Developer’s best knowledge at the time of approval of this Agreement, are generally shown in the Phasing Plan. Final boundaries of each Development Phase will be established by the approval by the City, through the Planning Department, of the Development Phase Application with respect to such Development Phase. The boundaries of all parcels within each Development Phase will be established through Subdivision Maps.

3.2.3 Associated Public Benefits. Because the Project will be built out over a number of years, the amount and timing of the Associated Community Benefits, including the Public Improvements, Privately Owned Community Improvements (including the Parks and Open Spaces), and affordable housing, are allocated by Development Phase in accordance with the Plan Documents, including the Phasing Plan, as more particularly described in Sections 4.1 - 4.3. The scope and timing of Infrastructure that is associated with specific parcels or Buildings shall be reviewed and approved by the City through the Subdivision Map approval process consistent with the Applicable Standards. As more particularly described in Sections 4.1 - 4.3, requirements of the Associated Community Benefits related to affordable housing, workforce requirements, and transportation demand management shall be delivered as set forth in the Housing Plan, Workforce Agreement and TDM Plan, respectively.

3.2.4 Proportionality Requirement. The development of the Project as provided in this Agreement and the other Plan Documents has been carefully structured to meet (and the

City acknowledges and agrees that development of the Project as provided herein does meet) the requirement that Associated Community Benefits, including Public Improvements, Privately Owned Community Improvements (including the Parks and Open Spaces), and affordable housing, be provided proportionately with the development of market-rate housing and commercial-office and laboratory uses taking into account the Project as a whole (the “**Proportionality Requirement**”).

3.2.5 Changes to Phasing. The Parties agree that many factors, including the Development Considerations, will determine the rate at which various residential and commercial uses within the Project can be developed and absorbed. Developer may request changes to the Phasing Plan at any time, including changes to the proposed boundaries of a Development Phase, the order of Development Phases and/or the Development Phases and/or Buildings to which Associated Community Benefits are tied, by submitting a written request to the Planning Director with a statement explaining the reasons for the proposed changes. The Planning Director shall consider only the following (collectively, the “**Phasing Goals**”) when considering Developer’s request for changes to the Phasing Plan:

- Rational Development. Associated Community Benefits should be developed in an orderly manner and consistent with the Plan Documents. Finished portions of the Project should be generally contiguous or adjacent to a completed street.
- Appropriate Development. Horizontal development should be timed to coordinate with the needs of vertical development. Completed Infrastructure must provide continuous reliable access and utilities to then-existing visitors, residents, and businesses.
- Market Timing. The boundaries and mix of uses within the Development Phase should be designed to minimize unsold inventory of Development Parcels.
- Flexibility. Flexibility to respond to market conditions, cost and availability of financing and economic feasibility should be provided.
- Proportionality. If the change would delay the production of Associated Community Benefits or reallocate Associated Community Benefits due to a change in the proposed boundaries of development parcels, the Project should continue to meet the Proportionality Requirement.

3.2.6 City Approval. In considering whether to approve Developer’s requested changes, the Planning Director shall consider only whether the changes are consistent with all of the Phasing Goals. The Planning Director shall approve such change if, after consulting with all affected City Agencies and the City Attorney, he or she reasonably determines that the modified Phasing Plan meets all of the Phasing Goals. Any material change to the Phasing Plan that does not meet all of the Phasing Goals, as reasonably determined by the Planning Director, requires the approval of the Planning Commission after consultation with the affected City Agencies.

Section 3.3 Approval of Subdivision Maps. Developer shall obtain a tentative subdivision map and enter into a Public Improvement Agreement, or otherwise satisfy the applicable requirements of the Subdivision Code before commencing construction of any Infrastructure or Building within a Development Phase. The Parties shall agree on a form of Public Improvement Agreement and Major Encroachment Permit within six (6) months following the Reference Date. Developer is not required to obtain one Subdivision Map for the entire Project

Site. Developer may obtain multiple Subdivision Maps (one or more for each Development Phase) or obtain one Subdivision Map for the entire Project Site, as desired.

Section 3.4 Design Review and Objective Requirements. The Approvals and the Plan Documents are intended to ensure that the urban, architectural and landscape design of the Buildings, the Public Improvements and the public realm at the Project Site will be of high quality and appropriate scale, include sufficient open space and promote the public health, safety and general welfare. The design review procedures applicable to all Buildings and Privately-Owned Community Improvements shall be as set forth in the Project SUD. Design review procedures applicable to Parks and Open Spaces shall be as set forth in Section 3.5. The City shall review and approve, disapprove, or approve with recommended modifications any design review application under the Project SUD (a “**Design Review Application**”) in accordance with the requirements of this Agreement and the procedures specified in the Project SUD. Notwithstanding anything to the contrary in this Agreement, the City may exercise its reasonable discretion in approving the aspects of a Design Review Application that relate to the qualitative or subjective requirements of the Design for Development, including the choice of building materials and fenestration. In considering a Design Review Application and any Later Approval for those aspects of a proposed Building or Privately-Owned Community Improvement that meet the quantitative or objective requirements of the Project SUD, Design for Development and the other Plan Documents (the “**Objective Requirements**”), including the Building’s proposed height, bulk, setbacks, streetwalls, location and size of uses and amount of open space and parking, the City acknowledges and agrees that (i) it has exercised its discretion in approving the Project SUD and the Plan Documents and (ii) any proposed Design Review Application or Later Approval that meets the Objective Requirements shall not be rejected by the City based on elements that conform to or are consistent with the Objective Requirements, so long as the proposed Building or Privately-Owned Community Improvements meets the San Francisco Building Codes as set forth in Section 5.4.

Section 3.5 Design Review of Parks and Open Spaces within Power Station Park System. Before the City may issue any construction permit for any Parks and Open Spaces located within the Power Station Park System, (i) the Planning Department shall have first approved a Design Review Application for the schematic design and construction documents for the applicable Parks and Open Spaces in accordance with the Project SUD, to the extent located on the Developer Property, and (ii) the Port and/or other applicable Non-City Responsible Agencies and City Agencies shall have first issued all Later Approvals for the Parks and Open Spaces required under Exhibit Z, to the extent located on the Port Sub-Area.

Section 3.6 Construction of Public Improvements and Privately-Owned Community Improvements. Developer shall undertake the design, development, and installation of the Public Improvements and Privately-Owned Community Improvements at no cost to City (other than the public financing set forth in the Financing Plan). Public Improvements shall be designed and constructed, and shall contain those improvements and facilities, as reasonably required by the applicable City Agency that is to accept, and in some cases operate and maintain, the Public Improvement in keeping with the then-current City-Wide standards and requirements of the City Agency as if it were to design and construct the Public Improvement on its own at that time, subject to Section 5.7.1, or as otherwise approved by Public Works or the applicable City Agency in accordance with this Agreement and the Subdivision Code. Without limiting the foregoing, Developer shall complete all Public Improvements and Privately-Owned Community

Improvements in accordance with the applicable Plan Documents, and in a good and diligent manner, without material defects, in accordance with City-approved construction documents. As and when required under the Subdivision Map Act, Developer shall enter into a Public Improvement Agreement with Public Works, and provide adequate security consistent with the Subdivision Code and the applicable Public Improvement Agreement (which may include bonds, letters of credit, or other security satisfactory to the City and meeting the requirements of the Subdivision Code (“**Adequate Security**”).

3.6.1 Regulatory Approvals. Developer shall obtain all necessary permits and approvals (including approval of all design and construction plans) from any responsible agencies having jurisdiction over each Public Improvement and Privately-Owned Community Improvement. Without limiting the foregoing, Developer shall obtain all necessary permits and approvals: (i) from the SFMTA approval all of the plans and specifications for Public Improvements that are under SFMTA jurisdiction as provided in the SFMTA Consent, (ii) from the SFPUC approval of the plans and specifications for the SFPUC Infrastructure as provided in the SFPUC Consent and (iii) from Public Works approval of the plans and specifications for all streets and sidewalks and improvements in the public rights of way. In deciding whether to approve, conditionally approve, or deny any such matter, each City Agency is subject to the requirements of the Plan Documents, including Section 3.6 and Sections 5.2-5.6.

3.6.2 Timing for Completion of Public Improvements and Privately-Owned Community Improvements. All Public Improvements that are required to serve a Building (as identified in the Infrastructure Plan and Phasing Plan) must be completed and accepted by the Board of Supervisors on or before issuance of the First Certificate of Occupancy for that Building; provided, however, that upon Developer’s request, the City shall allow the issuance of the First Certificate of Occupancy for a Building prior to acceptance of the required Public Improvements if (i) the applicable Public Improvements have been Completed and (ii) Developer and the City have entered into an agreement reasonably acceptable to the Public Works Director (with respect to Public Improvements within Public Works jurisdiction) and SFPUC General Manager (with respect to Public Improvements within SFPUC jurisdiction) governing the use of and liability for the applicable Public Improvements until accepted by the Board of Supervisors. The Parties agree to work in good faith to enter into such agreements as may be needed to ensure that City’s process for acceptance of Public Improvements does not delay the issuance of certificates of occupancy when the Infrastructure is Completed and ready for its intended use. Subject to Section 4.2, Privately-Owned Community Improvements (including certain Parks and Open Spaces) expressly identified in the Phasing Plan must be Completed in accordance with the times for Completion set forth in the Phasing Plan. Developer acknowledges and agrees that upon the occurrence of certain conditions, the City may decide not to issue certificates of occupancy, as more particularly described in Section 9.4.5.

3.6.3 Timing for Satisfaction of BMR Requirements. Any requirement to construct BMR Units or otherwise satisfy Developer’s obligations under the Housing Plan is triggered when Developer Commences Construction on the residential Building to which the obligation is tied, as more particularly described in the Housing Plan.

3.6.4 Dedication and Acceptance of Public Improvements. Developer shall provide the City with an offer of dedication for all Public Improvements, with fee title to public

right of way (or an easement, if acceptable to the City), within the Development Phase in accordance with the Subdivision Code, the applicable Public Improvement Agreement and Subdivision Map conditions of approval. At any time after Completion of Public Improvements, Developer shall make a written request to the City to initiate acceptance of such Public Improvements in accordance with the Subdivision Code, the Public Improvement Agreement, and this Agreement. With any such request, Developer shall satisfy all prerequisites and conditions to acceptance consistent herewith, including any required materials associated with the request. Following Developer's submittal of all required materials, each applicable City Agency having jurisdiction shall diligently and expeditiously process the acceptance request in accordance herewith and introduce complete acceptance packages to the Board of Supervisors.

Section 3.7 Contracting for Public Improvements. In connection with construction of the Public Improvements, Developer shall engage a contractor that is duly licensed in the State and qualified to complete the work (the "**Contractor**"). The Contractor shall contract directly with Developer pursuant to an agreement to be entered into by Developer and the Contractor, which shall: (i) be a guaranteed maximum price contract; (ii) require contractor to maintain bonds and insurance for the benefit of Developer and the City in accordance with the Subdivision Code; (iii) require the Contractor to obtain and maintain customary insurance, including workers compensation in statutory amounts, employer's liability, general liability, and builders all-risk; (iv) release the City from any and all claims relating to the construction, including to mechanics liens and stop notices; (v) subject to the rights of any Mortgagee that forecloses on the property, include the City as a third party beneficiary with all rights to rely on the work, receive the benefit of all warranties, and prospectively assume Developer's obligations and enforce the terms and conditions of the Construction Contract as if the City were an original party thereto; and (vi) require that the City be included as a third party beneficiary with all rights to rely on the work product, receive the benefit of all warranties and covenants, and prospectively assume Contractor's rights in the event of any termination of the Construction Contract, relative to all work performed by the Project's architect and engineer.

Section 3.8 Maintenance and Operation of Public Improvements by Developer and Successors. Ongoing Maintenance Services of the Maintained Facilities will be paid by Services Special Taxes from the CFD in accordance with the Financing Plan. Parties shall comply with the Finance Plan attached hereto as Exhibit C.

Section 3.9 Maintenance and Operation of Privately-Owned Community Improvements. Developer, a Management Association, or a subsequent operator, as applicable, shall operate and maintain in good and workmanlike condition, and otherwise in accordance with all Laws and any applicable permits, at no cost to the City, all Privately-Owned Community Improvements, which shall be maintained as Maintained Facilities under the Financing Plan. At a minimum, certain Privately-Owned Community Improvements shall be maintained and operated in accordance with the requirements of Exhibit L-2. In order to ensure that all such Privately-Owned Community Improvements are maintained as required, Developer shall record a declaration of covenants, conditions and restrictions in a form approved by the Planning Director and Port Director (after consultation with the City Attorney) ("**CC&Rs**") against the Development Parcels, including any sites that are intended for dedication to the City, that requires Developer or a Management Association, as applicable, to maintain and repair such Privately-Owned Community Improvements in perpetuity, with appropriate fees or revenue to perform such

obligations. The CC&Rs shall require Developer or a Management Association, as applicable, to maintain, repair and operate any Improvements located within the Port Open Space and the Port Bay Property pursuant to the Port Lease. The CC&Rs may be recorded against Development Parcels in phases, but in each instance before Completion of the Buildings thereon. Notwithstanding anything to the contrary contained in any Management Association governing document, Developer shall make commercially reasonable efforts to enforce the maintenance and repair obligations of the Management Association during the Term. The CC&Rs shall expressly provide (i) the City with the right to enforce the public access, operational standards, and maintenance and repair provisions of the CC&Rs applicable to the Privately-Owned Community Improvements and (ii) the Port with the right to enforce the maintenance and repair provisions of the CC&Rs applicable to the Port open Space and Port Bay Property.

Section 3.10 Non-City Regulatory Approvals for Public Improvements. The Parties acknowledge that certain Public Improvements and Privately-Owned Community Improvements, most particularly the proposed outfall of stormwater from the Project Site to the Bay and in -water construction, including for the proposed dock, require the approval of one or more Non-City Agencies with jurisdiction (“**Non-City Responsible Agencies**”). The Non-City Responsible Agencies may disapprove installation of such Public Improvements or Privately-Owned Community Improvements in accordance with Laws, making such installation impossible. The City shall cooperate with reasonable requests by Developer to obtain permits, agreements, or entitlements from Non-City Responsible Agencies for each such improvement, and as may be necessary or desirable to effectuate and implement development of the Project in accordance with the Approvals (each, a “**Non-City Regulatory Approval**”). The City’s commitment to Developer under this Section 3.10 is subject to the following conditions and covenants:

(a) Throughout the permit process for any Non-City Regulatory Approval, Developer shall consult and coordinate with each affected City Agency in Developer’s efforts to obtain the Non-City Regulatory Approval, and each such City Agency shall cooperate reasonably with Developer in Developer’s efforts to obtain the Non-City Regulatory Approval;

(b) Developer shall not agree to conditions or restrictions in any Non-City Regulatory Approval that could reasonably be expected to create (i) any obligations on the part of any City Agency, unless such City Agency agrees to assume such obligations at the time of acceptance of the Public Improvements, or (ii) any restrictions on City-owned property (or property to be owned by the City under this Agreement), excluding any existing or proposed easements for PG&E facilities, unless the City, including each affected City Agency, has previously approved the restrictions in writing, which approval may be given or withheld in its reasonable discretion; and

(c) Developer shall bear all costs associated with applying for, obtaining and complying with any necessary Non-City Regulatory Approval and any and all conditions or restrictions imposed as part of a Non-City Regulatory Approval, subject to Section 3.12. Developer shall pay or otherwise discharge any fines, penalties or corrective actions imposed as a result of Developer’s failure to comply with any Non-City Regulatory Approval.

Section 3.11 Continuing City Obligations. Certain Non-City Regulatory Approvals may include conditions that require special maintenance or other obligations that continue after the City accepts the dedication of Public Improvements (each, a “**Continuing Obligation**”). Standard maintenance of Public Improvements, in keeping with City’s existing practices, shall not be deemed a Continuing Obligation. Developer must notify all affected City Agencies in writing and include a clear description of any Continuing Obligation, and each affected City Agency must approve the Continuing Obligation in writing in its reasonable discretion before Developer agrees to the Non-City Regulatory Approval that includes the Continuing Obligation. Upon the City’s acceptance of any Public Improvement that has a Continuing Obligation that was approved by the City as set forth above, the City shall assume the Continuing Obligation and notify the Non-City Responsible Agency that gave the applicable Non-City Regulatory Approval of this fact. Notwithstanding the foregoing and for purposes of clarity, no City Agency, including the Port, will accept a Continuing Obligation that applies to private land.

Section 3.12 Public Financing.

3.12.1 Financing Districts. Developer and City may agree to form a CFD under the CFD Act. Any and all costs incurred by the City in forming a CFD shall be City Costs. The terms and conditions of any CFD must be consistent with the specifications in the Financing Plan; provided, however that the CFD must be established before the sale of any parcel within the Project. Developer shall not, at any time, contest, protest, or otherwise challenge the formation of the CFDs or the issuance of additional bonds or other financing secured by Project Special Taxes, or the application of bond proceeds or Project Special Taxes. Once established, Developer shall not institute, or cooperate in any manner with, proceedings to repeal or reduce the Project Special Taxes. The provisions of this Section 3.12 shall survive the expiration of this Agreement, and Developer shall include the requirements of this Section 3.12.1 in the CC&Rs (or, if the CC&Rs have not yet been created and recorded, in the sale documents for any sale of all or part of the Project Site).

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

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

Section 3.13 PG&E Sub-Area. Notwithstanding anything to the contrary herein, the PG&E Sub-Area, as shown in Exhibit A-2, is not subject to the terms of this Agreement unless and until PG&E or a subsequent fee owner of the PG&E Sub-Area executes a joinder to this Agreement substantially in the form attached hereto related to the PG&E Sub-Area or a portion thereof, in which case such Person shall be “Developer” hereunder with respect to the PG&E Sub-Area or such portion and the PG&E Sub-Area or such portion shall constitute “Developer Property” applicable to such Person.

Section 3.14 Workforce. Developer shall require project sponsors, contractors, consultants, subcontractors, and subconsultants, as applicable, to undertake workforce development activities in both the construction and end use phases of the Project in accordance with the Workforce Agreement, all to the extent required thereunder.

Section 3.15 Public Power. Within sixty (60) days after the Effective Date, Developer will provide the SFPUC with all Project information the SFPUC requires to determine the feasibility of providing electric service to the Project Site (the “**Feasibility Study**”). The SFPUC will complete the Feasibility Study within six (6) months after the date that Developer provides to the SFPUC all Project information needed to complete the Feasibility Study. Developer agrees that if the SFPUC determines it is feasible to provide electricity for the Project Site, then the SFPUC will be the exclusive power provider to the Project Site. The SFPUC power will be provided under the SFPUC’s Rules and Regulations Governing Electric Service and at rates that are comparable to rates in San Francisco for comparable service from other providers.

Section 3.16 Utility Yard. If the Person that is Developer of a Development Phase (i.e., the “horizontal developer” of such Development Phase) reasonably determines that a portion of such Development Phase is required (and will be used) for a Utility Yard, then such Developer may notify the City thereof in writing. Effective as of the date that is thirty (30) days after the delivery of such notice this Agreement shall terminate with respect to such portion (and, for the avoidance of doubt, such portion shall not be part of the Project Site hereunder).

Section 3.17 Fair Share. Upon determination by the SFPUC and the Developer of the scope and cost of needed improvements to accommodate the additional flows from the Project to a future relocated 20th Street Pump Station, the Developer shall pay its fair share for improvements required to provide adequate sewer capacity within the area of the Project and to serve the Project as determined by the SFPUC. The contribution shall be in proportion to the wastewater flows from the Project relative to the total design capacity of the upgraded pump station.

Section 3.18. Waiver of State Density Bonus Law; and Similar State and Local Laws Allowing Additional Residential and/or Non-Residential Density and modifications to development requirements. The parties acknowledge that various state and local laws, including but not limited to the State Density Bonus Law (California Government Code § 65915 et seq), the Affordable Housing Bonus Program (Planning Code section 206 et seq.), and Planning Code Sections 207, as they may be amended from time to time, generally allow additional residential and/or non-residential density and modifications to development requirements for residential or mixed-use developments in exchange for the inclusion of a percentage of on-site below market rate units, or the dedication of land suitable for the construction of on-site affordable housing units. By entering into this Agreement, and adopting the Project SUD, Zoning Map amendments, and the Design for Development, the City is allowing significantly more development than what is allowed under the existing zoning and more than what would be allowed under existing zoning in conjunction with the State Density Bonus Law, AHBP or any other state or local development bonus program; likewise, the developer is providing on-site affordable housing in amount greater than required to receive such bonuses, as set forth in the Housing Plan.

By entering into this Agreement, Developer is voluntarily and intentionally waiving its ability to use the State Density Bonus program, the Affordable Housing Bonus Program, Planning

Code sections 207, as they may be amended from time to time, or any other process or mechanism allowed under state or local law now or in the future to increase, modify, expand or change the amount of and design for development, both residential and non-residential, on the site from the Project as described in and regulated by the DA, Project SUD, Zoning Map amendments, and Design for Development. Developer is agreeing to pursue development on the site solely within the regulatory framework of the Project SUD, Zoning Map amendments, and the Design for Development, with the understanding that the only allowed modifications, exceptions and variances to the Project are those pursuant to the parameters and processes explicitly established in the Project SUD for such modifications and changes, approvable at the sole discretion of the City. City would not be entering into this DA and approving this Project, including the Project SUD, Zoning Map amendments, and Vesting, were the Developer to be able to use any other development bonus in conjunction therewith, and have negotiated the public benefits, including affordable housing and other DA provisions, based on the specific land use program and project design as established in the Project SUD, Zoning Map amendments, and Design for Development as adopted, inclusive of the modification processes allowed therein and any amendments to the Project SUD and Design for Development as may be approved in the future by the City.

ARTICLE 4

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

Section 4.1 Community Benefits Exceed Those Required by Existing Ordinances and Regulations. The Parties acknowledge and agree that the development of the Project in accordance with this Agreement provides a number of public benefits to the City beyond those achievable through Laws in effect on the Reference Date, including the Associated Community Benefits. The City acknowledges and agrees that a number of the Associated Community Benefits would not be otherwise achievable without the express agreement of Developer under this Agreement. Developer acknowledges and agrees that, as a result of the benefits to Developer under this Agreement, Developer has received good and valuable consideration for its provision of the Associated Community Benefits, and that the City would not be willing to enter into this Agreement without the Associated Community Benefits. Each component of the Public Improvements and the Privately-Owned Community Improvements (including the Parks and Open Spaces) and the affordable housing under the Housing Plan (each, an “**Associated Community Benefit**”) is tied to the construction of a specific Development Phase and/or Building under the Phasing Plan and the Housing Plan (and references herein to being “tied” to a Development Phase or Building shall be as set forth in such Plan Documents). The timing for delivery of the Associated Community Benefits shall be as set forth in the Phasing Plan.

Section 4.2 Associated Community Benefits. As part of its development of the Project hereunder, Developer shall provide the Associated Community Benefits identified in the following attachments to this Agreement as and to the extent required hereunder and thereunder:

- (a) the Infrastructure Plan (including all of the Public Improvements and all of the Privately-Owned Community Improvements);
- (b) the Phasing Plan;

- (c) the Housing Plan;
- (d) the Transportation Plan; and
- (e) the Design for Development; and,
- (f) the Workforce Agreement.

Section 4.3 Conditions to Performance of Associated Community Benefits. Except to the extent expressly stated otherwise in an applicable Plan Document, Developer's obligation to perform each Associated Community Benefit is expressly conditioned upon each and all of the following conditions precedent:

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

Section 4.4 No Additional CEQA Review or General Plan Consistency Findings Required. The Parties acknowledge that: (i) the FEIR complies with CEQA and that the Project is consistent with the General Plan; and (ii) the FEIR and the MMRP are intended to be used in connection with each of the Later Approvals to the extent appropriate and permitted under Law. The City shall rely on the FEIR, to the greatest extent possible in accordance with Laws, in all future discretionary actions related to the Project; provided, however, nothing in this Agreement shall limit the discretion of the City to conduct additional environmental review in connection with any Later Approvals to the extent that such additional environmental review is required by Laws, including CEQA, or the ability of the City to impose conditions on any discretionary actions relating to a Material Change, including conditions determined by the City to be necessary to mitigate adverse environmental impacts of the Material Change. The Parties further acknowledge that:

- (a) the FEIR contains a thorough analysis of the Project and possible alternatives;
- (b) the Mitigation Measures have been adopted to eliminate or reduce to an acceptable level certain adverse environmental impacts of the Project;
- (c) the Board of Supervisors adopted the CEQA Findings, including a statement of overriding considerations, in connection with the Approvals, pursuant to

CEQA Guidelines Section 15093, for those significant impacts that could not be mitigated to a less than significant level. Accordingly, the City does not intend to conduct any further environmental review or mitigation under CEQA for any aspect of the Project vested under this Agreement; and

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

Section 4.5 Compliance with CEQA Mitigation Measures. Developer shall comply with all Mitigation Measures except for any Mitigation Measures that are expressly identified as the responsibility of a different Person. Without limiting the foregoing, Developer shall be responsible for compliance with all Mitigation Measures identified in the MMRP as the responsibility of the "project sponsor" but not for Mitigation Measures identified in the MMRP as the obligation of the "City." To the extent necessary, Developer shall incorporate the applicable requirements of the MMRP into any sale of all or part of the Project Site to any Transferee.

Section 4.6 Sidewalks and Streets. By entering into this Agreement, the City has reviewed and approved the general right of way configurations with respect to location and relationship of major elements, including curbs, bicycle facilities, parking, loading areas, and landscaping, as set forth in the Infrastructure Plan and the Design for Development, as consistent with the City's central policy objective to ensure street safety for all users while maintaining adequate clearances, including for public utilities and fire apparatus vehicles. Nothing in the Section limits the SFPUC's and/or Public Works's right to object to the width of any right of way if, after receiving detailed design documents and/or construction documents, the SFPUC or Public Works determines that the required infrastructure cannot be installed to Applicable Standards in the proposed right of way. No City Agency with jurisdiction may object to a Later Approval based upon the proposed right of way configuration, unless such objection is based upon the applicable City Agency's reserved authority to review engineering design or other authority under State law. In the case of such objection, then within ten (10) business days of the objection being raised (whether raised formally or informally), representatives from Developer, Public Works, the Planning Department and the objecting City Agency shall meet and confer in good faith to attempt to find a mutually satisfactory resolution to the objection. If the matter is not resolved within twenty (20) days following the objection, then the Planning Director shall notify the Clerk of the Board of Supervisors and the members of the Board of Supervisors' Land Use and Transportation Committee. The City Agencies and Developer agree to act in good faith to resolve the matter quickly and in a manner that does not conflict with the Applicable Standards. For purposes of this Section, "engineering design" means professional engineering work as set forth in the Professional Engineers Act, California Business and Professions Code sections 6700 *et seq.*

Section 4.7 Nondiscrimination. In the performance of this Agreement, Developer agrees not to discriminate against any employee, City employee working with Developer's contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

Section 4.8 City Cost Recovery.

4.8.1 Developer shall timely pay to the City all Applicable Impact Fees and Exactions as set forth in Section 5.8.

4.8.2 Developer shall timely pay to the City all Processing Fees applicable to the processing or review of applications for (and issuing) the Approvals, as more particularly described in Section 5.8.3.

4.8.3 Developer shall pay to the City all City Costs incurred in connection with the drafting and negotiation of this Agreement, processing and issuing any Later Approvals or administering this Agreement, within sixty (60) days following receipt of a written invoice complying with Section 4.8.4 from the City.

4.8.4 OEWD shall provide Developer on a quarterly basis (or such alternative period as agreed to by the Parties) a reasonably detailed statement showing City Costs incurred by OEWD, the City Agencies, and the City Attorney's Office, including the hourly rates for each City staff member at that time, the total number of hours spent by each City staff member during the invoice period, any additional costs incurred by the City Agencies and a non-privileged description of the work completed (provided, for the City Attorney's Office, the billing statement will be reviewed and approved by OEWD but the cover invoice forwarded to Developer will not include a description of the work). OEWD will use reasonable efforts to provide an accounting of time and City Costs from the City Attorney's Office and each City Agency in each invoice; provided, however, if OEWD is unable to provide an accounting from one or more of the City Agencies, then OEWD may send an invoice to Developer that does not include the charges of such City Agencies without losing any right to include such charges in a future or supplemental invoice but subject to the twelve (12) month deadline set forth below in this Section 4.8.4. Developer's obligation to pay the City Costs incurred prior to the date of termination shall survive the termination of this Agreement. Developer shall have no obligation to reimburse the City for any City Cost that is not invoiced to Developer within twelve (12) months from the date the City Cost was incurred. The City shall maintain records, in reasonable detail, with respect to any City Costs and, upon written request of Developer and to the extent not confidential, shall make such records available for inspection by Developer. If Developer in good faith disputes any portion of an invoice, then within sixty (60) days following Developer's receipt of the invoice, Developer shall provide notice of the amount disputed and the reason for the dispute, and the Parties shall use good faith efforts to reconcile the dispute as soon as practicable. Developer shall have no right to

withhold the disputed amount. If any dispute is not resolved within ninety (90) days following Developer's notice to the City of the dispute, Developer may pursue all remedies at law or in equity to recover the disputed amount.

4.8.5 For the avoidance of doubt, if Developer is more than one Person (e.g., if a Transfer has occurred following the Reference Date), then each Person that is Developer shall be responsible only for City Costs applicable to such Developer and shall not be responsible for City Costs applicable to any other Person that is Developer and City Costs invoiced to any Person that is Developer shall be made without duplication.

Section 4.9 Prevailing Wages and Working Conditions. Certain contracts for work at the Project Site may be public works contracts if paid for in whole or part out of public funds, as the terms "public work" and "paid for in whole or part out of public funds" are defined in and subject to exclusions and further conditions under California Labor Code sections 1720–1720.6. In connection with the Project, Developer shall comply with all California public works requirements as and to the extent required by State Law. In addition, Developer agrees that all workers performing labor in the construction of public works (including the Public Improvements) under this Agreement will be (i) paid not less than the Prevailing Rate of Wages as defined in Administrative Code section 6.22 and established under Administrative Code section 6.22(e), (ii) provided the same hours, working conditions, and benefits as in each case are provided for similar work performed in the City in Administrative Code section 6.22(f) and (iii) employ apprentices in accordance with Administrative Code Section 23.61. Any contractor or subcontractor constructing Public Improvements must make certified payroll records and other records required under Administrative Code section 6.22(e)(6) available for inspection and examination by the City with respect to all workers performing covered labor. The City's Office of Labor Standards Enforcement ("OLSE") enforces applicable labor Laws on behalf of the City, and OLSE shall be the lead agency responsible for ensuring that prevailing wages are paid and other payroll requirements are met in connection with the work, all to the extent required hereunder and as more particularly described in the Workforce Agreement.

Section 4.10 Indemnification of City. Developer shall indemnify, reimburse, and hold harmless the City and its officers, agents and employees (collectively, the "**City Parties**") from and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims (collectively, "**Losses**") arising or resulting directly or indirectly from any third party claim against any City Party arising from: (i) a Default by Developer under this Agreement; (ii) Developer's failure to comply with any Approval or Non-City Regulatory Approval; (iii) the failure of any improvements constructed pursuant to the Approvals to comply with any Applicable Standards, including Existing Standards; (iv) any accident, bodily injury, death, personal injury, or loss of or damage to property occurring on the Project Site (or the public right of way adjacent to the Project Site) in connection with the construction by Developer or its agents or contractors of any improvements pursuant to the Approvals or this Agreement; (v) a Third-Party Challenge; (vi) any dispute between Developer, on the one hand, and its contractors or subcontractors, on the other hand, relating to the construction of any part of the Project; and (vii) any dispute between or among any Person that is Developer or between any Person that is Developer and any subsequent owner of any of the Project Site in any case relating to any assignment of this Agreement or the obligations that run with the land, or any dispute between any Person that is Developer or any other Person relating to which Person is responsible for performing certain obligations under this

Agreement; in any case: (a) (except as provided below) regardless of the negligence of and regardless of whether liability without fault is imposed or sought to be imposed on the City or any of the City Parties; and (b) except to the extent that (x) any of the foregoing indemnification, reimbursement, hold harmless and defense obligations is void or otherwise unenforceable under applicable Law, (y) any such Loss is the result of the negligence or willful misconduct of any of the City Parties, or (z) any such Loss is related to any Public Improvements (the indemnification obligations of which are as provided in the Public Improvement Agreement(s) as executed by the City and Developer). The foregoing indemnity shall include, without limitation, reasonable attorneys' fees and costs and the City's reasonable cost of investigating any such claims against the City or the City Parties. All indemnifications set forth in this Section 4.10 shall survive until the expiration of the applicable statute of limitation or statute of repose. The indemnity requirements of the Public Improvement Agreements shall not conflict with the foregoing.

4.10.1 Multiple Developers. For the avoidance of doubt, if Developer is more than one Person (e.g., if a Transfer has occurred following the Reference Date), then each Person that is Developer shall be responsible only for the indemnification, reimbursement, hold harmless or defense obligations applicable to such Developer and shall not be responsible for the indemnification, reimbursement, hold harmless or defense obligations applicable to any other Person that is Developer.

4.10.2 Indemnification Procedures. In the event of any action or proceeding subject to indemnification, reimbursement, hold harmless or defense under this Agreement, the Parties shall cooperate in defending against such action or proceeding. The City shall promptly notify Developer of any such action or proceeding instituted against the City. Developer shall assist and cooperate with the City at Developer's own expense in connection with any such action or proceeding. The City Attorney's Office may use its own legal staff or outside counsel in connection with defense of such action or proceeding, at the City Attorney's sole discretion. Developer shall reimburse the City for its actual costs incurred in defense of the action or proceeding, including the time and expenses of the City Attorney's Office (at the non-discounted rates then charged by the City Attorney's Office) and any consultants; provided, however, (i) Developer shall have the right to receive monthly invoices for all such costs, and (ii) in the event of any Third-Party Challenge, Developer may elect to terminate this Agreement by written notice thereof to the City, and the Parties will thereafter seek to have the Third-Party Challenge dismissed. Developer shall have no obligation to reimburse any City costs incurred after the date of dismissal. The filing of any third party action or proceeding shall not delay or stop the development, processing, or construction of the Project or the issuance of Later Approvals unless the third party obtains a court order preventing the activity.

ARTICLE 5

VESTING AND CITY OBLIGATIONS

Section 5.1 Vested Rights. By the Approvals, the City has made a policy decision that the Project, as described in and as may be modified in accordance with the Approvals, is in the best interests of the City and promotes the public health, safety and general welfare. Developer shall have the vested right to develop the Project as set forth in this Agreement, including with the following vested elements: the locations and numbers of Buildings proposed, Infrastructure, land uses and parcelization, height and bulk limits, including the maximum density, intensity and gross

square footages, permitted uses, provisions for open space, vehicular access and parking (collectively, the “**Vested Elements**”; provided the Existing Uses on the Project Site shall also be included as Vested Elements). The Vested Elements are subject to and shall be governed by Applicable Standards. The expiration of any building permit or Approval shall not limit the Vested Elements, and Developer shall have the right to seek and obtain subsequent building permits or approvals, including Later Approvals, at any time during the Term, any of which shall be governed by Applicable Standards.

Section 5.2 Existing Standards. The City shall process, consider, and review all Later Approvals in accordance with (i) the Approvals, (ii) the General Plan, (iii) the Municipal Code (including the Subdivision Code), and all other applicable City policies, rules, and regulations, as each of the foregoing is in effect on the Effective Date (collectively, “**Existing Standards**”), as the same may be amended or updated in accordance with permitted New City Laws as set forth in Section 5.7, (iv) California and federal law, as applicable, and (v) this Agreement, including the Plan Documents (collectively, “**Applicable Standards**”). The Enacting Ordinance contains express waivers and amendments to Chapter 56 consistent with this Agreement.

Section 5.3 Waiver of Subdivision and Public Works Codes. Nothing in this Agreement, including the Infrastructure Plan, constitutes an implied waiver or implied exemption of the Subdivision Code or the Public Works Code. The City acknowledges that the Project as shown in the Infrastructure Plan obviously requires certain exceptions from the Subdivision Regulations listed in Exhibit Y, some of which are required to effectuate the Better Streets Plan. The City (including Public Works) agrees to grant any waivers or exceptions listed in Exhibit Y. For any waiver or exemption not listed in Exhibit Y, Developer shall comply with the City’s existing processes to seek any necessary waivers or exemptions. The City’s failure to enforce any part of the Subdivision Code or Public Works Code shall not be deemed a waiver of its right to do so thereafter, but it shall not override the Approvals standards set forth in Sections 3.2.6, 5.2, 5.4, and 5.5.

Section 5.4 Criteria for Later Approvals. Developer shall be responsible for obtaining all Later Approvals required to Commence Construction of any Building, Infrastructure or Parks and Open Spaces before Commencing Construction thereof. The City, in granting the Approvals and vesting the Project through this Agreement, is limiting its future discretion with respect to Later Approvals to the extent that they are consistent with the Approvals and the Plan Documents. The City shall not disapprove applications for Later Approvals or require any revisions to such applications based upon an item or element that conforms to and/or is consistent with the Approvals and the Plan Documents, or impose requirements or conditions that are inconsistent or conflict with the Plan Documents or the Approvals, and shall consider all such applications in accordance with its customary practices (but subject to the requirements of this Agreement). The City may subject a Later Approval to any condition that is necessary to bring the Later Approval into compliance with the Applicable Standards. For any part of a Later Approval request that has not been previously reviewed or considered by the applicable City Agency (such as additional details or plans), the City Agency shall exercise its discretion consistent with the Applicable Standards and otherwise in accordance with City’s customary practice (but subject to the requirements of this Agreement). Nothing in this Agreement shall preclude the City from applying New City Laws for any development not within the definition of the “Project” under this Agreement.

Section 5.5 Building Code Compliance.

5.5.1 City-Wide Building Codes. Except as otherwise provided herein, when considering any application for a Later Approval, the City or the applicable City Agency shall apply the applicable provisions, requirements, rules, or regulations (including any applicable exceptions) that are contained in the San Francisco Building Codes, including the Public Works Code, Subdivision Code, Mechanical Code, Electrical Code, Green Building Code, Housing Code, Plumbing Code, Fire Code, Port Code or other uniform construction codes applicable on a City-Wide basis. And provided further, that any structures on private or non-private Port lands with the Port's jurisdiction boundary are to be permitted by other City agencies and not the Port.

5.5.2 Applicability of Utility Infrastructure Standards. Nothing in this Agreement will preclude the City Agencies from applying then-current standards and New City Laws for Utility Infrastructure for each Later Approval if: (i) the standards for Utility Infrastructure as applied, City-Wide, are compatible with, and would not require a material modification to previously approved plans for the work (*e.g.*, changes that would involve the redesign of plans or documents that were previously approved), and (ii) the deviations are compatible with, and would not require any retrofit, material modification (including construction of new supplementary systems or improvements), removal, reconstruction or redesign of what was previously built as part of the Project. If Developer claims that the City's request for changes to design or construction documents violates the preceding sentence, it will submit to the City reasonable documentation to substantiate its claim, including bids, cost estimates, or other supporting documentation. The Parties agree to meet and confer for a period of not less than thirty (30) days to resolve any dispute regarding application of this Section. If the Parties do not agree following the meet and confer period, Developer may seek judicial relief for any City violation of the limitations imposed by this Section.

Section 5.6 Denial of a Later Approval. If the City denies any application for a Later Approval, the City must specify in writing the reasons for such denial and shall suggest modifications required for approval of the application. Any such specified modifications shall be consistent with Applicable Standards, and City staff shall approve the application if it is subsequently resubmitted for City review and corrects or mitigates, to the City's reasonable satisfaction, the stated reasons for the earlier denial in a manner that is consistent and compliant with Applicable Standards and does not include new or additional information or materials that give the City a reason to object to the application under the standards set forth in this Agreement.

Section 5.7 New City Laws. All future changes to Existing Standards and any other Laws, plans or policies adopted by the City or adopted by voter initiative after the Reference Date ("New City Laws") shall apply to the Project and the Project Site except to the extent they conflict with this Agreement or the Approvals. In the event of such a conflict, the terms of this Agreement and the Approvals shall prevail, subject to the terms of Section 5.9. All references to any part of the Municipal Code in this Agreement shall mean that part of the Municipal Code (including the Administrative Code) in effect on the Reference Date, with such changes and updates as are adopted from time to time, except to the extent they conflict with this Agreement or the Approvals as set forth in Section 5.7.1.

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

(a) limit or reduce the density or intensity of the Project, or any part thereof, or otherwise require any reduction in the square footage or number of proposed Buildings (including the number of residential dwelling units) or change the location of proposed Buildings or change or reduce other improvements from those permitted under the Approvals or the Plan Documents;

(b) limit or reduce the height or bulk of the Project, or any part thereof, or otherwise require any reduction in the height or bulk of individual Buildings or other improvements from those permitted under the Approvals or the Plan Documents;

(c) limit, reduce or change the amounts of parking and loading spaces or location of vehicular access, parking or loading from those permitted under the Approvals or the Plan Documents, except as provided in the Transportation Plan;

(d) limit any land uses for the Project from those permitted under the Approvals, the Plan Documents or the Existing Uses;

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

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

(g) materially limit the availability of public utilities, services or facilities, or any privileges or rights to public utilities, services, or facilities for the Project; not including the City's ability to implement water rationing standards to implement other sustainability measures, including, but not limited to, requirements for all electric power for buildings within the Project;

(h) control commercial or residential rents or purchase prices charged within the Project or on the Project Site, except as such imposition is expressly required by this Agreement;

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

(j) increase the percentage of required affordable or BMR Units, change the AMI percentage levels for the affordable housing pricing or income eligibility, change the requirements regarding unit size, finishes, or unit type, control or limit home

owner association or common area dues or amenity charges, or increase the amount or change the configuration of required open space;

(k) impose new or modified Impact Fees and Exactions other than as permitted under 5.8;

(l) require modifications to existing or proposed Infrastructure, except to the extent not precluded under Section 5.5.2.

(m) alter the definition of Gross Floor Area.

(n) impose requirements for the historic preservation or rehabilitation of Buildings or landscapes other than those contained in the Design for Development as of the Effective Date.

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

5.7.3 Developer Election of New City Law. Developer may elect to have a New City Law that conflicts with this Agreement applied to the Project (or any portion thereof) or the Project Site (or any portion thereof) by giving the City written notice of its election to have such New City Law applied, in which case such New City Law shall be deemed to be an Existing Standard as to the Project (or portion thereof) or the Project Site (or portion thereof), as applicable, as of the date of such election; provided, however, that if the application of the New City Law would be a Material Change to the City's obligations under this Agreement, the application of the New City Law shall require the concurrence of any affected City Agencies; provided, however, that the Developer may not elect to have a New City law applied to the Project if the application of the New City Law would result in a reduction in the Associated Community Benefits.

5.7.4 Designation of Additional Inclusionary Units. Notwithstanding any other provision of the Housing Plan or this Agreement, Developer shall have the right to restrict the rental or sales price of a Residential Unit to an amount that qualifies as a below market rate unit under the Project SUD (an "**Additional BMR Unit**"), or to pay the Affordable Housing Fee as defined by Planning Code section 415 *et seq.* For purposes of clarity, any Additional BMR Units shall not be included in the calculation of the final Affordable Percentage and accordingly will be in addition to the affordable housing requirements of this Agreement. To the extent that New City Laws do not conflict with this Agreement or Developer elects to have a New City Law that conflicts with this Agreement applied to the Project, and such New City Law requires Developer

to provide a certain number of dwelling units that are restricted to certain rental amounts or sales prices or to pay the Affordable Housing Fee or another amount in order to obtain a benefit from or otherwise satisfy a condition of such New City Law (e.g., to obtain a land use entitlement or other Approval to construct all or a portion of the office or other improvements of the Project) (a “**New Proportionality Requirement**”), then Developer may elect to satisfy such New Proportionality Requirement by paying such amounts or providing additional affordable housing units than required under this Development Agreement, and, to the extent required by such New Proportionality Requirement, upon such election the New Proportionality Requirement shall be deemed a requirement of the Development Agreement.

Section 5.8 Impact Fees and Exactions.

5.8.1 Generally. The Project shall only be subject to the Processing Fees and Impact Fees and Exactions as set forth in this Section 5.8, and the City shall not impose any new Processing Fees or Impact Fees and Exactions on the Project or impose new fees or exactions for the right to develop the Project (including required contributions of land, public amenities, or services). The Parties acknowledge that the provisions contained in this Section 5.8 are intended to implement the intent of the Parties that Developer shall have the right to develop the Project pursuant to specified and known criteria and rules, and that the City shall receive the benefits which will be conferred as a result of such development without abridging the right of the City to act in accordance with its powers, duties, and obligations, except as specifically provided in this Agreement.

5.8.2 Impact Fees and Exactions. The only Impact Fees and Exactions that will apply to the Project shall be the Impact Fees and Exactions listed on Exhibit P (the “**Applicable Impacts Fees and Exactions**”), and (2) the rates of the Applicable Impact Fees and Exactions as applied shall be subject to annual escalation in accordance with the methodology currently (as of the Reference Date) provided in Planning Code Section 409, applied from the Effective Date to the date that the Applicable Impact Fee and Exaction is paid. The City shall assess Impact Fees and Exactions only against the net new Gross Floor Area for each use at the Project Site.

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

Section 5.9 Changes in Federal or State Laws.

5.9.1 City’s Exceptions. Notwithstanding any provision in this Agreement to the contrary, each City Agency having jurisdiction over the Project shall exercise its discretion under this Agreement in a manner that is consistent with the public health and safety and shall at all times retain its respective authority to take any action that is necessary to protect the physical health and safety of the public (the “**Public Health and Safety Exception**”) or reasonably calculated and narrowly drawn to comply with applicable changes in Federal or State Law affecting the physical environment (the “**Federal or State Law Exception**”), including the authority to condition or deny a Later Approval or to adopt a New City Law applicable to the Project so long as such condition or denial or new regulation (i)(a) is limited solely to addressing a specific and identifiable issue in each case required to protect the physical health and safety of the public, or (b) is required

to comply with such changes in Federal or State Law, and in each case not for independent discretionary policy reasons that are inconsistent with the Approvals or this Agreement, and (ii) is applicable on a City-Wide basis to the same or similarly situated uses and applied in an equitable and non-discriminatory manner. Developer retains the right to dispute any City reliance on the Public Health and Safety Exception or the Federal or State Law Exception. If the Parties are not able to reach agreement on such dispute following a reasonable meet and confer period, then Developer or City may seek judicial relief with respect to the matter.

5.9.2 Changes in Federal or State Laws. If Federal or State Laws issued, enacted, promulgated, adopted, passed, approved, made, implemented, amended or interpreted after the Reference Date have gone into effect and (i) preclude or prevent compliance with one or more provisions of the Approvals or this Agreement, or (ii) materially and adversely affect Developer's or the City's rights, benefits, or obligations under this Agreement, then such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such Federal or State Law. In such event, this Agreement shall be modified only to the extent necessary or required to comply with such Law, subject to the provisions of Section 5.8.4, as applicable.

5.9.3 Changes to Development Agreement Statute. This Agreement has been entered into in reliance upon the provisions of the Development Agreement Statute. No amendment of or addition to the Development Agreement Statute that would affect the interpretation or enforceability of this Agreement, increase the obligations or diminish the rights of Developer hereunder or increase the obligations of or diminish the benefits to the City hereunder shall be applicable to this Agreement unless such amendment or addition is specifically required by Law or is mandated by a court of competent jurisdiction. If such amendment or change is permissive rather than mandatory, this Agreement shall not be affected.

5.9.4 Effect on Agreement. If any of the modifications, amendments or additions described in this Section 5.9 would materially and adversely affect the construction, development, use, operation, or occupancy of the Project as contemplated by the Approvals, or any material portion thereof, such that the Project, or the applicable portion thereof becomes economically infeasible (a "**Law Adverse to Developer**"), then Developer shall notify the City and propose amendments or solutions that would maintain the benefit of the bargain (that is this Agreement) for both Parties. If any of the modifications, amendments or additions described in this Section 5.9 would materially and adversely affect or limit the Associated Community Benefits (a "**Law Adverse to the City**"), then the City shall notify Developer and propose amendments or solutions that would maintain the benefit of the bargain (that is this Agreement) for both Parties. Upon receipt of a notice under this Section 5.9.4, the Parties agree to meet and confer in good faith for a period of not less than sixty (60) days in an attempt to resolve the issue. If the Parties cannot resolve the issue in sixty (60) days or such longer period as may be agreed to by the Parties, then the Parties shall mutually select a mediator at JAMS in San Francisco for nonbinding mediation for a period of not less than thirty (30) days. If the Parties remain unable to resolve the issue following such mediation, then either Party shall have the right to seek available remedies at law or in equity to maintain the benefit of the bargain or alternatively to terminate this Agreement if the benefit of the bargain cannot be maintained in light of the Law Adverse to Developer or Law Adverse to the City.

Section 5.10 No Action to Impede Approvals. Except and only as required under Section 5.8, the City shall take no action under this Agreement nor impose any condition on the Project that would conflict with this Agreement or the Approvals. An action taken or condition imposed shall be deemed to be in conflict with this Agreement or the Approvals if such actions or conditions result in the occurrence of one or more of the circumstances identified in Section 5.7.1.

Section 5.11 Estoppel Certificates. Developer may, at any time, and from time to time, deliver notice to the Planning Director requesting that the Planning Director certify to Developer, a potential Transferee, a Mortgagee or a potential Mortgagee, in writing that to the best of the Planning Director's knowledge: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended or modified, and if so amended or modified, identifying the amendments or modifications and stating their date and providing a copy or referring to the recording information; (iii) Developer is not in breach of the performance of its obligations under this Agreement, or if in breach, describing the nature and amount of any such breach; and (iv) the findings of the City with respect to the most recent annual review performed pursuant to Section 8.1. The Planning Director, acting on behalf of the City, shall execute and return such certificate within forty-five (45) days following receipt of the request.

Section 5.12 Existing, Continuing Uses and Interim Uses. The Parties acknowledge that the Existing Uses are lawfully authorized uses and may continue as such uses may be modified by the Project, provided that any modification thereof not a component of or contemplated by the Project is subject to Planning Code Section 178 and the applicable provisions of Article 5. Developer may install interim or temporary uses on the Project Site, which uses must be consistent with those uses allowed under the Project's zoning and the Project SUD.

Section 5.13 Costa-Hawkins Rental Housing Act.

5.13.1 Non-Applicability of Costa-Hawkins Act to BMR Units. Chapter 4.3 of the California Government Code directs public agencies to grant concessions and incentives to private developers for the production of housing for lower income households. The Costa-Hawkins Rental Housing Act, California Civil Code sections 1954.50 et seq. (the "**Costa-Hawkins Act**") and Administrative Code section 37.2(r)(5) provide for no limitations on the establishment of the initial and all subsequent rental rates for a dwelling unit that meets the definition of new construction, with exceptions, including an exception for dwelling units constructed pursuant to a contract with a public agency in consideration for a direct financial contribution or any other form of assistance specified in Chapter 4.3 of the California Government Code (section 1954.52(b)). Based upon the language of the Costa-Hawkins Act and the terms of this Agreement, the Parties agree that the Costa-Hawkins Act and section 37.2(r)(5) do not and in no way shall limit or otherwise affect the restriction of rental charges for the BMR Units. This Agreement falls within the express exception to the Costa-Hawkins Act, Section 1954.52(b) because this Agreement is a contract with a public entity in consideration for contributions and other forms of assistance specified in Chapter 4.3 (commencing with Section 65919 of Division 1 of Title 7 of the California Government Code). The City and Developer would not be willing to enter into this Agreement without the understanding and agreement that Costa-Hawkins Act provisions set forth in California Civil Code section 1954.52(a) do not apply to the BMR Units as a result of the exemption set forth in California Civil Code section 1954.52(b) for the reasons set forth in this Section 5.14.

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

5.13.3 Inclusion in All Assignment and Assumption Agreements and Recorded Restrictions. Developer shall include the provisions of Section 5.13.1 in any and all Assignment and Assumption Agreements for any portions of the Project Site that include or will include BMR Units.

Section 5.14 Taxes. Nothing in this Agreement limits the City's ability to impose new or increased taxes or special assessments, or any equivalent or substitute tax or assessment, provided (i) the City shall not institute or initiate proceedings for any new or increased special tax or special assessment for a land-secured financing district (excluding the Project Special Taxes under the CFD Act contemplated by this Agreement and excluding business improvement districts or community benefit districts formed by a vote of the affected property owners) that includes the Project Site unless the new district is City-Wide, or Developer gives its prior written consent to or requests such proceedings, (ii) Developer and the City shall not take any other action that is inconsistent with the Financing Plan without the other Party's consent, and (iii) no such tax or assessment shall be targeted or directed at the Project, including, without limitation, any tax or assessment targeted or directed solely at all or any part of the Project Site. Nothing in the foregoing prevents the City from imposing any tax or assessment against the Project Site, or any portion thereof, that is enacted in accordance with Law and applies to all similarly-situated property on a City-Wide basis.

ARTICLE 6

NO DEVELOPMENT OBLIGATION

Section 6.1 No Development Obligation. There is no requirement that Developer initiate or complete development of the Project, or that Developer do so within any period of time or in any particular order, all subject to the requirement to provide the Associated Community Benefits in accordance with this Agreement if Developer elects to Commence Construction and pursue to Completion a particular portion of the Project to which such Associated Community Benefit is tied. The development of the Project is subject to numerous factors that are not within the control of Developer or the City, including the Development Considerations. Except as expressly required by this Agreement, the City acknowledges that Developer may develop the Project in such order and at such rate and times as Developer deems appropriate within the exercise of its sole and subjective business judgment. In *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), the California Supreme Court ruled that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing

of development and controlling the parties' agreement. It is the intent of the Parties to avoid such a result by acknowledging and providing for the timing of development of the Project in the manner set forth herein. Accordingly, the Parties agree that except for the construction phasing required by Section 3.2, the requirement to provide the Associated Community Benefits in accordance with this Agreement if Developer elects to Commence Construction and pursue to Completion a particular portion of the Project to which such Associated Community Benefit is tied, the Mitigation Measures and any express construction dates set forth in a Later Approval, (i) Developer shall have the right to develop the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its sole and subjective business judgment, and (ii) such right is consistent with the intent, purpose and understanding of the Parties, and that without such right, Developer's development of the Project would be subject to the uncertainties sought to be avoided by the Development Agreement Statute, Chapter 56 and this Agreement; provided, however, this Affordable Housing Plan requires that Phase 1 include affordable units built on-site, either by construction of Inclusionary Units or by 100% Affordable Units located on the Project Site. Notwithstanding the foregoing, the City retains authority to reject any Developer request for temporary or interim Public Improvements or deferral of the construction of the permanent Public Improvements and can require permanent Public Improvements with each Development Phase. Additionally, there are certain obligations under the Port Lease that allow for termination of the Port Lease if certain conditions are not met.

Section 6.2 Real Estate Transfers. Developer shall transfer certain real property to the City as generally shown on Exhibit Q. The City shall also have the right to accept from Developer temporary or permanent easements, as needed, in a form approved by the applicable City Agency and the City Attorney, for utility lines to be owned by the City. In addition, upon completion of the Public Improvements on Developer-owned property that will be owned, maintained and operated by the City, Developer shall transfer fee title to the underlying real property to the City when required under the applicable Public Improvement Agreement. The City shall accept such transfers, subject to this Section 6.2. Developer shall prepare all maps and legal descriptions as required to effectuate the proposed real estate transfers subject to the approval of the Director of Property (and, where applicable, the Public Works Director), which shall not be unreasonably withheld, conditioned or delayed. Following satisfaction of all conditions to closing, including the vacation and abandonment of any public rights and the relocation of any utilities in such real property, the City shall convey any real property to Developer, by quitclaim deed in the form attached as Exhibit T and Developer shall convey any real property to the City by grant deed in the form attached as Exhibit S. Except as otherwise provided herein, Developer shall accept any City property strictly in its "as is" condition, without representation or warranty and releases the City from any liability relating to the condition of the Property. Each Party shall have the right to perform physical, title, and other customary due diligence before accepting title to transferred land and shall have the right to object to the condition of the property, including the environmental condition, in its sole discretion. It shall be a condition precedent to the City's acceptance of any real property hereunder that the City obtain title insurance, at Developer's sole cost, in form and from an issuer reasonably acceptable to the City in the amount of the fair market value of the land. Developer shall have the right, but not the obligation, to obtain title insurance for the real property that it accepts at Developer's sole cost. If the accepting Party objects to the condition of the real property, including any title exceptions, then the Parties shall meet and confer for a period of thirty (30) days, or such longer period as may be agreed to by the Parties, to try to reach a reasonable resolution. It is the Parties' intent that Developer shall pay all reasonable costs of remedying any

objectionable property condition. If the Parties are not able to reach resolution, then neither Party shall be required to complete the real property transfer. As consideration for Developer transferring fee title to the streets within the Project Site to the City, the City shall issue to Developer, free of charge, Major Encroachment Permits for any historic buildings on the Project Site that are retained by the Project and that encroach into such City-owned streets, and Major Encroachment Permits for telecommunications, greywater, non-potable water system and/or other utilities or improvements to be owned and maintained by Developer and/or any of its successors or assigns and located within such City-owned streets. For the avoidance of doubt, no Assignment and Assumption Agreement shall be required for the conveyance of any real property in the Project Site to the City and upon such conveyance this Agreement shall automatically terminate with respect to such property.

ARTICLE 7 MUTUAL OBLIGATIONS

Section 7.1 Notice of Completion or Termination. Within thirty (30) days after any termination of this Agreement in whole or in part in accordance with the terms hereof (as to all or any part of the Project Site, including in the event that a portion of the Project Site is required for a Utility Yard), the Parties agree to execute and deliver to one another a written statement acknowledging such termination in the form of Notice of Termination attached as Exhibit U, signed by the appropriate agents of the City and Developer, and record such instrument in the Official Records. In addition, within thirty (30) days after Developer's request, when one or more Development Phases (or any Building, Infrastructure, Parks or Open Space, Privately-Owned Community Improvements or Public Improvement within any Development Phase) and all of the Associated Community Benefits tied to such Development Phases (or component thereof) have been Completed, the City shall execute and deliver to Developer a written statement acknowledging such Completion in the form of Notice of Completion attached as Exhibit V and record such instrument in the Official Records. Following the recordation of any such instrument, the City shall provide a conformed copy thereof to Developer and any applicable Mortgagee.

Section 7.2 General Cooperation. The Parties agree to cooperate with one another and use diligent efforts to expeditiously implement the Project in accordance with the Approvals and this Agreement, and to undertake and complete all actions or proceedings reasonably necessary or appropriate to ensure that the objectives of this Agreement and the Approvals are implemented and to execute, with acknowledgment or affidavit if required, any and all documents and writings that may be necessary or proper to achieve the objectives of this Agreement and the Approvals. Except for ordinary administrative costs of the City and as otherwise expressly set forth herein, nothing in this Agreement obligates the City to spend any sums of money or incur any costs other than City Costs or costs that Developer reimburses through the payment of Processing Fees.

7.2.1 Specific Actions by the City. Except as otherwise expressly set forth herein, references to the City are, and shall be deemed, references to the City acting by and through the Planning Director (or when required by the Applicable Standards, the affected City Agencies or the Board of Supervisors). The City actions and proceedings subject to this Agreement shall be through the Planning Department (and when required by Applicable Standards, affected City Agencies or the Board of Supervisors), and shall include instituting and completing proceedings for temporary or permanent closing, occupancy, widening, modifying or changing the grades of

streets and other necessary modifications of the streets, the street layout and other public or private rights-of-way, including streetscape improvements, encroachment permits, improvement permits and any requirement to abandon, remove and relocate public utilities (and, when applicable, City utilities) as identified in the Approvals.

7.2.2 Role of Planning Department and Public Works. The Parties agree that the Planning Department will act as the City's lead agency to facilitate coordinated City review of applications for Later Approvals relating to development of the Project on the Developer Property and that Public Works will act as the City's lead agency, in coordination with the Port, and consistent with Exhibit Z, (i) to facilitate coordinated City review of applications for Later Approvals relating to improvements on the current right of way, future right of way and facility easements and (ii) for all actions subject to the Subdivision Map Act. As such, the City shall cause the Planning Department and Public Works to, as applicable: (a) work with Developer to ensure that all such applications are technically sufficient and constitute complete applications; and (b) interface with City Agency staff responsible for reviewing any application under this Agreement to ensure that City Agency review of such applications are concurrent and that the approval process is expeditious, efficient and orderly and avoids redundancies, all in accordance with this Agreement.

7.2.3 City Agencies' Processing Responsibilities.

(a) Review of Applications. Developer will submit each application for Later Approvals, including Design Review Applications (including those for Parks and Open Spaces) and applications for the design and construction of Public Improvements, to the applicable lead City Agencies. Each City Agency, including the Port, RPD, PUC, SFMTA, SFFD, Public Works and MOHCD, shall process expeditiously and with due diligence all submissions, applications and requests by Developer for Later Approvals, including all permits, approvals, agreements, plans and other actions that are necessary to implement the Project. Each City Agency shall review submissions, applications and requests made to it by Developer for consistency with the Applicable Standards, and shall use diligent efforts to coordinate with any other applicable City Agency and shall determine completeness expeditiously following (and in any event within thirty (30) days of), and shall provide all comments and make recommendations to Developer expeditiously following (and in any event within sixty (60) days of), the City Agency's receipt of the complete application. If the City Agency disapproves a submission, application or request and Developer subsequently resubmits such submission, application or request, the City Agency shall have an additional thirty (30) days for review from receipt of the resubmittal (which period shall include consultation with other City Agencies to the extent requested by the City Agency), provided that the City Agencies shall endeavor not to include any new comments or recommendations to the resubmittal except to the extent arising from matters in the resubmittal not contained in the original submission, application or request. This procedure shall continue until the City Agency approves the submission, application or request. Without limiting the foregoing, the City agrees to use good faith efforts to process all Later Approvals in accordance with the time limits set forth in the Mayor's Directive.

(b) Requirements for Processing Applications. In considering any application, the City Agencies (i) shall not impose requirements or conditions that are inconsistent or conflict with the Plan Documents or the terms and conditions of any of the Approvals, and (ii) shall not disapprove such application or require any revisions to such application based upon an item or element that conforms to and/or is consistent with the Plan Documents and the Approvals. Any City Agency denial of an application shall include a statement of the reasons for such denial. Developer will work collaboratively with the City Agencies to ensure that such application is discussed as early in the review process as possible and that Developer and the City Agencies act in concert with respect to these matters.

Section 7.3 Permits to Enter City Property. Subject to the rights of any third party, the rights of the public and the City's reasonable agreement on the scope of the proposed work and insurance and security requirements, the City, acting through the Director of Property, the General Manager of the SFPUC, or other applicable City official, shall grant to Developer permits to enter City-owned property under their respective jurisdiction, substantially in the form attached as Exhibit V including, without limitation, provisions regarding release, waivers, and indemnification in keeping with the City's standard practices, so long as the same is consistent with Applicable Standards, and otherwise on commercially reasonable terms, in order to permit Developer to enter City-owned property as necessary to construct the Project or comply with or implement the Approvals or other requirements in this Agreement.

Section 7.4 Other Necessary Acts. Each Party shall use good faith efforts to take such further actions as may be reasonably necessary to carry out this Agreement and the Approvals in accordance with the terms of this Agreement (and subject to all Laws) in order to provide and secure to each Party the full and complete enjoyment of its rights and privileges hereunder. In their course of performance under this Agreement, the Parties shall cooperate and shall undertake such actions as may be reasonably necessary to implement the Project as contemplated by this Agreement, including such actions as may be necessary to satisfy or effectuate any applicable conditions precedent to the performance of the Associated Community Benefits.

Section 7.5 Mills Act. At Developer's request, Developer and the City agree to use good faith efforts to pursue the approval of a Mills Act contract under the California Mills Act (California Government Code, Article 12, Sections 50280 et seq., California Revenue and Taxation Code, Article 1.9, Sections 439 et seq.) for the rehabilitation of any building on the Project Site eligible for such contract under the California Mills Act. The City finds that the approval of Mills Act contracts for the rehabilitation of the Station A and Unit 3 buildings to be a critical component to the viability of the preservation of these buildings, given their dilapidated condition. So long as the term of any such Mills Act contract does not exceed twenty (20) years, the City agrees to waive any limitation under City Law regarding the tax assessment value of the building under San Francisco Administrative code 71.2(b), as well as the maximum amount of tax revenue loss that may result from any such Mills Act contract.

ARTICLE 8 PERIODIC REVIEW OF DEVELOPER'S COMPLIANCE

Section 8.1 Annual Review. Pursuant to Section 65865.1 of the Development Agreement Statute and Section 56.17 of the Administrative Code, in each case as of the Reference Date, at the beginning of the second week of each January following the Effective Date and until the Project is Complete (or earlier expiration or termination of this Agreement in accordance herewith) (the “**Annual Review Date**”), the Planning Director shall commence a review to ascertain whether Developer has, in good faith, complied with the Agreement. The City’s failure to initiate the annual review shall not be a Default and shall not be deemed to be a waiver of any right to do so at the next Annual Review Date. The Planning Director may elect to forgo an annual review if no significant construction work occurred on the Project Site during that year, or if such review is otherwise not deemed necessary. Such election shall be provided in writing to Developer at Developer’s request.

Section 8.2 Review Procedure. In conducting annual reviews of Developer’s compliance with this Agreement as described in Section 8.1, the Planning Director shall follow the process set forth in this Section 8.2.

8.2.1 Required Information from Developer. Within sixty (60) days following request by the Planning Director, Developer shall provide a letter to the Planning Director explaining, with reasonably appropriate backup documentation, Developer’s compliance with this Agreement for the preceding year, including compliance with the requirements regarding Associated Community Benefits. The Planning Director shall post a copy of Developer’s submittals on the Planning Department’s website.

8.2.2 City Report. Within forty (40) days after Developer submits such letter, the Planning Director shall review the information submitted by Developer and all other available evidence regarding Developer’s compliance with this Agreement and shall consult with applicable City Agencies as appropriate. All such available evidence, including final staff reports, shall, upon receipt by the City, be made available as soon as possible to Developer. The Planning Director shall notify Developer in writing whether the Planning Director has determined that Developer has complied in good faith with the terms of this Agreement (the “**City Report**”) and post the City Report on the Planning Department’s website. If the Planning Director finds on the basis of substantial evidence that the Developer has not complied in good faith with the terms of this Agreement, then the City may pursue available rights and remedies in accordance with this Agreement and Chapter 56. All costs reasonably incurred by the City in accordance with this Section 8.2 shall be included in the City Costs, subject to the terms of this Agreement.

8.2.3 Effect on Multiple Developers. If Developer is more than one Person (e.g., if a Transfer has occurred following the Reference Date), then the annual review hereunder shall be conducted separately with respect to each Person that is Developer. If Developer of the Infrastructure and Parks and Open Space within a Development Phase is more than one Person, then such Persons shall jointly submit the materials required by this Article 8 and the City review process shall be bundled and proceed as one with respect to such Persons. Notwithstanding the foregoing, the Planning Commission, the Planning Director and the Board of Supervisors shall each make its determinations and take its actions separately with respect to each Developer

pursuant to Chapter 56. If the Planning Commission, the Planning Director or the Board of Supervisors terminates or modifies this Agreement or takes such other actions as may be specified in Chapter 56 or this Agreement in connection with a determination that any Person that is Developer has not complied with the terms and conditions of this Agreement, such action shall be effective only as to such Person. In other words, even when the review process is bundled for more than one Person that is Developer as provided above, any action in connection with a determination of noncompliance or Default shall be made only against the noncompliant or Defaulting Party.

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

ARTICLE 9 ENFORCEMENT OF AGREEMENT; DEFAULT; REMEDIES

Section 9.1 Enforcement; Third Party Beneficiaries. As of the Reference Date, the only Parties to this Agreement are the City and the original Developer named in the preamble. Except as expressly set forth in this Agreement (for successors, Transferees and Mortgagees), this Agreement is not intended, and shall not be construed, to benefit or be enforceable by any Person whatsoever other than Developer and the City, and there are otherwise no third-party beneficiaries to this Agreement.

Section 9.2 Meet and Confer Process; Non-Binding Mediation. Before sending a notice of default in accordance with Section 9.3, a Party shall first attempt to meet and confer with the other Party to discuss such other Party's alleged failure to perform or fulfill its obligations under this Agreement and shall permit such other Party a reasonable period, but not less than ten (10) Business Days, to respond to or cure such alleged failure. If the Parties cannot resolve the issue in ten (10) Business Days, or such longer period as may be agreed to by the Parties, then the Parties shall mutually select a mediator at JAMS in the City for nonbinding mediation for a period of not less than thirty (30) days. The meet and confer and non-binding mediation process shall not be required (i) for any failure to pay amounts due and owing under this Agreement or (ii) if a delay in sending a notice pursuant to Section 9.3 would impair, prejudice or otherwise adversely affect a Party or its rights under this Agreement. The Party asserting such failure shall request that such meeting and conference occur within three (3) Business Days following the request and if, despite the good faith efforts of the requesting Party, such meeting has not occurred within seven (7) Business Days of such request, then the requesting Party shall be deemed to have satisfied the requirements of this Section 9.2 and may proceed in accordance with the issuance of a notice of default in accordance with Section 9.3.

Section 9.3 Default. The following shall constitute a “**Default**” under this Agreement: (i) the failure to make any payment hereunder when due and such failure continues for more than sixty (60) days following delivery of notice that such payment was not made when due and demand for compliance; and (ii) the failure to perform or fulfill any other material term, provision, obligation or covenant of this Agreement when required and such failure continues for more than sixty (60) days following notice of such failure and demand for compliance. Notwithstanding the foregoing, if a failure can be cured but the cure cannot reasonably be completed within sixty (60)

days, then it shall not be considered a Default if a cure is commenced within such sixty (60) day period and diligently prosecuted to completion thereafter. Any such notice given by a Party shall specify the nature of the alleged failure and, where appropriate, the manner in which such failure satisfactorily may be cured. If before the end of the applicable cure period the failure that was the subject of such notice has been cured to the reasonable satisfaction of the Party that delivered such notice, such Party shall issue a written acknowledgement to the other Party of the cure of such failure. Notwithstanding any other provision in this Agreement to the contrary, if Developer is more than one Person (e.g., if a Transfer has occurred following the Reference Date), then (i) there shall be no cross-default between such Persons and (ii) the City shall only be deemed to have delivered notice of failure under this Section 9.3 if the City delivers such notice in accordance herewith to the Developer that the City alleges has committed such failure. Accordingly, if any Person that is Developer is a Defaulting Party, no other Person that is Developer shall automatically also be a Defaulting Party.

Section 9.4 Remedies.

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

9.4.2 Termination. Subject to the limitation set forth in Section 9.4.4, in the event of a Default, the non-Defaulting Party may elect to terminate this Agreement by sending a notice of termination to the Defaulting Party, which notice of termination shall describe in reasonable detail the Default. Any such termination shall be effective upon the date set forth in the notice of termination, which shall in no event be earlier than ninety (90) days following delivery of the notice. Any termination initiated by the City shall require a public hearing at the Board of Supervisors regarding such Default and proposed termination and approval thereof by the Board of Supervisors prior to the effectiveness of such termination. There are limitations on cross-defaults under this Agreement, and therefore if Developer is more than one Person (e.g., if a Transfer has occurred following the Reference Date), then any termination of this Agreement for Default will be limited to the Person that is Developer that sent or received the termination notice, together with its Affiliates (excluding any Affiliate that is Developer of a Vertical Improvement); provided, the foregoing will not limit the City's right to withhold certificates of occupancy in accordance with Section 9.4.5. The Party receiving the notice of termination may take legal action available at law or in equity if it believes the other Party's decision to terminate was not legally supportable.

9.4.3 Limited Damages. The Parties have determined that except as set forth in this Section 9.4.3, (i) monetary damages are generally inappropriate, (ii) it would be extremely difficult and impractical to fix or determine the actual damages suffered by a Party as a result of a Default hereunder and (iii) equitable remedies and remedies at law, not including damages but including specific performance and termination, are particularly appropriate remedies for enforcement of this Agreement. Consequently, Developer agrees that the City shall not be liable to Developer for damages under this Agreement, and the City agrees that Developer shall not be liable to the City for damages under this Agreement, and each covenants not to sue the other for or claim any damages under this Agreement and expressly waives its right to recover damages

under this Agreement, except as follows: (a) each Party shall have the right to recover actual damages only (and not consequential, punitive, or special damages, each of which is hereby expressly waived) for the other Party's Default for failure to pay sums to such Party as and when due under this Agreement, but subject to any express conditions for such payment set forth in this Agreement, (b) to the extent a court of competent jurisdiction determines that specific performance is not an available remedy with respect to an unperformed Associated Community Benefit that constitutes a Default, the City shall have the right to monetary damages equal to the costs that the City incurs or will incur to complete the Associated Community Benefit as determined by such court less any amounts available for collection by the City from security held by the City, (c) each Party shall have the right to recover reasonable attorneys' fees and costs as set forth in Section 9.6 and (d) the City shall have the right to recover administrative penalties or liquidated damages if and only to the extent expressly stated in an Exhibit to this Agreement or in the applicable portion of the Municipal Code incorporated into this Agreement. For purposes of the foregoing, (y) the City shall seek monetary damages only from the Defaulting Party and not from any other Developer or Mortgagee and (z) "**actual damages**" means the actual amount due and owing under this Agreement, with interest as provided by Law, together with such judgment collection activities as may be ordered by the judgment, and no additional amounts.

9.4.4 Certain Exclusive Remedies. The exclusive remedy:

(a) for a Default for the failure to Complete Public Improvements for which Construction has Commenced shall be (i) first, an action on Adequate Security to the extent still available, and (ii) thereafter, if the applicable City Agency is unable to recover upon the Adequate Security within a reasonable time (including by causing the obligor under any the Adequate Security to Commence Construction and Complete such Public Improvement), the remedies set forth in Sections 9.4.2 and 9.4.3. The City shall release any unused portion of the Adequate Security following the City's termination under Section 9.4.2; and

(b) for a Default for the failure to pay money shall be a judgment (in mediation or a competent court) to pay such money (with interest as provided by Law), together with such costs of collection as are awarded by the judge or mediator.

9.4.5 Remedy for Failure to Pay and for Failure to Complete Associated Community Benefits. The City shall not be required to process any requests for approval from Developer or take other actions with respect to Developer under this Agreement during any period in which Developer is in Default for failure to pay amounts due to the City hereunder; provided, however, if Developer has conveyed or transferred some but not all of the Project or a party takes title to Foreclosed Property constituting only a portion of the Project, and, therefore, there is more than one party that assumes obligations of "Developer" under this Agreement, then the City shall continue to process requests and take other actions as to the other portions of the Project so long as the applicable Developer as to those portions is not in Default for failure to pay amounts due to the City hereunder. The City shall have the right to withhold a certificate of occupancy: (a) from Developer of a Building if such Developer is in Default of its obligation to complete any Associated Community Benefits that are tied to such Building, (b) from Developer of any Building where such Developer is an Affiliate of any Developer of any Development Phase if such Developer is in Default of the requirements of the Housing Plan, or (c) from Developer of any

Building where such Developer is an Affiliate of any Developer of a Development Phase in which the applicable Developer is in Default of its obligation to complete any Public Improvements or Privately-Owned Community Improvements tied to such Development Phase and/or a Building in such Development Phase. In addition, the City shall have the right to withhold any building or site permits or Certificates of Occupancy for Buildings from the Person that is Developer of a Development Phase (i.e., the “horizontal developer” of such Development Phase) and from its Affiliates that are Developer of any other Development Phase (i.e., the “horizontal developer” of any other Development Phase) if the applicable Developer is in Default of the requirements of the Housing Plan or the applicable Developer is in Default of its obligation to complete any Public Improvements or Privately-Owned Community Improvements tied to any such Development Phase and/or a Building in any such Development Phase. Any such withheld certificate of occupancy or other Later Approval may be withheld only until the obligation has been satisfied or the City, in its sole discretion, determines that any applicable Developer would make significant and sufficient progress toward compliance with the applicable requirement following issuance of such certificate of occupancy or other Later Approval. Nothing herein shall limit the ability of the City to withhold a certificate of occupancy from any Building in accordance with the Applicable Standards for failure of such Building to have access or utility service required to issue such certificate of occupancy in accordance with the Applicable Standards. Each Developer acknowledges and agrees that the City and the City Parties shall have no liability for any Losses sustained by such Developer resulting from any other Developer’s failure to Complete all or any portion of the Associated Community Benefits and that any such failure may adversely impact such Developer. Nothing in the foregoing limits the City’s rights and remedies under this Agreement for Default if Developer fails to initiate a cure and diligently prosecute such cure to completion.

Section 9.5 Time Limits; Waiver; Remedies Cumulative. Failure by a Party to insist upon the strict or timely performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party’s right to demand strict compliance by such other Party in the future. No waiver by a Party of any condition or failure of performance, including a default, shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such failure. No express written waiver shall affect any other condition, action, or inaction or cover any other period of time other than any condition, action, or inaction and/or period of time specified in such express waiver. One or more written waivers under any provision of this Agreement shall not be deemed to be a waiver of any subsequent condition, action, or inaction or any other term or provision contained in this Agreement. Nothing in this Agreement shall limit or waive any other right or remedy available to a Party to seek injunctive relief or other expedited judicial and/or administrative relief permitted hereunder to prevent irreparable harm.

Section 9.6 Attorneys’ Fees. Should legal action be brought by Developer or the City against the other for a Default under this Agreement or to enforce any provision herein, the prevailing Party in such action shall be entitled to recover its reasonable attorneys’ fees and costs from the non-prevailing Party. For purposes of this Agreement, “**reasonable attorneys’ fees and costs**” means the reasonable fees and expenses of counsel to the applicable Party, which may include printing, duplicating and other expenses, air freight charges, hiring of experts and consultants and fees billed for law clerks, paralegals, librarians and others not admitted to the bar

but performing services under the supervision of an attorney, and shall include all such reasonable fees and expenses incurred with respect to appeals, mediation, arbitrations and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees and costs were incurred. For the purposes of this Section 9.6, the reasonable fees of attorneys of the City Attorney's Office shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's Office's services were rendered who practice in the City in law firms with approximately the same number of attorneys as employed by the City Attorney's Office.

ARTICLE 10

FINANCING; RIGHTS OF MORTGAGEES

Section 10.1 Developer's Right to Mortgage. Nothing in this Agreement limits the right of Developer (or any other applicable Person) to grant a Mortgage or otherwise encumber all or any portion of the Project or the Project Site for the benefit of any Mortgagee.

Section 10.2 Mortgagee Not Obligated to Construct. Notwithstanding any of the provisions of this Agreement (except as set forth in this Section 10.2 and Section 10.5), a Mortgagee, including any Mortgagee who obtains title to the Project Site or any part thereof as a result of foreclosure proceedings or conveyance or other action in lieu thereof or other remedial action (such property, the "**Foreclosed Property**"), including (i) any other Person who obtains title to the Foreclosed Property from or through such Mortgagee and (ii) any other purchaser of the Foreclosed Property at foreclosure sale, shall in no way be obligated by the provisions of this Agreement to Commence Construction of or Complete the Project or any portion thereof or to provide any form of guarantee for such Commencement of Construction or Completion. Nothing in this Section 10.2 or any other Section or provision of this Agreement shall be deemed or construed to permit or authorize any Mortgagee or any other Person to devote the Project Site or any part thereof to any uses other than uses consistent with this Agreement and the Approvals, and nothing in this Section 10.2 shall be deemed to give any Mortgagee or any other Person the right to construct any improvements under this Agreement unless and until such Person assumes in writing Developer's rights and obligations under this Agreement.

Section 10.3 Copy of Notice of Default and Notice of Failure to Cure to Mortgagee. Whenever the City shall deliver any notice or demand to Developer with respect to any breach or default by Developer in its obligations under this Agreement, the City shall at the same time forward a copy of such notice or demand to each Mortgagee having a Mortgage on any portion of the Project Site owned by Developer and/or applicable to such notice or demand who has previously made a written request to the City therefor, at the last address of such Mortgagee specified by such Mortgagee in such notice. In addition, if such breach or default remains uncured for the period permitted with respect thereto under this Agreement, the City shall deliver a notice of such failure to cure such breach or default to each such Mortgagee at such applicable address. A delay or failure by the City to provide such notice or demand required by this Section 10.3 shall extend, for the number of days until notice is given, the time allowed to the Mortgagee for cure. In accordance with Section 2924b of the California Civil Code, the City requests that a copy of any notice of default and a copy of any notice of sale under any Mortgage be mailed to the City at its address for notices under this Agreement. Any Mortgagee relying on the protections set forth in this Article 10 shall send to the City a copy of any notice of default and notice of sale. A

Mortgagee may Transfer all or any part of its interest in any Mortgage without the consent of or notice to the City; provided, however, that the City shall have no obligations under this Agreement to a Mortgagee unless the City is notified of such Mortgagee.

Section 10.4 Mortgagee's Option to Cure Defaults. Before or after receiving any notice of failure to cure referred to in Section 10.3, each Mortgagee shall have the right, at its option, to commence within the same period as the Developer to remedy or cause to be remedied any default, plus an additional period of: (i) ninety (90) days to cure a monetary default; and (ii) one hundred eighty (180) days to commence to cure a non-monetary default that is susceptible of cure by the Mortgagee without obtaining title to the applicable property provided that it thereafter diligently pursues such cure to completion. If a default is not cured within the applicable cure period, the City nonetheless shall refrain from exercising any of its remedies with respect to such default if, within the Mortgagee's applicable cure period: (a) the Mortgagee notifies the City that it intends to proceed with due diligence to foreclose the Mortgage or otherwise obtain title to the subject property; (b) the Mortgagee commences foreclosure proceedings within sixty (60) days after giving such notice, and thereafter diligently pursues such foreclosure to completion; and (c) after obtaining title, the Mortgagee diligently proceeds to cure those events of default(y) that are required to be cured by the Mortgagee and are susceptible of cure by the Mortgagee, and (z) of which the Mortgagee has been given notice by the City prior to such foreclosure. Notwithstanding the foregoing, no Mortgagee shall be required to cure any default that is personal to Developer (for example, failure to submit required information in its possession), and the completion of a foreclosure and acquisition of title to the applicable property by Mortgagee shall be deemed to cure such default. Any such Mortgagee or transferee of a Mortgagee who properly completes the improvements relating to the Project or the Project Site or applicable part thereof shall be entitled, upon written request made to the City, to confirmation by the City in writing that such improvements have been Completed in accordance herewith.

Section 10.5 Mortgagee's Obligations with Respect to the Project Site. Notwithstanding anything to the contrary in this Agreement, no Mortgagee shall have any obligations or other liabilities under this Agreement unless and until it acquires title to any Foreclosed Property and assumes in writing Developer's rights and obligations under this Agreement with respect to the Foreclosed Property. A Mortgagee that, by foreclosure under a Mortgage, acquires title to any Foreclosed Property and assumes in writing Developer's rights and obligations under this Agreement shall take title subject to all of the terms and conditions of this Agreement, to the extent applicable to the Foreclosed Property, including any claims for payment or performance of obligations that are due as a condition to enjoying the benefits of this Agreement and shall have all of the rights and obligations of Developer under this Agreement as to the applicable Foreclosed Property, including completion of the Associated Community Benefits tied to the Foreclosed Property. Upon the occurrence and continuation of a Default by a Mortgagee or transferee of a Mortgagee in the performance of any of the obligations to be performed by such Mortgagee or transferee pursuant to this Agreement, the City shall be afforded all its remedies for such Default as provided in this Agreement.

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

Developer's rights or obligations under this Agreement or constitute a default under this Agreement.

Section 10.7 Cooperation. The City shall cooperate reasonably with Developer in confirming or verifying the rights and obligations of any Mortgagee or potential Mortgagee hereunder.

Section 10.8 Multiple Mortgages. If at any time there is more than one Mortgage constituting a lien on a single portion of the Project or the Project Site or any interest therein, the lien with respect to such portion or interest of the Mortgagee prior in time to all others on that portion or interest shall be vested with the rights under this Article 10 to the exclusion of the holder of any other Mortgage with respect to such portion or interest; provided, however, that if the holder of a senior Mortgage fails to exercise the rights set forth in this Article 10, each holder of a junior Mortgage shall succeed to the rights set forth in this Article 10 only if the holders of all Mortgages senior to it have failed to exercise the rights set forth in this Article 10 and holders of junior Mortgages have provided written notice to the City under Section 10.3. No failure by the senior Mortgagee to exercise its rights under this Article 10 and no delay in the response of any Mortgagee to any notice by the City shall extend any cure period or Developer's or any Mortgagee's rights under this Article 10. For purposes of this Section 10.8, in the absence of an order of a court of competent jurisdiction that is served on the City, a title report prepared by a reputable title company licensed to do business in the State and having an office in the City, setting forth the order of priorities of the liens of Mortgages on real property may be relied upon by the City as conclusive evidence of priority.

Section 10.9 Cured Defaults. Upon the curing of any default by any Mortgagee within the time provided in this Article 10 the City's right to pursue any remedies with respect to such default shall terminate.

ARTICLE 11

AMENDMENT; TERMINATION; EXTENSION OF TERM

Section 11.1 Amendment. This Agreement may only be amended with the mutual written consent of the City and Developer (for the avoidance of doubt, if Developer is more than one Person (e.g., if a Transfer has occurred following the Reference Date), the City and any individual Person that is Developer may amend this Agreement to the extent applicable to such Developer and such Developer's Developer Property without binding any other Developer or other Developer's Developer Property); provided that any amendment to this Agreement consented to by the Person that is Developer of a Building on a Development Parcel must also be consented to by the Person that is Developer of the Development Phase that includes such Development Parcel (i.e., the "horizontal developer" of such Development Phase). Any amendment to this Agreement that does not constitute a Material Change may be agreed to by the Planning Director on behalf of the City (and, to the extent it affects any rights or obligations of a City Agency, after consultation with such City Agency). Any amendment that is a Material Change will require the approval of the Planning Director, the Planning Commission, and the Board of Supervisors (and, to the extent it affects any rights or obligations of a City Agency, after consultation with such City Agency). The determination of whether a proposed change constitutes a Material Change shall be made, on

the City's behalf, by the Planning Director following consultation with the City Attorney and any affected City Agency.

Section 11.2 Termination on Mutual Consent Other than upon the expiration of the Term and except as provided in Sections 3.16, 5.9.4, 5.13.2, 6.2, 7.3, 9.4.2, and 0, this Agreement may only be terminated as to an individual Developer and the City with the mutual written consent of such Developer and the City; provided, however, that any such termination of this Agreement by (i) the Person that is Developer of a Development Phase (i.e., the "horizontal developer" of such Development Phase) shall also require the written consent of any Person that is Developer of a Building in that Development Phase and (ii) the Person that is Developer of a Building in a Development Phase shall also require the written consent of the Person that is Developer of such Development Phase (i.e., the "horizontal developer" of such Development Phase).

Section 11.3 Early Termination Rights. Developer shall, upon thirty (30) days' prior notice to the City, have the right, in its sole and absolute discretion, to terminate this Agreement in its entirety at any time prior to the date Developer Commences Construction on any portion of the Project Site.

Section 11.4 Termination and Vesting. Any termination under this Agreement shall concurrently effect a termination of the Approvals with respect to the terminated portion of the Project Site, except as to any Approval pertaining to any Infrastructure, Parks and Open Space, or Vertical Improvement that has Commenced Construction in reliance thereon. In the event of any termination of this Agreement by Developer resulting from a Default by the City and except to the extent prevented by such City Default, Developer's obligation to complete the Associated Community Benefits that are tied to a Building that has Commenced Construction shall continue (and all relevant and applicable provisions of this Agreement with respect to such obligation shall be deemed to be in effect as such provisions are reasonably necessary in the construction, interpretation, or enforcement of this Agreement as to any such surviving obligations). The City's and Developer's respective rights and obligations under this 0 shall survive the termination of this Agreement.

Section 11.5 Amendment Exemptions. No issuance of a Later Approval or change to the Project that is permitted under the Plan Documents or any Approval shall by itself require an amendment to this Agreement. Upon issuance of any Later Approval or upon the making of any such change, such Later Approval or change shall be deemed to be incorporated automatically into the Project and vested under this Agreement (subject to any conditions set forth in such Later Approval or change). Notwithstanding the foregoing, if there is any direct conflict between the terms of this Agreement, on the one hand, and a Later Approval, on the other hand, then the Parties shall concurrently amend this Agreement (subject to all necessary approvals in accordance with this Agreement) in order to ensure the terms of this Agreement are consistent with such Later Approval. The Planning Department and each affected City Agency shall have the right to approve on behalf of the City changes and updates to the Project, including the Plan Documents, and to the Project SUD, in each keeping with the Planning Department's and the affected City Agency's customary practices, and any such changes and updates shall not be deemed to conflict with or require an amendment to this Agreement or the Approvals so long as they do not constitute a Material Change (and, for the avoidance of doubt, are approved by Developer to the extent required hereunder). Any such change or update to the Plan Documents shall be maintained on file with

the Planning Department. If the Parties fail to amend this Agreement as set forth above when required (*i.e.*, when there is a Material Change), then the terms of this Agreement shall prevail over any Later Approval that conflicts with this Agreement until so amended.

Section 11.6 Extension Due to Legal Action or Referendum. If any litigation is filed challenging this Agreement or an Approval having the direct or indirect effect of delaying this Agreement or any Approval (including to any CEQA determinations or any Later Approvals), including any challenge to the validity of this Agreement or any of its provisions, or if this Agreement or an Approval is suspended pending the outcome of an electoral vote on a referendum, then the Term and all Approvals shall be extended for the number of days equal to the period starting from the commencement of the litigation or the suspension (or as to Approvals, the date of the initial grant of such Approval) to the end of such litigation or suspension (a “**Litigation Extension**”). The Parties shall document the start and end of a Litigation Extension in writing within thirty (30) days from the applicable dates.

Section 11.7 PG&E Sub-Area. The Parties acknowledge and agree that (i) the PG&E Sub-Area and the portion of the Project Site commonly known as Block 5 (collectively, the “**PG&E Affected Area**”) are not feasible to develop until PG&E determines its long-term needs and obtains all required approvals therefor, (ii) the Parties are not able to control the timeline for PG&E’s decision-making process or the receipt of the required approvals therefor and (iii) PG&E may, in its sole discretion, make development of some or all the PG&E Affected Area impossible. The foregoing facts may have the direct or indirect effect of delaying the portion of the Project proposed for the PG&E Affected Area. In light of the foregoing, the Term and all Approvals with respect to each portion of the PG&E Affected Area shall be extended for the lesser of five (5) years and the number of days between the Reference Date and the date PG&E has vacated the PG&E Sub-Area and such portion of the PG&E Affected Area is otherwise available for development hereunder (and, with respect to the PG&E Sub-Area, the PG&E Sub-Area becomes subject to this Agreement pursuant to Section 3.13).

ARTICLE 12

TRANSFER OR ASSIGNMENT; RELEASE; CONSTRUCTIVE NOTICE

Section 12.1 Permitted Transfer of this Agreement. At any time and from time to time, Developer shall have the right to convey, assign or transfer (each, a “**Transfer**”) all or any portion of its right, title and interest in and to all or part of the Project Site (the “**Transferred Property**”) to any Person (each, a “**Transferee**”) without the City’s consent, provided (i) that it contemporaneously transfers to the Transferee all of its right, title and interest under this Agreement with respect to the Transferred Property (excepting therefrom any rights or obligations retained by the transferor as set forth in the Assignment and Assumption Agreement (e.g., matters that may be assigned to the Management Association, as contemplated below)) and (ii) there shall not be more than one Person that is Developer of the Public Improvements in a Development Phase without the approval of the City (excluding the Transferable Infrastructure intended for completion with Vertical Improvements). Nothing herein or in any Approval shall limit the rights of Developer to transfer to the Transferee any or all of its right, title and interest under the Approvals to the extent related to the Transferred Property. Furthermore, any rights or obligations of Developer hereunder following Completion of the Project or any portion thereof (such as responsibility for operation and maintenance of any Parks and Open Space, responsibility for

transportation demand management obligations, etc.) may be Transferred to a residential, commercial, or other management association (each, a “**Management Association**”) with the authority to levy fees or otherwise generate sufficient revenue to perform such obligations, and no such Transfer shall require the transfer of land or any other real property interests to the Management Association. The City may require, in its reasonable discretion, that any sub-Management Association be a member of the master-Management Association, to the extent permitted by the Applicable Standards. A Transferee shall be deemed “Developer” under this Agreement to the extent of the rights, interests and obligations assigned to and assumed by such Transferee under the applicable Assignment and Assumption Agreement. Notwithstanding the foregoing, pursuant to the Housing Plan, Developer only shall have the right to transfer the affordable housing obligations under Section VII of the Affordable Housing Plan subject to the prior written consent of the City, which consent will not be unreasonably withheld, conditioned or delayed. In determining the reasonableness of any consent or failure to consent, the City shall consider whether the proposed transferee has sufficient development experience and creditworthiness to perform the obligations to be transferred. Accordingly, the City may request information and documentation from the transferee to complete such determination.

Section 12.2 Multiple Developers. Notwithstanding anything to the contrary in this Agreement, if Developer is more than one Person (e.g., if a Transfer has occurred following the Reference Date), then the obligation to perform and complete the Associated Community Benefits tied to a Development Phase and/or Building shall be either (i) the sole responsibility of the applicable Transferee (i.e., the Person that is the Developer for the Development Phase and/or Building) or (ii) the sole responsibility of its predecessor (e.g., a Person that was Developer as set forth in a Development Phase Approval and subsequently Transferred the Development Phase and/or applicable Development Parcel to such Transferee). For the avoidance of doubt, each Developer must, on its own, satisfy the requirements of the Workforce Agreement as applied to its portion of the Project. Each Person that is a Developer must coordinate with one another on the housing data tables and maps as set forth in the Housing Plan. Nothing herein shall entitle any Person that is Developer to enforce this Agreement against any other Person that is Developer.

Section 12.3 Notice of Transfer. Developer shall provide not less than ten (10) Business Days’ notice to the City before any anticipated Transfer of its interests, rights and obligations under this Agreement, together with the anticipated final assignment and assumption agreement for that Transfer (the “**Assignment and Assumption Agreement**”). The Assignment and Assumption Agreement shall be in recordable form, in substantially the form attached as Exhibit X (including the indemnifications, the agreement and covenant not to challenge the enforceability of this Agreement and not to sue the City for disputes between Developer and any Transferee). Without limiting Developer’s rights to its rights of Transfer as set forth herein without the City’s consent, the final Assignment and Assumption Agreement for a Transfer shall be subject to the review of the Planning Director to confirm that such Assignment and Assumption Agreement meets the requirements of this Agreement (including that all applicable Associated Community Benefits have been assigned to the Transferee or retained by the transferor) and, if there are any material changes to the form attached as Exhibit X, that the Planning Director approves such changes. The Planning Director shall grant (through execution of the provided Assignment and Assumption Agreement in the space provided therefor and delivery of same to the Developer that provided same) or withhold confirmation (or approval of any such material changes) within ten (10) Business Days after the Planning Director’s receipt of the Assignment and Assumption

Agreement. Failure to grant or withhold such confirmation (or approval) in accordance with the foregoing within such period shall be deemed confirmation (or approval), provided that Developer shall have first provided notice of such failure and a three (3) Business Day opportunity to cure and such notice shall prominently indicate that failure to act shall be deemed to be confirmation (or approval).

Section 12.4 Release of Liability. Upon execution and delivery of any Assignment and Assumption Agreement (following the City's confirmation (or approval) or deemed confirmation (or approval) pursuant to Section 12.3), the assignor thereunder shall be automatically released from any liability or obligation under this Agreement to the extent Transferred under the applicable Assignment and Assumption Agreement.

Section 12.5 Responsibility for Performance. The City is entitled to enforce each and every obligation assumed by each Transferee pursuant to the applicable Assignment and Assumption Agreement directly against such Transferee as if the Transferee were an original signatory to this Agreement with respect to such obligation. Accordingly, in any action by the City against a Transferee to enforce an obligation assumed by the Transferee, the Transferee shall not assert as a defense against the City's enforcement of performance of such obligation that such obligation (i) is attributable to another Developer's breach of any duty or obligation to the Transferee arising out of the Transfer or the Assignment and Assumption Agreement or any other agreement or transaction between such other Developer and the Transferee, including any obligation retained by a transferring Developer to complete affordable housing or parks within the applicable Development Phase, or (ii) relates to the period before the Transfer. The foregoing notwithstanding, the Parties acknowledge and agree that a failure to complete a Mitigation Measure, affordable housing, or certain Parks and Open Spaces may, if not completed, delay or prevent a different party's ability to start or complete a specific Building or improvement under this Agreement if and to the extent the completion of the Mitigation Measure, the affordable housing, or the completion of the Parks and Open Spaces is a condition to the other party's right to proceed, as specifically described in the Mitigation Measure, the Housing Plan and the Phasing Plan, and each Person that is Developer hereunder assumes this risk.

Section 12.6 Constructive Notice. Every Person that now or hereafter owns or acquires any right, title or interest in or to any portion of the Project Site is, and shall be, constructively deemed to have consented to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such Person acquires an interest in the Project Site. Every Person that now or hereafter owns or acquires any right, title, or interest in or to any portion of the Project Site and undertakes any development activities at the Project Site, is, and shall be, constructively deemed to have consented to, and is obligated by all of, the terms and conditions of this Agreement (as such terms and conditions apply to the Project Site or applicable portion thereof), whether or not any reference to this Agreement is contained in the instrument by which such Person acquires an interest in the Project Site.

Section 12.7 Rights of Developer. The provisions in this Article 12 shall not be deemed to prohibit or otherwise restrict Developer from (i) granting easements, leases, subleases, licenses or permits to facilitate the development, operation and use of the Project Site in whole or in part, (ii) encumbering the Project Site or any portion of the improvements thereon by any Mortgage, (iii) granting an occupancy leasehold interest in portions of the Project Site, (iv) entering into a

joint venture agreement or similar partnership agreement to fulfill its obligations under this Agreement, (v) selling or transferring all or a portion of any interest in the Project Site pursuant to a foreclosure, the exercise of a power of sale, conveyance in lieu of foreclosure or other remedial action in connection with a Mortgage, or (vi) selling a residential unit in the Project to a member of the homebuying public, and no such action shall constitute a Transfer hereunder or require an Assignment and Assumption Agreement or any consent of the City and the transferee, beneficiary or other applicable Person under any such instrument shall not be deemed a successor to Developer or a Transferee (but, for the avoidance of doubt, will be subject to the CC&Rs and the affordability and other restrictions contained in documents recorded against the unit as provided therein, to the extent applicable).

ARTICLE 13 REPRESENTATIONS AND WARRANTIES

Section 13.1 Developer Representations and Warranties. Developer makes the following representations and warranties to the City as of the Reference Date:

13.1.1 Interest of Developer; Due Organization and Standing. Developer is the fee owner of the Developer Property. Developer is a Delaware limited liability company, duly organized and validly existing and in good standing under the Laws of the State of Delaware. Developer has all requisite power to own the Developer Property and authority to conduct its business as presently conducted. There is no Mortgage, existing lien or encumbrance recorded against the Developer Property that, upon foreclosure or the exercise of remedies, would permit the beneficiary of the Mortgage, lien or encumbrance to eliminate or wipe out the obligations set forth in this Agreement that run with the Developer Property.

13.1.2 No Inability to Perform; Valid Execution. Developer is not a party to any other agreement that could reasonably be expected to conflict with Developer's obligations under this Agreement, and Developer has no knowledge of any inability to perform its obligations under this Agreement. The execution and delivery of this Agreement by Developer have been duly and validly authorized by all necessary action. This Agreement is a legal, valid, and binding obligation of Developer, enforceable against Developer in accordance with its terms.

Section 13.2 No Bankruptcy. Developer has neither filed nor is the subject of any filing of a petition under Federal bankruptcy Laws, any Federal or State insolvency Laws or Laws for composition of indebtedness or for the reorganization of debtors, and, to the best of Developer's knowledge, no such filing is threatened in writing.

ARTICLE 14 MISCELLANEOUS PROVISIONS

Section 14.1 Entire Agreement. This Agreement, including the preamble, Recitals and Exhibits, and the agreements between the Parties specifically referenced in this Agreement, constitutes the entire agreement between the Parties with respect to the subject matter contained herein. Prior drafts of this Agreement and changes from those drafts to the executed version of this Agreement shall not be introduced as evidence in any litigation or other dispute resolution proceeding by the Parties or any other Person, and no court or other body shall consider such drafts

or changes in interpreting this Agreement. That certain Memorandum of Understanding between Developer and OEWD, dated as of May 1, 2016, is terminated as of the Effective Date and shall be of no further force and effect.

Section 14.2 Incorporation of Exhibits. Except for the Initial Approvals, which are listed in Exhibit B solely for the convenience of the Parties, each Exhibit to this Agreement is incorporated herein and made a part hereof as if set forth in full. Each reference to an Exhibit in this Agreement shall mean that Exhibit as it may be updated or amended from time to time in accordance with the terms of this Agreement.

Section 14.3 Binding Covenants; Run with the Land. Pursuant to Section 65868 of the Development Agreement Statute, from and after recordation of this Agreement in the Official Records, all of the provisions, agreements, rights, powers, standards, terms, covenants, and obligations contained in this Agreement shall be binding upon the Parties and, subject to the provisions of this Agreement, including Article 12, their respective heirs, successors (by merger, consolidation, or otherwise) and assigns and all Persons acquiring the Project Site, any lot, parcel or any portion thereof, or any interest therein, whether by sale, operation of Law or in any manner whatsoever, and shall inure to the benefit of the Parties and such heirs, successors, assigns and Persons. Subject to the provisions of this Agreement, including Article 12, all provisions of this Agreement shall be enforceable during the Term as equitable servitudes and constitute covenants and benefits running with the land pursuant to Law, including California Civil Code Section 1468.

Section 14.4 Applicable Law and Venue. This Agreement has been executed and delivered in and shall be interpreted, construed, and enforced in accordance with the Laws of the State of California. Venue for any proceeding related to this Agreement shall be solely in courts located in the City. Each Party hereby consents to the jurisdiction of the State or Federal courts located in the City. Each Party hereby expressly waives any and all rights that it may have to make any objections based on jurisdiction or venue to any suit brought to enforce this Agreement in accordance with the foregoing provisions.

Section 14.5 Construction of Agreement. The Parties have mutually negotiated the terms and conditions of this Agreement, and its terms and provisions have been reviewed and revised by legal counsel for both the City and Developer. Accordingly, no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement. Therefore, each Party waives the effect of section 1654 of the California Civil Code, which interprets uncertainties in a contract against the party that drafted the contract. Language in this Agreement shall be construed as a whole and in accordance with its true meaning. Each reference in this Agreement to this Agreement, the other Plan Documents or any of the Approvals shall be deemed to refer to this Agreement, the other Plan Documents or the Approvals as amended from time to time pursuant to the provisions of this Agreement, whether or not the particular reference refers to such possible amendment. In the event of a conflict between the provisions of this Agreement and Chapter 56, the provisions of this Agreement shall govern and control. Wherever in this Agreement the context requires, references to the masculine shall be deemed to include the feminine and the neuter and vice-versa, and references to the singular shall be deemed to include the plural and vice versa. Unless otherwise specified, whenever in this Agreement, including its Exhibits, reference is made to any Recital, Article, Section, Exhibit, Schedule or defined term, the reference shall be deemed to refer to the Recital, Article, Section,

Exhibit, Schedule or defined term of this Agreement. Any reference in this Agreement to a Recital, an Article or a Section includes all subsections and subparagraphs of that Recital, Article or Section. Section and other headings and the names of defined terms in this Agreement are for the purpose of convenience of reference only and are not intended to, nor shall they, modify or be used to interpret the provisions of this Agreement. Except as otherwise explicitly provided herein, the use in this Agreement of the words “including”, “such as” or words of similar import when accompanying any general term, statement or matter shall not be construed to limit such term, statement or matter to such specific terms, statements or matters. In the event of a conflict between the Recitals and the remaining provisions of this Agreement, the remaining provisions shall prevail. Statements and calculations in this Agreement beginning with the words “for example” or words of similar import are included for the convenience of the Parties only, and in the event of a conflict between such statements or calculations and the remaining provisions of this Agreement, the remaining provisions shall prevail. Words such as “herein”, “hereinafter”, “hereof,” “hereby” and “hereunder” and the words of like import refer to this Agreement, unless the context requires otherwise. Unless the context otherwise specifically provides, the term “or” shall not be exclusive and means “or, and, or both”.

Section 14.6 Project Is a Private Undertaking; No Joint Venture or Partnership. The development proposed to be undertaken by Developer on the Project Site is a private development. Without limiting the City’s obligations to Developer hereunder, the City has no interest in, responsibility for or duty to third parties concerning any of the improvements within the Project Site. Developer shall exercise full dominion and control over the Developer Property, subject only to the limitations and obligations of the Parties contained in this Agreement. Nothing contained in this Agreement, or in any document executed in connection with this Agreement, shall be construed as creating a joint venture or partnership between the City and Developer. Neither Party is acting as the agent of the other Party in any respect hereunder. Developer is not a state or governmental actor with respect to any activity conducted by Developer hereunder. If there is more than one Person that comprises any Person that is Developer, the obligations and liabilities under this Agreement imposed on each such Person shall be joint and several (i.e., if more than one Person executes an Assignment and Assumption Agreement as Developer of Transferred Property, then the liability of such Persons shall be joint and several with respect thereto).

Section 14.7 Recordation. Pursuant to the Development Agreement Statute and Chapter 56, the Clerk of the Board of Supervisors shall have a copy of this Agreement and any amendment hereto recorded in the Official Records within ten (10) days after the Effective Date or the effective date of such amendment, as applicable, with recording fees (if any) to be borne by Developer.

Section 14.8 Survival. Following expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect, except for any provision that, by its express terms, survives the expiration or termination of this Agreement. The rights and obligations under the Financing Plan or under any Acquisition Agreement (as defined in the Financing Plan), including Developer’s right to receive reimbursements, are intended to survive the expiration or termination of the Financing Plan or Acquisition Agreement, as applicable.

Section 14.9 Signature in Counterparts. This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

Section 14.10 Notices. Any notice or communication required or authorized by this Agreement (as, for example, where a Party is permitted or required to “notify” the other, but not including communications made in any meet and confer or similar oral communication contemplated hereunder) shall be in writing and may be delivered personally, by registered mail, return receipt requested, or by reputable air or ground courier service. Notice, whether given by personal delivery, registered mail or courier service, shall be deemed to have been given and received upon the actual receipt by any of the addressees designated below as the person to whom notices are to be sent. Any notice delivered by the City to the Person that is Developer of a Building on a Development Parcel, and any notice delivered by such a Developer to the City, shall be contemporaneously delivered to the Person that is Developer of the Development Phase that includes such Development Parcel (i.e., the “horizontal developer” of such Development Phase). Any Party may at any time, upon notice to each other applicable Party, designate any other person or address in substitution of the person or address to which such notice or communication shall be given. Such notices or communications shall, subject to the foregoing, be given to the Parties at their addresses set forth below:

To the City:

San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, California 94102
Attn: John Rahaim, Director of Planning

with a copy to:

Dennis J. Herrera, Esq.
City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102
Attn: Real Estate/Finance, Potrero Power Plant Project

To Developer:

California Barrel Company LLC
c/o Associate Capital
420 23rd Street
San Francisco, California 94107
Attn: Project Director, Potrero Power Plant Project

with a copies. to:

J. Abrams Law, P.C.
One Maritime Plaza, Suite 1900
San Francisco, California 94111
Attn: Jim Abrams, Esq.

and

Paul Hastings LLP
101 California Street, 48th Floor
San Francisco, CA 94111
Attn: David Hamsher, Esq.

Section 14.11 Limitations on Actions. Pursuant to Section 56.19 of the Administrative Code, any decision of the Board of Supervisors made pursuant to Chapter 56 shall be final. Any court action or proceeding to attack, review, set aside, void, or annul any decision by the Board of Supervisors shall be commenced within ninety (90) days after such decision is final and effective. Any court action or proceeding to attack, review, set aside, void or annul any decision by (i) the Planning Director made pursuant to Administrative Code Section 56.15(d)(3) or (ii) the Planning Commission made pursuant to Administrative Code Section 56.17(e) shall be commenced within ninety (90) days after such decision is final and effective.

Section 14.12 Severability. Except as is otherwise specifically provided for in Section 5.7, if any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, except to the extent that enforcement of the remaining provisions of this Agreement would be unreasonable or grossly inequitable under all the circumstances or would frustrate the fundamental purpose of this Agreement.

Section 14.13 MacBride Principles. The City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in Administrative Code Section 12F.1 *et seq.* The City also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Developer acknowledges that it has read and understands the above statement of the City concerning doing business in Northern Ireland.

Section 14.14 Tropical Hardwood and Virgin Redwood. The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code.

Section 14.15 Sunshine. Developer understands and agrees that, except as otherwise provided therein, under the City's Sunshine Ordinance (Administrative Code, Chapter 67) and the California Public Records Act (California Government Code Section 250 *et seq.*), this Agreement and any and all records, information and materials submitted to the City hereunder may be public records subject to public disclosure upon request. Developer may mark or designate as confidential, or otherwise request to be kept confidential, materials that Developer submits to the City that Developer in good faith believes are or contain trade secrets or proprietary information protected from disclosure under the Sunshine Ordinance and other Laws, and the City shall maintain the confidentiality of such materials. When a City official or employee receives a request for any such materials, the City may request further evidence or explanation from Developer. Notwithstanding the foregoing, to the extent that the City determines that the information in such materials does not constitute a trade secret or proprietary or other information protected from

disclosure, the City shall notify Developer of that conclusion and that such information will be released by a specified date in order to provide Developer an opportunity to obtain a court order prohibiting disclosure.

Section 14.16 Conflict of Interest. Through its execution of this Agreement, Developer acknowledges that it is familiar with the provisions of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 *et seq.* and Section 1090 *et seq.* of the California Government Code, and certifies that it does not know of any facts that constitute a violation of such provisions and agrees that it will promptly thereafter notify the City if it becomes aware of any such fact during the Term.

Section 14.17 Notification of Limitations on Contributions. Through its execution of this Agreement, Developer acknowledges that it is familiar with Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any Person that contracts with the City, whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for the contract until three (3) months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves. San Francisco Ethics Commission Regulation 1.126-1 provides that negotiations are commenced when a prospective contractor first communicates with a City officer or employee about the possibility of obtaining a specific contract. This communication may occur in person, by telephone or in writing, and may be initiated by the prospective contractor or a City officer or employee. Negotiations are completed when a contract is finalized and signed by the City and the contractor. Negotiations are terminated when the City and/or the prospective contractor end the negotiation process before a final decision is made to award the contract.

Section 14.18 Non-Liability of City Officials and Others. Notwithstanding anything to the contrary in this Agreement, no individual board member, director, commissioner, officer, employee, official or agent of City or any City Agency shall be personally liable to Developer or its successors and assigns in the event of any default by the City or for any obligation under this Agreement, including any amount that may become due to Developer or its successors and assigns under this Agreement.

Section 14.19 Non-Liability of Developer Officers and Others. Notwithstanding anything to the contrary in this Agreement, no direct or indirect partner, member or shareholder of Developer or of any Affiliate of Developer nor any of its or their respective officers, directors, officials, individual board members, agents or employees (or of their successors or assigns) shall be personally liable to the City or its successors and assigns in the event of any default by Developer or for any obligation under this Agreement, including any amount that may become due to the City or its successors and assigns under this Agreement.

Section 14.20 Time. Time is of the essence with respect to each provision of this Agreement in which time is a factor. References to time shall be to the local time in the City on the applicable day. References in this Agreement to days, months and quarters shall be to calendar days, months and quarters, respectively, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice, meet a deadline or to undertake any other action occurs on a day that is not a Business Day, then the last day for giving the notice, replying to the notice,

meeting the deadline or undertake the action shall be the next succeeding Business Day, or if such requirement is to give notice before a certain date, then the last day shall be the next succeeding Business Day. Where a date for performance is referred to as a month without reference to a specific day in such month, or a year without reference to a specific month in such year, then such date shall be deemed to be the last Business Day in such month or year, as applicable.

Section 14.21 Approvals and Consents. As used herein, the words “approve”, “consent” and words of similar import and any variations thereof refer to the prior written consent of the applicable Party or other Person, including the approval of applications by City Agencies. Whenever any approval or consent is required or permitted to be given by a Party hereunder, it shall not be unreasonably withheld, conditioned or delayed unless the approval or consent is explicitly stated in this Agreement to be within the “sole discretion” (or words of similar import) of such Party. The reasons for failing to grant approval or consent, or for giving a conditional approval or consent, shall be stated in reasonable detail in writing. Approval or consent by a Party to or of any act or request by the other Party shall not be deemed to waive or render unnecessary approval or consent to or of any similar or subsequent acts or requests. Unless otherwise provided in this Agreement, whenever approval, consent or any other action is required by the Planning Commission or the Board of Supervisors, the City shall upon the request of Developer submit such matter to the Planning Commission or the Board of Supervisors, whichever is applicable, at the next regularly-scheduled meeting thereof for which an agenda has not yet been finalized and for which the City can prepare and submit a staff report in keeping with the City’s standard practices. Unless otherwise provided in this Agreement, approvals, consents or other actions of the City shall be given or undertaken, as applicable, by the Planning Director.

Section 14.22 Extensions of Time.

14.22.1 The City or Developer may extend the time for the performance of any term, covenant or condition of this Agreement by a Party owing performance to the extending Party, or permit the curing of any related default, upon such terms and conditions as it determines appropriate.

14.22.2 The Parties may extend the time for performance by any of them of any term, covenant or condition of this Agreement by a written instrument signed by authorized representatives of such Parties without the execution of a formal recorded amendment to this Agreement, and any such written instrument shall have the same force and effect and impart the same notice to third-parties as a formal recorded amendment to this Agreement.

Section 14.23 Effect on Other Party’s Obligation. If Developer’s or the City’s performance is excused or the time for its performance is extended under any extension of time permitted in this Agreement, the performance of the other Party that is conditioned on such excused or extended performance is excused or extended to the same extent.

Section 14.24 Use of Public Improvements Before Acceptance. The Parties acknowledge and agree that Developer shall not be obligated to allow use of any Public Improvements by any Person, including the City or any City Agency, before the acceptance of such Public Improvements by the City. The Developer and the City may elect to use such unaccepted Public Improvements,

subject to a written agreement with the City, which shall not be unreasonably withheld or conditioned.

Section 14.25 Boundary Adjustments. The Parties acknowledge that as development of the Project Site advances, the description of parcels of real property comprising the Project Site may require further refinements, which may require minor boundary adjustments between or among them. The Parties agree to cooperate in effecting any such boundary adjustments required, consistent with this Agreement.

Section 14.26 Correction of Technical Errors. If by reason of inadvertence, and contrary to the intention of Developer and the City, errors are made in this Agreement in the identification or characterization of any title exception, in a legal description or the reference to or within any Exhibit with respect to a legal description, in the boundaries of any parcel (provided such boundary adjustments are relatively minor and do not result in a material change as determined by the City's counsel), in any map or drawing that is an Exhibit, or in the typing of this Agreement or any of its Exhibits, Developer and the City by mutual agreement may correct such error by memorandum executed by both of them and replacing the appropriate pages of this Agreement, and no such memorandum or page replacement shall be deemed an amendment of this Agreement.

Section 14.27 Dogpatch Neighborhood. City and Developer acknowledge that the Project Site is located in the Dogpatch neighborhood. Developer shall acknowledge the Project's association with the Dogpatch neighborhood in its promotional materials for the Project and may name or otherwise refer to the Project as the Dogpatch Power Station Mixed-Use Development Project in any applications for Later Approvals.

Section 14.28 Station A Vibration Monitoring. Prior to any controlled blasting, pile driving, or use of vibratory construction equipment on the Project Site, Developer shall engage a historic architect or qualified historic preservation professional and a qualified acoustical/vibration consultant or structural engineer to undertake a pre-construction survey of Station A to document Station A's condition. Based on the condition of Station A, a structural engineer or other qualified entity shall establish a maximum vibration level that shall not be exceeded during construction of the Project. The qualified consultant shall conduct regular periodic inspections of Station A throughout the duration of vibration-inducing construction when it occurs within 80 feet of the building. Should vibration levels be observed in excess of the established maximum vibration level or should damage to any part of the walls of Station A to be retained by the Project under the Design for Development, construction shall be halted and alternative construction techniques put in practice, to the extent feasible. For example, smaller, lighter equipment might be able to be used or pre-drilled piles could be substituted for driven piles, if soil conditions allow.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY:

CITY AND COUNTY OF SAN
FRANCISCO,
a municipal corporation

By: _____
John Rahaim
Director of Planning

Approved on _____, 2019
Board of Supervisors Ordinance No. _____

Approved:

By: _____
Naomi Kelly, City Administrator

By: _____
Mohammed Nuru, Director of Public
Works

DEVELOPER:

CALIFORNIA BARREL COMPANY LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Approved as to form:

DENNIS J. HERRERA, City Attorney

By: _____
Heidi J. Gewertz, Deputy City
Attorney

FORM OF JOINDER UNDER SECTION 3.13

RECORDING REQUESTED BY

CLERK OF THE BOARD OF SUPERVISORS

OF THE CITY AND COUNTY OF SAN FRANCISCO

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

AND WHEN RECORDED MAIL TO:

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

JOINDER

[•], a [•] (“**Subject Owner**”), is the fee owner of the PG&E Sub-Area [or portion thereof described on Exhibit 1 hereto] (the “**Subject Property**”), and hereby joins in the Development Agreement (as amended and may be further amended from time to time in accordance with the terms thereof, the “**DA**”) to which this joinder is attached and accordingly as of the date of recordation of this joinder is “Developer” under the DA with respect to the Subject Property and the Subject Property constitutes “Developer Property” under the DA with respect to Subject Owner. Subject Owner acknowledges and agrees hereby that it is subject to and bound by the DA with respect to the Subject Property as of the date of recordation of this joinder. Subject Owner shall record this joinder in the Official Records promptly following the execution of this joinder by PG&E. Capitalized terms used but not otherwise defined in this joinder shall have the meanings ascribed to them in the DA.

[Signatures appear on following page]

SUBJECT OWNER:

[•],
a [•]

By: _____

Name: _____

Title: _____

CONSENT TO DEVELOPMENT AGREEMENT

San Francisco Municipal Transportation Agency

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

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, the MMRP and the transportation-related Mitigation Measures and improvement measures, consented to and agreed to be bound by this 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 this Development Agreement, subject to Applicable Laws, including the City Charter.

2. The SFMTA also agrees to the following:

(i) SFMTA will review and approve the SFMTA Infrastructure described in the Infrastructure Plan, subject to Developer satisfying SFMTA’s requirements and the transportation-related Mitigation Measures and improvement measures for design, construction, testing, performance, training, documentation, warranties and guarantees that are consistent with the Applicable Standards;

(ii) Approved Mitigation Measure [add mitigation measures here that require SFMTA approval] which [provide text of measures];

(iii) concurred with all of the transportation-related mitigation measures in the EIR;

(iv) approved the Transportation Plan (Exhibit I), including (A) payment of the Transportation Fee and directed the Director of Transportation to administer and direct the allocation and use of Transportation Fees consistent with Exhibit I; (B) the Developer’s TDM Plan, attached to Exhibit I and found that the TDM Plan meets the requirements of Mitigation Measure M-TR-5; (C) the Developer’s exclusion of the Project from the Residential Parking Permit program eligibility (D) the Developer’s provision and maintenance of an SFMTA Employee Restroom; and the (E) the Developer’s provision and maintenance of an SFMTA bus shelter.

3. The SMTA Board of Directors also authorizes 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 Exhibit and Transportation-related mitigation measures;

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

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

By: _____

Jeffrey Tumlin, Director of Transportation

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

By: _____

Susan Cleveland-Knowles
Deputy City Attorney

CONSENT TO DEVELOPMENT AGREEMENT
San Francisco Public Utilities Commission

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

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

1. The Development Agreement as it relates to matters under SFPUC jurisdiction, including the Infrastructure Plan and the SFPUC-related Mitigation Measures.
2. Subject to Developer satisfying the SFPUC’s requirements for construction, operation and maintenance that are consistent with the Applicable Standards and the plans and specifications approved by the SFPUC in accordance with the terms of the Development Agreement, and meeting the SFPUC-related Mitigation Measures, the SFPUC’s accepting and then, subject to appropriation, operating and maintaining SFPUC-related infrastructure.
3. Delegating to the SFPUC General Manager any Later Approvals of the SFPUC under the Development Agreement.

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

By: _____

Harlan Kelly, General Manager

CONSENT TO DEVELOPMENT AGREEMENT
Port Commission

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

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

1. The Development Agreement as it relates to matters under Port jurisdiction, including the terms of Exhibit Z (City and Port Implementation of Later Approvals) and Exhibit G (Infrastructure Plan) as it relates to any Infrastructure and other Public Improvements planned for land under Port jurisdiction.
2. Developer’s Completion of the Parks and Open Spaces on land under Port jurisdiction as set forth in the Development Agreement.
3. Delegating to the Port Executive Director any Later Approvals of the Port under the Development Agreement, subject to Law, including the City’s Charter, including a Memorandum of Understanding between the Port and relevant City agencies relating to Public Improvements planned for Port land and streets, including utility placement therein, and responsibility for permitting, implementation, acceptance, maintenance and liability for such Public Improvements.

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

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

By: _____

Elaine Forbes, Executive Director

CONSENT TO DEVELOPMENT AGREEMENT
San Francisco Fire Department

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

1. The Development Agreement as it relates to matters under SFFD jurisdiction; and
2. Subject to Developer satisfying Developer’s obligations requirements for construction consistent with the Applicable Standards, the City’s acceptance of Infrastructure Completed by Developer.

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

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

By: _____

Fire Chief

By: _____

Fire Marshall

Exhibit A
Project Site Legal Descriptions

Exhibit A-1
Developer Property Legal Description



ILLINOIS STREET 80' WIDE

PG&E
APN 4175-018

23RD STREET 80' WIDE

PARCEL A
APN 4175-017

PARCEL F
APN 4175-002 (PORTION)

PARCEL G
APN 4175-002 (PORTION)

DEVELOPER PROPERTY
CALIFORNIA BARREL COMPANY LLC
DN 2016-K334613

PARCEL B
APN 4232-006

PARCEL C
APN 4232-001 (PORTION)

PARCEL D
APN 4232-001 (PORTION)

PARCEL E
APN 4232-001 (PORTION)

SAN FRANCISCO BAY

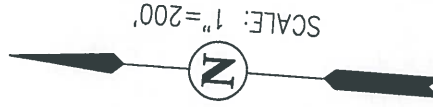


EXHIBIT A-1

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

DEVELOPER PROPERTY
CALIFORNIA BARREL COMPANY LLC, PROPERTY
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

JANUARY 10, 2020

cbg

SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM

CIVIL ENGINEERS • SURVEYORS • PLANNERS

JANUARY 10, 2020
JOB NO.: 2747-000

**EXHIBIT A-1
DEVELOPER PROPERTY DESCRIPTION
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA**

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

BEING ALL OF THAT PROPERTY GRANTED TO CALIFORNIA BARREL COMPANY LLC BY
DEED RECORDED SEPTEMBER 26, 2016, AS DOCUMENT NUMBER 2016-K334613 OF
OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY
OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY BOUNDARY LINE OF 23RD
STREET WITH THE EASTERLY BOUNDARY LINE OF ILLINOIS STREET, AND RUNNING
THENCE ALONG SAID NORTHERLY BOUNDARY LINE OF 23RD STREET

(A) NORTH 86° 49' 44" EAST 543.85 FEET TO THE TRUE POINT OF BEGINNING,

THENCE LEAVING SAID NORTHERLY BOUNDARY LINE OF 23RD STREET

- (1) NORTH 3° 10' 16" WEST 161.58 FEET, THENCE
- (2) SOUTH 86° 49' 44" WEST 106.84 FEET, THENCE
- (3) NORTH 3° 10' 16" WEST 34.68 FEET, THENCE
- (4) SOUTH 86° 49' 44" WEST 158.55 FEET, THENCE
- (5) NORTH 3° 10' 16" WEST 89.59 FEET, THENCE
- (6) SOUTH 86° 49' 44" WEST 15.75 FEET, THENCE
- (7) NORTH 3° 41' 19" WEST 148.65 FEET, THENCE
- (8) NORTH 87° 24' 17" EAST 76.76 FEET, THENCE
- (9) NORTH 3° 10' 16" WEST 121.47 FEET, THENCE
- (10) NORTH 86° 49' 44" EAST 35.24 FEET, THENCE
- (11) SOUTH 71° 40' 08" EAST 47.67 FEET, THENCE
- (12) NORTH 70° 10' 11" EAST 76.13 FEET, THENCE
- (13) NORTH 82° 22' 09" EAST 52.89 FEET, THENCE
- (14) NORTH 3° 10' 16" WEST 148.53 FEET, THENCE
- (15) NORTH 86° 49' 44" EAST 1056.62 FEET

TO A POINT IN THE WESTERLY BOUNDARY LINE OF FORMER WATERFRONT STREET,
THENCE RUNNING ALONG SAID WESTERLY BOUNDARY LINE OF FORMER WATERFRONT
STREET

- (16) SOUTH 3° 10' 16" EAST 279.00 FEET

TO A POINT IN THE CENTERLINE OF FORMER HUMBOLDT STREET, AS SAID STREET
EXISTED PRIOR TO THE VACATION THEREOF PER ORDINANCE NO. 116-67, DATED
MAY 1, 1967, BY THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN
FRANCISCO, A MUNICIPAL CORPORATION, THENCE LEAVING SAID WESTERLY

PROPERTY DESCRIPTION

PAGE 2 OF 6

JANUARY 10, 2020
JOB NO.: 2747-000

BOUNDARY LINE OF FORMER WATERFRONT STREET AND RUNNING ALONG SAID
CENTERLINE OF FORMER HUMBOLDT STREET

(17) SOUTH 86° 49' 44" WEST 840.00 FEET

TO A POINT IN THE WESTERLY BOUNDARY LINE OF FORMER LOUISIANA STREET,
AS SAID STREET EXISTED PRIOR TO THE VACATION THEREOF PER RESOLUTION
21111 DATED MAY 8, 1923, BY THE BOARD OF SUPERVISORS OF THE CITY AND
COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION, THENCE LEAVING SAID
CENTERLINE OF FORMER HUMBOLDT STREET AND RUNNING ALONG SAID WESTERLY
BOUNDARY LINE OF FORMER LOUISIANA STREET

(18) SOUTH 3° 10' 16" EAST 433.175 FEET

TO A POINT IN SAID NORTHERLY BOUNDARY LINE OF 23RD STREET, THENCE
LEAVING SAID WESTERLY BOUNDARY LINE OF FORMER LOUISIANA STREET AND
RUNNING ALONG SAID NORTHERLY BOUNDARY LINE OF 23RD STREET

(19) SOUTH 86° 49' 44" WEST 216.15 FEET

TO THE TRUE POINT OF BEGINNING.

THE BEARINGS IN THE ABOVE DESCRIPTION ARE BASED UPON AN ASSUMED
BEARING OF SOUTH 03° 10' 16" EAST ALONG THE MONUMENT LINE OF THIRD
STREET BETWEEN 22ND STREET AND 23RD STREET.

BEING A PORTION OF POTRERO NUEVO BLOCKS NO 443, 444, 463, 478, 489,
504, ALL OF POTRERO NUEVO BLOCK NO 464 AND PORTIONS OF MICHIGAN
STREET, GEORGIA STREET, LOUISIANA STREET, MARYLAND STREET, DELAWARE
STREET AND HUMBOLDT STREET AS SAID STREETS EXISTED PRIOR TO THE
CLOSURE THEREOF.

SAID PARCEL A IS PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE
RECORDED DECEMBER 24, 2015, AS INSTRUMENT NO. 2015-K180954-00, OF
OFFICIAL RECORDS.

PARCEL A-1:

A NON-EXCLUSIVE EASEMENT TO RECONSTRUCT, REPLACE, REMOVE, MAINTAIN AND
USE THE EXISTING WATER LINE WITH ASSOCIATED IMPROVEMENTS AS SET FORTH
AND MORE PARTICULARLY DESCRIBED IN THAT CERTAIN GRANT DEED FROM
PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION RECORDED
APRIL 16, 1999 AS DOCUMENT NO. 99-G553141-00 OF OFFICIAL RECORDS,
ACROSS THE FOLLOWING DESCRIBED LAND:

A PORTION OF THAT PARCEL OF LAND DESCRIBED AND DESIGNATED AS
ASSESSOR'S BLOCK NO. 4175-LOT 5 ON EXHIBIT "B" OF THAT CERTAIN LOT
LINE ADJUSTMENT RECORDED ON APRIL 15, 1999, IN BOOK H364 OF OFFICIAL
RECORDS AT PAGE 337, AS DOCUMENT NO. 99-G551170-00, SAN FRANCISCO
COUNTY RECORDS, DESCRIBED AS FOLLOWS:

PROPERTY DESCRIPTION

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JANUARY 10, 2020
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A STRIP OF LAND OF THE UNIFORM WIDTH OF 10.00 FEET EXTENDING FROM THE GENERAL EASTERLY BOUNDARY LINE OF SAID LOT 5 TO THE WESTERLY BOUNDARY LINE OF SAID LOT 5 AND LYING 5.00 FEET ON EACH SIDE OF AN EXISTING WATERLINE, APPROXIMATELY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY TERMINUS OF A COURSE AS SHOWN ON SAID LOT LINE ADJUSTMENT, WHICH COURSE HAS A BEARING OF NORTH 03° 10' 16" WEST AND A DISTANCE OF 121.47 FEET; THENCE ALONG SAID GENERAL EASTERLY BOUNDARY LINE OF SAID LOT 5 SOUTH 03° 10' 16" EAST 32.55 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE LEAVING SAID GENERAL EASTERLY BOUNDARY LINE, SOUTH 84° 24' 46" WEST 10.87 FEET; THENCE SOUTH 03° 55' 12" EAST 54.92 FEET; THENCE SOUTH 85° 03' 38" WEST 32.40 FEET; THENCE SOUTH 02° 20' 06" EAST 26.95 FEET; THENCE SOUTH 87° 07' 59" WEST 295.21 FEET, MORE OR LESS TO THE WESTERLY BOUNDARY LINE OF SAID LOT 5, BEING THE POINT OF TERMINATION.

PARCEL A-2:

A NON-EXCLUSIVE EASEMENT FOR DRAINAGE, DISCHARGE, RETENTION AND /OR PERCOLATION OF STORM WATER RUNOFF FROM PARCEL A ABOVE DESCRIBED INTO THE STORM WATER SYSTEM LOCATED ON THE LAND DESCRIBED AND DESIGNATED AS ASSESSOR'S BLOCK NO. 4175-LOT 5 ON EXHIBIT "B" OF THAT CERTAIN LOT LINE ADJUSTMENT RECORDED ON APRIL 15, 1999, IN BOOK H364 OF OFFICIAL RECORDS AT PAGE 337, AS DOCUMENT NO. 99-G551170-00, SAN FRANCISCO COUNTY RECORDS, AS SET FORTH AND MORE PARTICULARLY DESCRIBED IN THAT CERTAIN GRANT DEED FROM PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION RECORDED APRIL 16, 1999 AS DOCUMENT NO. 99-G553141-00 OF OFFICIAL RECORDS.

PARCEL B:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF 23RD STREET WITH THE WESTERLY LINE OF LOUISIANA STREET, NOW CLOSED; AND RUNNING THENCE NORTHERLY ALONG THE WESTERLY LINE OF LOUISIANA STREET, 433 FEET TO THE CENTER LINE OF HUMBOLDT STREET, NOW CLOSED; THENCE AT RIGHT ANGLES EASTERLY, ALONG THE CENTER LINE OF HUMBOLDT STREET, 840 FEET TO THE WESTERLY LINE OF MASSACHUSETTS (WATERFRONT) STREET, NOW CLOSED; THENCE AT RIGHT ANGLES SOUTHERLY, ALONG THE WESTERLY LINE OF MASSACHUSETTS (WATERFRONT) STREET, 499 FEET TO THE SOUTHERLY LINE OF 23RD STREET, NOW CLOSED; THENCE AT RIGHT ANGLES WESTERLY, ALONG THE SOUTHERLY LINE OF 23RD STREET, 204.92 FEET TO THE EASTERLY LINE OF THE PARCEL OF LAND DESCRIBED AND DESIGNATED PARCEL 2 IN THE DEED FROM SPRECKELS REALIZATION COMPANY TO PACIFIC GAS AND ELECTRIC COMPANY, DATED DECEMBER 23, 1949 AND RECORDED IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, IN BOOK 5341 OF OFFICIAL RECORDS, AT PAGE 295; THENCE AT RIGHT ANGLES NORTHERLY, ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND DESIGNATED PARCEL 2, 25.67 FEET TO THE NORTHEAST CORNER OF SAID PARCEL OF LAND DESIGNATED PARCEL 2; THENCE AT RIGHT ANGLES WESTERLY, ALONG THE

PROPERTY DESCRIPTION

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NORTHERLY LINE OF SAID PARCEL OF LAND DESIGNATED PARCEL 2 AND THE NORTHERLY LINE OF THE PARCEL OF LAND DESCRIBED AND DESIGNATED PARCEL 1 IN SAID DEED, 180.08 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND DESIGNATED PARCEL 1; THENCE AT RIGHT ANGLES SOUTHERLY, ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND DESIGNATED PARCEL 1, 22.34 FEET; THENCE AT RIGHT ANGLES WESTERLY, PARALLEL WITH THE SOUTHERLY LINE OF 23RD STREET, 455 FEET TO THE WESTERLY LINE, EXTENDED SOUTHERLY, OF LOUISIANA STREET, NOW CLOSED; THENCE AT RIGHT ANGLES NORTHERLY, ALONG THE WESTERLY LINE OF LOUISIANA STREET, 62.67 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BEING ALL OF POTRERO NUEVO BLOCKS, 477, 490 AND 503, AND PORTIONS OF 23RD STREET, HUMBOLDT STREET, LOUISIANA STREET, MARYLAND STREET AND DELAWARE STREET, AS SAID STREETS EXISTED PRIOR TO THE VACATION THEREOF.

PARCEL C:

BEGINNING AT THE POINT FORMED BY THE INTERSECTION OF THE SOUTHERLY LINE OF 23RD STREET, NOW CLOSED, WITH THE WESTERLY LINE OF DELAWARE STREET, NOW CLOSED; AND RUNNING THENCE WESTERLY AND ALONG THE SOUTHERLY LINE OF SAID 23RD STREET 143 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 178 FEET; THENCE AT A RIGHT ANGLE EASTERLY 143 FEET TO THE WESTERLY LINE OF SAID DELAWARE STREET; AND THENCE AT A RIGHT ANGLE NORTHERLY AND ALONG THE WESTERLY LINE OF SAID DELAWARE STREET, 178 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF POTRERO NUEVO BLOCK NO. 491

EXCEPTING THEREFROM, ALL THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS ON THE WESTERLY LINE OF CLOSED DELAWARE STREET AND 30 FEET SOUTHERLY ALONG THE WESTERLY LINE OF SAID DELAWARE STREET, FROM THE INTERSECTION OF THE WESTERLY LINE OF SAID DELAWARE STREET, WITH THE SOUTHERLY LINE OF 23RD STREET, NOW CLOSED; RUNNING THENCE WESTERLY, PARALLEL TO AND 30 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF SAID 23RD STREET, A DISTANCE OF 105 FEET TO A POINT; THENCE AT A RIGHT ANGLE NORTHERLY FOR A DISTANCE OF 30 FEET TO THE SOUTHERLY LINE OF SAID 23RD STREET; THENCE AT A RIGHT ANGLE WESTERLY, ALONG THE SOUTHERLY LINE OF SAID 23RD STREET, FOR A DISTANCE OF 38 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 178 FEET; THENCE AT A RIGHT ANGLE EASTERLY 143 FEET TO THE WESTERLY LINE OF SAID DELAWARE STREET, NOW CLOSED; AND THENCE AT A RIGHT ANGLE NORTHERLY AND ALONG THE WESTERLY LINE OF SAID DELAWARE STREET, 148 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, ALL THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY BOUNDARY LINE OF DELAWARE STREET, NOW CLOSED, DISTANT THEREON 21.83 FEET SOUTHERLY FROM THE FORMER SOUTHERLY BOUNDARY LINE OF 23RD STREET, NOW CLOSED; AND RUNNING THENCE

PROPERTY DESCRIPTION

PAGE 5 OF 6

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SOUTHERLY ALONG THE WESTERLY BOUNDARY LINE OF SAID DELAWARE STREET, 8.17 FEET; THENCE AT A RIGHT ANGLE WESTERLY 105.00 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 8.17 FEET; THENCE AT A RIGHT ANGLE EASTERLY 105.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL D:

BEGINNING AT A POINT IN THE FORMER SOUTHERLY BOUNDARY LINE OF 23RD STREET, NOW CLOSED, DISTANT THEREON 19.92 FEET WESTERLY FROM THE WESTERLY BOUNDARY LINE OF DELAWARE STREET, NOW CLOSED; AND RUNNING THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY LINE OF SAID 23RD STREET 85.08 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 25.67 FEET; THENCE AT A RIGHT ANGLE EASTERLY 85.08 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 25.67 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BEING A PORTION OF POTRERO NUEVO BLOCK NO. 491

PARCEL E:

BEGINNING AT THE POINT MARKING THE INTERSECTION OF THE SOUTHERLY BOUNDARY LINE OF 23RD STREET, NOW CLOSED, WITH THE WESTERLY BOUNDARY LINE OF DELAWARE STREET, NOW CLOSED; AND RUNNING THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY LINE OF SAID DELAWARE STREET, 21.83 FEET; THENCE AT A RIGHT ANGLE EASTERLY 75.08 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 47.50 FEET; THENCE AT A RIGHT ANGLE WESTERLY 95.00 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 25.67 FEET TO A POINT IN THE SOUTHERLY BOUNDARY LINE OF SAID 23RD STREET; THENCE EASTERLY, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID 23RD STREET, 19.92 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BEING A PORTION OF 23RD STREET, AS SAID STREET EXISTED PRIOR TO THE CLOSURE THEREOF.

PARCEL F:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF HUMBOLDT STREET EXTENDED EASTERLY WITH THE WESTERLY BOUNDARY LINE OF WATERFRONT STREET AND RUNNING THENCE NORTH 4° 20' WEST, ALONG THE WESTERLY BOUNDARY LINE OF WATERFRONT STREET, 279.17 FEET, TO THE SOUTHERLY LINE OF THE LANDS OF THE U.S. NAVY; THENCE NORTH 85° 40' EAST, ALONG THE LAST MENTIONED BOUNDARY LINE, 1.00 FOOT; THENCE SOUTH 4° 20' EAST 279.17 FEET TO THE EASTERLY EXTENSION OF THE CENTER LINE OF HUMBOLDT STREET; THENCE SOUTH 85° 40' WEST, ALONG THE CENTER LINE OF HUMBOLDT STREET EXTENDED EASTERLY, 1.00 FOOT, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL G:

BEGINNING AT A POINT IN THE CENTER LINE OF HUMBOLDT STREET EXTENDED EASTERLY DISTANT THEREON NORTH 85° 40' EAST 1.00 FOOT FROM THE INTERSECTION OF THE EASTERLY EXTENSION OF HUMBOLDT STREET WITH THE WESTERLY BOUNDARY LINE OF WATERFRONT STREET AND RUNNING THENCE NORTH 85° 40' EAST, ALONG SAID EASTERLY EXTENSION OF HUMBOLDT STREET, 41.67 FEET; THENCE NORTH 4° 20' WEST 4.38 FEET; THENCE NORTH 84° 32' EAST

PROPERTY DESCRIPTION

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JANUARY 10, 2020

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19.84 FEET; THENCE NORTH 5° 28' WEST 9.67 FEET; THENCE NORTH 87° 36' 10" WEST 32.76 FEET; THENCE NORTH 50° 02' 20" EAST 19.19 FEET; THENCE NORTH 85° 40' EAST 4.00 FEET; THENCE NORTH 4° 20' WEST, PARALLEL WITH THE WESTERLY BOUNDARY LINE OF WATERFRONT STREET 135.45 FEET; THENCE SOUTH 86° 59' 50" WEST 24.83 FEET; THENCE NORTH 4° 20' WEST 113.69 FEET TO THE SOUTHERLY BOUNDARY OF LANDS OF THE U.S. NAVY; THENCE SOUTH 85° 40' WEST, ALONG THE LAST MENTIONED BOUNDARY LINE, 23.57 FEET TO A POINT NORTH 85° 40' EAST 1.00 FOOT DISTANT FROM THE WESTERLY BOUNDARY LINE OF WATERFRONT STREET; THENCE SOUTH 4° 20' EAST, PARALLEL WITH THE WESTERLY BOUNDARY LINE OF WATERFRONT STREET, 279.17 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION



Sabrina Kyle Pack 10 Jan 2020
SABRINA KYLE PACK P.L.S.
L.S. NO. 8164

Exhibit A-2
PG&E Sub-Area Legal Description

ILLINOIS STREET
80' WIDE



22ND STREET

66' WIDE

N85°38'01"E

393.00'

POINT OF COMMENCEMENT

POINT OF
BEGINNING

N85°38'01"E

87.00'

S42°41'35"E
129.00'

APN 4052-001

PG&E
DN 2016-K187706
APN 4175-018

1.06 AC ±

N04°21'59"W 318.73'

148.53'
S4°21'59"E

CALIFORNIA BARREL
COMPANY, LLC
APN 4175-017



LINE TABLE		
NO	BEARING	LENGTH
L1	S25°06'47"E	56.46'
L2	S85°38'01"W	36.62'
L3	S81°10'26"W	52.89'
L4	S68°58'28"W	76.13'
L5	N72°51'51"W	26.56'

EXHIBIT A-2

7-26-19

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

PORTION OF PG&E PARCEL (APN 4175-018)
POTRERO POWER STATION
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
JULY 26, 2019



SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM

CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS

JULY 26, 2019
JOB NO.: 2747-000

EXHIBIT A-2
PROPERTY DESCRIPTION
PORTION OF PG&E PROPERTY (APN 4175-018)
POTRERO POWER STATION
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

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

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JANUARY 14, 2016, AS DOCUMENT NUMBER 2016-K187756 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERN CORNER OF SAID PARCEL OF LAND, SAID POINT BEING THE INTERSECTION OF THE SOUTHERN LINE OF 22ND STREET (66' WIDE) AND THE EASTERN LINE OF ILLINOIS STREET (80' WIDE);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHERN LINE OF SAID PARCEL OF LAND, NORTH 85°38'01" EAST (THE BEARING OF SAID NORTHERN LINE BEING TAKEN AS NORTH 85°38'01" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 393.00 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID NORTHERN LINE, AND ALONG THE EASTERN LINE OF SAID PARCEL OF LAND, THE FOLLOWING EIGHT (8) COURSES:

- 1) NORTH 85°38'01" EAST 87.00 FEET,
- 2) SOUTH 42°41'35" EAST 129.00 FEET,
- 3) SOUTH 25°06'47" EAST 56.46 FEET,
- 4) SOUTH 85°38'01" WEST 36.62 FEET,
- 5) SOUTH 04°21'59" EAST 148.53 FEET,
- 6) SOUTH 81°10'26" WEST 52.89 FEET,
- 7) SOUTH 68°58'28" WEST 76.13 FEET, AND
- 8) NORTH 72°51'51" WEST 26.56 FEET;

PROPERTY DESCRIPTION

PAGE 2 OF 2

JULY 26, 2019

JOB NO.: 2747-000

THENCE, LEAVING SAID EASTERN LINE, NORTH 04°21'59" WEST 318.73 FEET TO SAID POINT OF BEGINNING.

CONTAINING 1.06 ACRES OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

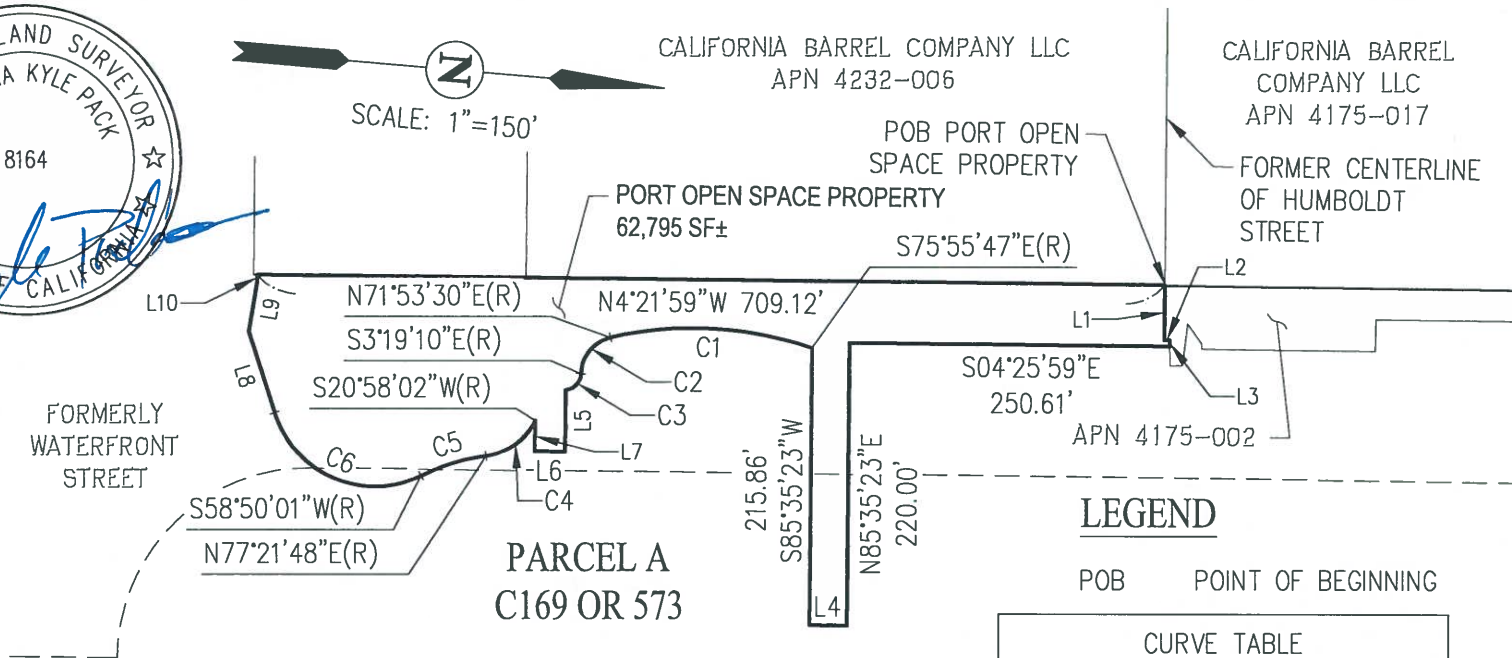
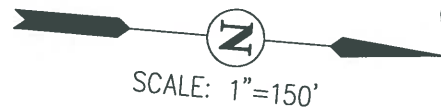
 7/26/19

MARK H. WEHBER P.L.S.

L.S. NO. 7960



Exhibit A-3
Port Open Space Legal Description



LEGEND

POB POINT OF BEGINNING

LINE TABLE		
NO	BEARING	LENGTH
L1	N85°38'01"E	42.67'
L2	N04°21'59"W	4.38'
L3	N84°30'01"E	5.00'
L4	S04°24'37"E	29.17'
L5	N85°38'02"E	48.15'

LINE TABLE		
NO	BEARING	LENGTH
L6	S04°20'07"E	23.54'
L7	S85°38'03"W	24.16'
L8	S67°30'28"W	66.81'
L9	N85°19'01"W	38.54'
L10	S85°38'01"W	5.82'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	284.00'	32°10'43"	159.50'
C2	30.00'	75°12'40"	39.38'
C3	13.00'	83°52'35"	19.03'
C4	50.00'	56°23'46"	49.22'
C5	165.00'	18°31'47"	53.36'
C6	82.00'	98°40'27"	141.22'

EXHIBIT A-5

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

PORT OPEN SPACE PROPERTY
POTRERO SITE
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
SEPTEMBER 20, 2019



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SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM

SEPTEMBER 20, 2019

JOB NO.: 2747-000

EXHIBIT A-5
PROPERTY DESCRIPTION
PORT OPEN SPACE PROPERTY
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

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

BEING A PORTION OF PARCEL A, AS SAID PARCEL A IS DESCRIBED IN THAT CERTAIN GRANT DEED TO THE CITY AND COUNTY OF SAN FRANCISCO, RECORDED MAY 14, 1976, IN BOOK C169 OF OFFICIAL RECORDS AT PAGE 573, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE BOUNDARY LINE OF SAID PARCEL A, SAID POINT BEING THE WESTERN TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "140. ... S. 85° 40' W 1.0 FOOT", SAID POINT BEING THE INTERSECTION OF THE CENTERLINE OF FORMER HUMBOLDT STREET (66 FEET WIDE) WITH THE WESTERN LINE OF WATERFRONT STREET (WIDTH VARIES);

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID BOUNDARY LINE OF PARCEL A, THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 85°38'01" EAST (THE BEARING OF SAID BOUNDARY LINE BEING TAKEN AS NORTH 85°38'01" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 42.67 FEET,
- 2) NORTH 04°21'59" WEST 4.38 FEET, AND
- 3) NORTH 84°30'01" EAST 5.00 FEET;

THENCE, LEAVING SAID BOUNDARY LINE OF PARCEL A, SOUTH 04°25'59" EAST 250.61 FEET;

THENCE, NORTH 85°35'23" EAST 220.00 FEET;

THENCE, SOUTH 04°24'37" EAST 29.17 FEET;

THENCE, SOUTH 85°35'23" WEST 215.86 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 284.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 75°55'47" EAST, THROUGH A CENTRAL ANGLE OF 32°10'43", AN ARC DISTANCE OF 159.50 FEET;

THENCE, ALONG THE ARC OF A COMPOUND 30.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 71°53'30" EAST, THROUGH A CENTRAL ANGLE OF 75°12'40", AN ARC DISTANCE OF 39.38 FEET;

THENCE, ALONG THE ARC OF A REVERSE 13.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 03°19'10" EAST, THROUGH A CENTRAL ANGLE OF 83°52'35", AN ARC DISTANCE OF 19.03 FEET;

THENCE, NORTH 85°38'02" EAST 48.15 FEET;

THENCE, SOUTH 04°20'07" EAST 23.54 FEET;

THENCE, SOUTH 85°38'03" WEST 24.16 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 50.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 20°58'02" WEST, THROUGH A CENTRAL ANGLE OF 56°23'46", AN ARC DISTANCE OF 49.22 FEET;

THENCE, ALONG THE ARC OF A REVERSE 165.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 77°21'48" EAST, THROUGH A CENTRAL ANGLE OF 18°31'47", AN ARC DISTANCE OF 53.36 FEET;

THENCE, ALONG THE ARC OF A REVERSE 82.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 58°50'01" WEST, THROUGH A CENTRAL ANGLE OF 98°40'27", AN ARC DISTANCE OF 141.22 FEET;

THENCE, SOUTH 67°30'28" WEST 66.81 FEET;

THENCE, NORTH 85°19'01" WEST 38.54 FEET;

THENCE, SOUTH 85°38'01" WEST 5.82 FEET TO A POINT ON SAID BOUNDARY LINE OF PARCEL A;

THENCE, ALONG SAID BOUNDARY LINE OF PARCEL A, NORTH 04°21'59" WEST 709.12 FEET TO SAID POINT OF BEGINNING.

CONTAINING 62,795 SQUARE FEET OF LAND, MORE OR LESS.

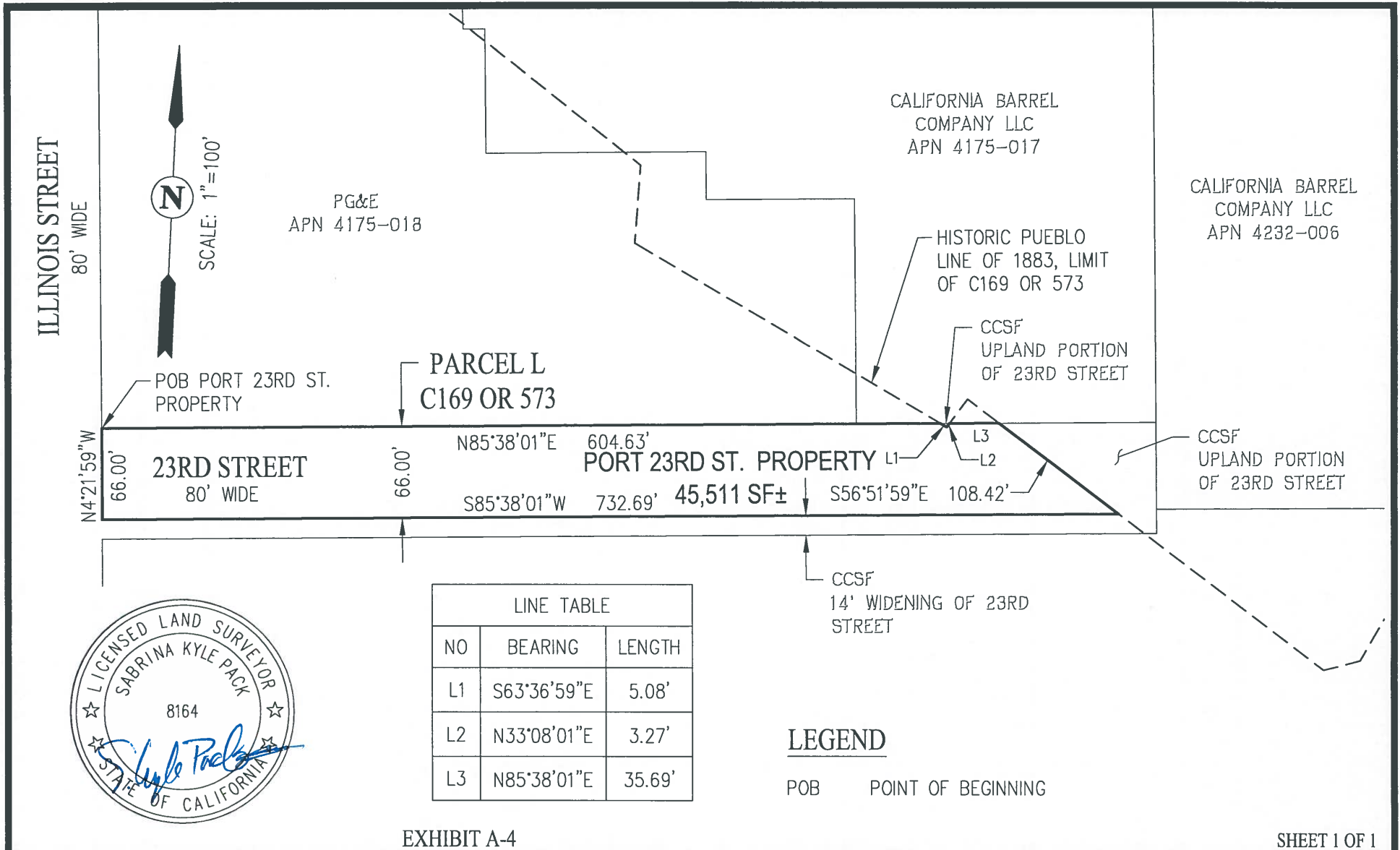
ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE, MADE A PART HEREOF.

END OF DESCRIPTION




SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

Exhibit A-4
Port 23rd St. Property Legal Description



PLAT TO ACCOMPANY LEGAL DESCRIPTION

PORT 23RD ST. PROPERTY
POTRERO SITE
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
SEPTEMBER 20, 2019



CIVIL ENGINEERS • SURVEYORS • PLANNERS

SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM

SEPTEMBER 20, 2019

JOB NO.: 2747-000

EXHIBIT A-4
PROPERTY DESCRIPTION
PORT 23RD ST. PROPERTY
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

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

BEING A PORTION OF PARCEL L, AS SAID PARCEL L IS DESCRIBED IN THAT CERTAIN GRANT DEED TO THE CITY AND COUNTY OF SAN FRANCISCO, RECORDED MAY 14, 1976, IN BOOK C169 OF OFFICIAL RECORDS AT PAGE 573, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE BOUNDARY LINE OF SAID PARCEL L, SAID POINT BEING THE NORTHEASTERN CORNER OF 23RD STREET (FORMERLY NEVADA STREET, FORMERLY 66 FEET WIDE), AND ILLINOIS STREET (80 FEET WIDE);

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID BOUNDARY LINE OF PARCEL L, THE FOLLOWING SIX (6) COURSES:

- 1) ALONG THE NORTHERN LINE OF SAID 23RD STREET, NORTH 85°38'01" EAST (THE BEARING OF SAID NORTHERN LINE BEING TAKEN AS NORTH 85°38'01" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 604.63 FEET TO A POINT ON THE BOUNDARY LINE OF THE PUEBLO OF SAN FRANCISCO AS SURVEYED BY F. VON LEICHT, U.S. DEPUTY SURVEYOR, IN DECEMBER 1883 AND SHOWN ON "PLAT OF THE PUEBLO LANDS OF SAN FRANCISCO FINALLY CONFIRMED TO THE CITY AND COUNTY OF SAN FRANCISCO", APPROVED MAY 15, 1884;
- 2) ALONG SAID PUEBLO LINE, THE FOLLOWING TWO (2) COURSES:
SOUTH 63°36'59" EAST 5.08 FEET AND
- 3) NORTH 33°08'01" EAST 3.27 FEET TO SAID NORTHERN LINE OF SAID 23RD STREET,
- 4) ALONG SAID NORTHERN LINE OF 23RD STREET, NORTH 85°38'01" EAST 35.69 FEET TO A POINT ON SAID PUEBLO LINE,
- 5) ALONG SAID PUEBLO LINE, SOUTH 56°51'59" EAST 108.42 FEET TO A POINT ON THE SOUTHERN LINE OF SAID 23RD STREET (FORMERLY 66 WIDE), AND
- 6) ALONG SAID SOUTHERN LINE, SOUTH 85°38'01" WEST 732.69 FEET TO THE EASTERN LINE OF SAID ILLINOIS STREET (80 FEET WIDE);


THENCE, LEAVING SAID BOUNDARY LINE OF PARCEL F (C169 OR 573), ALONG SAID EASTERN LINE OF ILLINOIS STREET (80 FEET WIDE), NORTH 04°21'59" WEST 66.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 45,511 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE, MADE A PART HEREOF.

END OF DESCRIPTION





SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

Exhibit A-5
Port Bay Property Legal Description



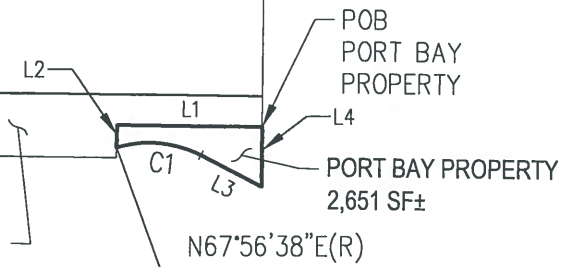
SCALE: 1"=150'

CALIFORNIA BARREL COMPANY LLC
APN 4232-006

CALIFORNIA BARREL
COMPANY LLC
APN 4175-017

FORMERLY
WATERFRONT
STREET

APN 4175-002



LEGEND

POB POINT OF BEGINNING



LINE TABLE

NO	BEARING	LENGTH
L1	S04°21'59\"E	113.51'
L2	N86°57'51\"E	17.19'
L3	N22°09'26\"E	53.51'
L4	S85°38'01\"W	46.18'

CURVE TABLE

NO	RADIUS	DELTA	LENGTH
C1	88.00'	44°12'48\"	67.91'

EXHIBIT A-5

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

PORT BAY PROPERTY
POTRERO SITE
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
SEPTEMBER 20, 2019



CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS

SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM

SEPTEMBER 20, 2019
JOB NO.: 2747-000

EXHIBIT A-5
PROPERTY DESCRIPTION
PORT BAY PROPERTY
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

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

BEING A PORTION OF PARCEL A, AS SAID PARCEL A IS DESCRIBED IN THAT CERTAIN GRANT DEED TO THE CITY AND COUNTY OF SAN FRANCISCO, RECORDED MAY 14, 1976, IN BOOK C169 OF OFFICIAL RECORDS AT PAGE 573, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE BOUNDARY LINE OF SAID PARCEL A, SAID POINT BEING THE NORTHERN TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "130. S. 04°20' E., 113.69 FEET";

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID BOUNDARY LINE OF PARCEL A, THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 04°21'59" EAST (THE BEARING OF SAID BOUNDARY LINE BEING TAKEN AS SOUTH 04°21'59" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 113.51 FEET, AND
- 2) NORTH 86°57'51" EAST 17.19 FEET;

THENCE, LEAVING SAID BOUNDARY LINE OF PARCEL A, ALONG THE ARC OF A NON-TANGENT 88.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 67°56'38" EAST, THROUGH A CENTRAL ANGLE OF 44°12'48", AN ARC DISTANCE OF 67.91 FEET;

THENCE, NORTH 22°09'26" EAST 53.51 FEET;

THENCE, SOUTH 85°38'01" WEST 46.18 FEET TO SAID POINT OF BEGINNING.

CONTAINING 2,651 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE, MADE A PART HEREOF.

END OF DESCRIPTION



Sabrina Kyle Pack

SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

Exhibit A-6
Port Craig Lane Property Legal Description

FINAL TRANSFER MAP 9597
HH SURVEY MAPS 89

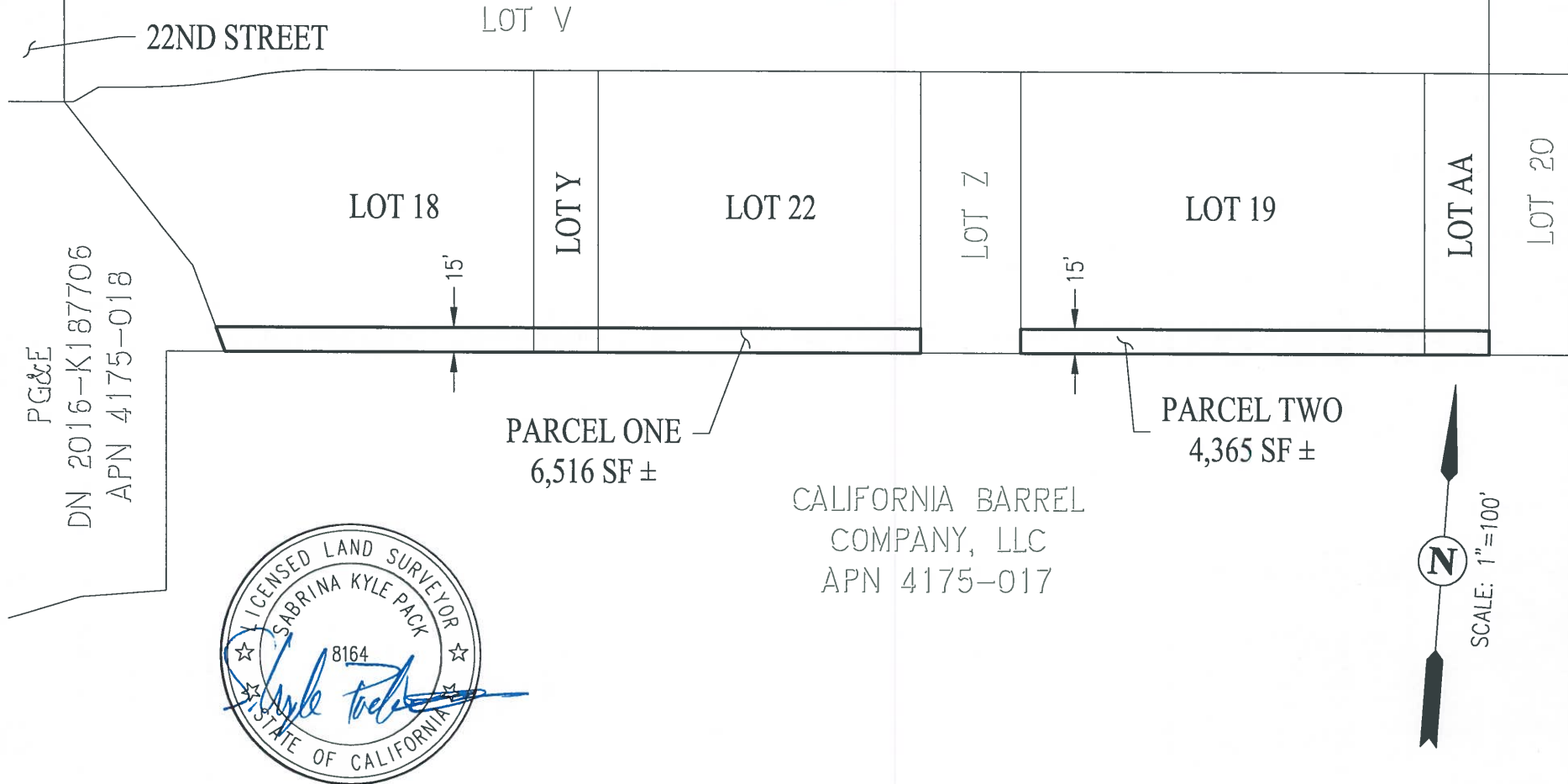


EXHIBIT A-6

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

LEASE AREA - PORT CRAIG LANE
LOTS 18, 19, 22, Y AND AA, FINAL TRANSFER MAP 9597 (HH SURVEY MAPS 89)
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

JULY 29, 2019



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JULY 29, 2019
JOB NO.: 2747-000

EXHIBIT A-6
PROPERTY DESCRIPTION
LEASE AREA - PORT CRAIG LANE

LOTS 18, 19, 22, Y AND AA, FINAL TRANSFER MAP 9597 (HH SURVEY MAPS 89)
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

REAL PROPERTY, SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE
OF CALIFORNIA, COMPRISED OF TWO (2) PARCELS, DESCRIBED AS FOLLOWS:

PARCEL ONE

BEING A PORTION OF LOTS 18, 22, AND LOT Y, AS SAID LOTS ARE SHOWN AND
SO DESIGNATED ON THAT CERTAIN FINAL TRANSFER MAP 9597, RECORDED
FEBRUARY 7, 2019, IN BOOK HH OF SURVEY MAPS, AT PAGE 89, IN THE OFFICE
OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF
CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THE SOUTHERN FIFTEEN (15) FEET OF SAID LOTS.

CONTAINING 6,516 SQUARE FEET OF LAND, MORE OR LESS.

PARCEL TWO

BEING A PORTION OF LOT 19 AND LOT AA, AS SAID LOTS ARE SHOWN AND SO
DESIGNATED ON SAID FINAL TRANSFER MAP 9597 (HH SURVEY MAPS 89), MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THE SOUTHERN FIFTEEN (15) FEET OF SAID LOTS.

CONTAINING 4,365 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS
REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION





SABRINA KYLE PACK P.L.S.
L.S. NO. 8164

Exhibit A-7
City Sub-Area Legal Description

ILLINOIS STREET



PG&E
APN 4175-018

POC CITY SUB-AREA
PARCEL TWO

23RD STREET

80' WIDE

PARCEL L
C169 OR 573

HISTORIC PUEBLO LINE
OF 1883, LIMIT OF
C169 OR 573

N85°38'01"E 646.67'

N85°38'01"E 732.69'

S85°38'01"W 760.00'

14' WIDENING OF 23RD
STREET

FORMERLY
MICHIGAN
STREET
(80' WIDE)

14' WIDENING OF 23RD
STREET

FORMERLY
GEORGIA
STREET
(80' WIDE)

CALIFORNIA BARREL
COMPANY LLC
APN 4175-017

CALIFORNIA BARREL
COMPANY LLC
APN 4232-006

SEE DETAIL A
SHEET 2
POB CITY
SUB-AREA
PARCEL TWO
L1

CITY SUB-AREA
PARCEL TWO
15,279 SF±

14' WIDENING OF 23RD
STREET

LINE TABLE

NO	BEARING	LENGTH
L1	N85°38'01"E	113.32'
L2	S04°21'59"E	80.00'
L3	N04°21'59"W	14.00'
L4	N56°51'59"W	108.42'



LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

EXHIBIT A-7

SHEET 1 OF 2

PLAT TO ACCOMPANY LEGAL DESCRIPTION

CITY SUB-AREA PROPERTY
POTRERO SITE

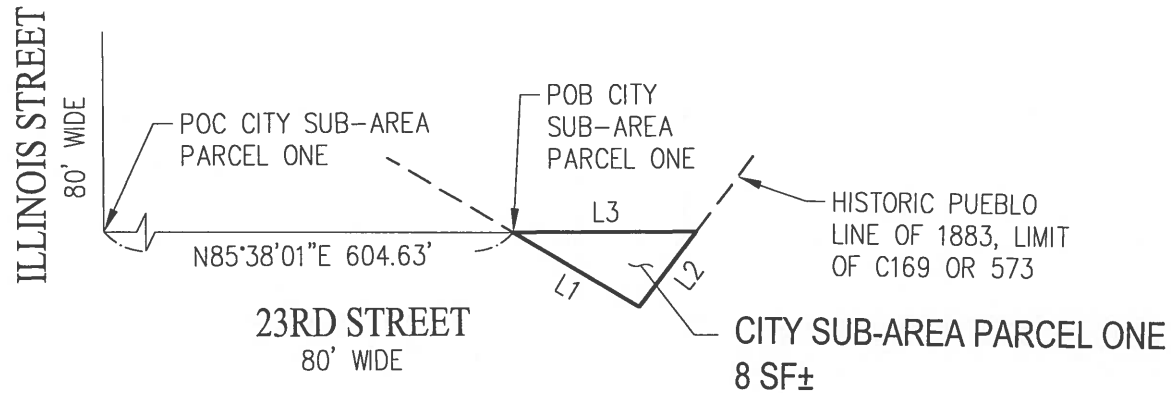
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

SEPTEMBER 20, 2019



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DETAIL A
NOT TO SCALE

LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

LINE TABLE		
NO	BEARING	LENGTH
L1	S63°36'59"E	5.08'
L2	N33°08'01"E	3.27'
L3	S85°38'01"W	6.35'

EXHIBIT A-7

SHEET 2 OF 2

PLAT TO ACCOMPANY LEGAL DESCRIPTION

CITY SUB-AREA PROPERTY
POTRERO SITE
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
SEPTEMBER 20, 2019



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SACRAMENTO (916) 375-1877
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SEPTEMBER 20, 2019
JOB NO.: 2747-000

EXHIBIT A-7
PROPERTY DESCRIPTION
CITY SUB-AREA PROPERTY
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

REAL PROPERTY, SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, COMPRISED OF TWO (2) PARCELS, DESCRIBED AS FOLLOWS:

CITY SUB-AREA PARCEL ONE

BEING A PORTION OF 23RD STREET (FORMERLY NEVADA STREET, 80 FEET WIDE), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN CORNER OF SAID 23RD STREET AND ILLINOIS STREET (80 FEET WIDE);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHERN LINE OF SAID 23RD STREET, NORTH 85°38'01" EAST (THE BEARING OF SAID NORTHERN LINE BEING TAKEN AS NORTH 85°38'01" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 604.63 FEET TO A POINT ON THE BOUNDARY LINE OF THE PUEBLO OF SAN FRANCISCO AS SURVEYED BY F. VON LEICHT, U.S. DEPUTY SURVEYOR, IN DECEMBER 1883 AND SHOWN ON "PLAT OF THE PUEBLO LANDS OF SAN FRANCISCO FINALLY CONFIRMED TO THE CITY AND COUNTY OF SAN FRANCISCO", APPROVED MAY 15, 1884, SAID POINT BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID PUEBLO LINE, THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 63°36'59" EAST 5.08 FEET AND
- 2) NORTH 33°08'01" EAST 3.27 FEET TO SAID NORTHERN LINE OF SAID 23RD STREET;

THENCE, ALONG SAID NORTHERN LINE OF 23RD STREET, SOUTH 85°38'01" WEST 6.35 FEET TO SAID POINT OF BEGINNING.

CONTAINING 8 SQUARE FEET OF LAND, MORE OR LESS.

CITY SUB-AREA PARCEL TWO

BEING A PORTION OF SAID 23RD STREET (FORMERLY NEVADA STREET, FORMERLY 66 FEET WIDE), A PORTION OF THE 14 FOOT WIDENING OF 23RD STREET, AS SHOWN ON THE MAP ENTITLED "MAP SHOWING THE WIDENING OF TWENTY-THIRD STREET FROM THIRD STREET TO ITS EASTERLY TERMINATION", FILED ON JULY 22, 1927, IN BOOK L OF MAPS, AT PAGE 34, IN SAID OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, AND BEING A PORTION

PROPERTY DESCRIPTION

PAGE 2 OF 2

SEPTEMBER 20, 2019

JOB NO.: 2747-000

OF MICHIGAN STREET (80 FEET WIDE) AND GEORGIA STREET (80 FEET WIDE),
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN CORNER OF SAID 23RD STREET (FORMERLY 66
FEET WIDE) AND ILLINOIS STREET (80 FEET WIDE);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHERN LINE OF
SAID 23RD STREET, NORTH 85°38'01" EAST (THE BEARING OF SAID NORTHERN
LINE BEING TAKEN AS NORTH 85°38'01" EAST FOR THE PURPOSE OF MAKING
THIS DESCRIPTION) 646.67 FEET TO A POINT ON SAID PUEBLO LINE, SAID
POINT BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID NORTHERN
LINE OF 23RD STREET, NORTH 85°38'01" EAST 113.32 FEET TO THE WESTERN
LINE OF FORMER LOUISIANA STREET (80 FEET WIDE);

THENCE, ALONG SAID WESTERN LINE, SOUTH 04°21'59" EAST 80.00 FEET TO
THE SOUTHERN LINE OF SAID 14 FOOT WIDENING OF 23RD STREET;

THENCE, ALONG SAID SOUTHERN LINE, AND ITS CONNECTING PROLONGATIONS,
SOUTH 85°38'01" WEST 760.00 FEET TO THE EASTERN LINE OF SAID ILLINOIS
STREET (80 FEET WIDE);

THENCE, ALONG SAID EASTERN LINE, NORTH 04°21'59" WEST 14.00 FEET TO
THE NORTHERN LINE OF SAID 14 FOOT WIDENING OF 23RD STREET;

THENCE, ALONG SAID NORTHERN LINE, AND IT'S CONNECTING PROLONGATIONS,
NORTH 85°38'01" EAST 732.69 FEET TO A POINT ON SAID PUEBLO LINE;

THENCE, ALONG SAID PUEBLO LINE, NORTH 56°51'59" WEST 108.42 FEET TO
SAID POINT OF BEGINNING.

CONTAINING 15,279 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS
REFERENCE, MADE A PART HEREOF.

END OF DESCRIPTION




SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

Exhibit B
List of Initial Approvals

A. Final approval actions by the City and County of San Francisco Board of Supervisors for the Potrero Power Station Mixed-Use Project

1. Ordinance [_____] (File No. [_____]): (1) Approving a Development Agreement between the City and County of San Francisco and California Barrel Company LLC; (2) waiving or modifying certain provisions of the Administrative Code, Planning Code, Subdivision Code, and Zoning Map; and (3) adopting findings under the California Environmental Quality Act, public trust findings, and findings of consistency with the General Plan and Planning Code priority policies.
2. Ordinance [_____] (File No. [_____]): Amending the Planning Code and the Zoning Maps to establish the Power Station Special Use District and Height and Bulk districts.
3. Ordinance [_____] (File No. [_____]): Amending the General Plan to conform the General Plan with the Potrero Power Station Special Use District.

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

1. R No. [_____] [_____]: Approving a Lease Agreement between the Port and California Barrel Company LLC.
2. R No. [_____] [_____]: Adopting findings regarding public trust consistency.
3. R No. [_____] [_____]: Consenting to a Development Agreement between the City and California Barrel Company LLC.

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

1. M No. [_____] [_____]: Certifying the Final Environmental Impact Report for the Potrero Power Station Mixed-Use Development Project.
2. M No. [_____] [_____]: Adopting Findings and Statement of Overriding Considerations under the California Environmental Quality Act.
3. R No. [_____] [_____]: Recommending to the Board of Supervisors approval of the General Plan Amendments to conform the General Plan to the Potrero Power Station Special Use District.
4. R No. [_____] [_____]: Recommending to the Board of Supervisors approval of a Development Agreement between the City and California Barrel Company LLC
5. R No. [_____] [_____]: Recommending to the Board of Supervisors approval of amendments to the Planning Code and Zoning Map amendments to establish the Power Station Special Use District and Height and Bulk districts.
6. M No. [_____] [_____]: Approving the Potrero Power Station Design for Development.

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

1. San Francisco Municipal Transportation Agency (SFMTA) Resolution Number [] consenting to a Development Agreement between the City and California Barrel Company LLC, including the Infrastructure Plan; and approving the Interagency Cooperation Agreement.
2. San Francisco Public Utilities Commission (SFPUC) Resolution Number [] consenting to a Development Agreement between the City and California Barrel Company LLC, including the Infrastructure Plan; and approving the Interagency Cooperation Agreement.
3. San Francisco Public Utilities Commission (SFPUC) Resolution Numbers 18-0069 and [], each approving the water supply assessment for the Potrero Power Station Project.

Exhibit C
Financing Plan

TO BE PROVIDED

Exhibit D
Housing Plan

Exhibit D

Affordable Housing Plan

I. SUMMARY

This Affordable Housing Plan is designed to ensure that thirty percent (30%) of the Residential Units produced by the Project are affordable housing units. The Affordable Housing Plan satisfies this goal by requiring Developer to build Inclusionary Units within Market-Rate Projects and/or to convey Development Parcels, at no cost, to Affordable Housing Developer, for the construction of 100% Affordable Units. In addition, Developer may partially satisfy the requirements of this Affordable Housing Plan by paying the Power Station Affordable Housing In-Lieu Fee, or by causing the construction of 100% Affordable Units at locations proximate to the Project Site. All proceeds of the Power Station Affordable Housing In-Lieu Fee will be paid to MOHCD and applied by MOHCD to affordable housing in Supervisorial District 10.

This Affordable Housing Plan requires that Phase 1 include affordable units built on-site, either by construction of Inclusionary Units or by 100% Affordable Units located on the Project Site.

This Affordable Housing Plan requires an amount of affordable housing that meets or exceeds other recent nearby projects but is notable for doing so without public financing or subsidy. The Potrero Power Station must rely on revenues from office uses constructed by the project to finance the affordable housing requirements of this plan. Accordingly, if approval of “Prop M” office allocations for the Project’s office uses does not occur or is delayed, construction of the Project’s affordable and market rate housing units may also be delayed.

This Affordable Housing Plan establishes maximum affordability levels for Inclusionary Units and 100% Affordable Units that are consistent with those currently required by Planning Code section 415. Upon full build out of the Project Site (1) the rent for Inclusionary Rental Units and 100% Affordable Units, when combined, must not exceed, on average, a rate that is affordable to Households earning no more than seventy-two percent (72%) of AMI, and (2) the sales price for Inclusionary For-Sale Units and 100% Affordable Units, when combined, must not exceed, on average, a rate that is affordable to Households earning ninety-nine percent (99%) of AMI.

II. DEFINITIONS

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

“Affordable Housing Conveyance Agreement” is defined in Section IV(B).

“Affordable Housing Developer” means any qualified developer selected by Developer to develop a 100% Affordable Housing Parcel.

“Affordable Housing Proportionality Event” is defined in Section VII(B).

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

“Deferral Surcharge” is defined in Section VI(D).

“Developer’s Election” is defined in Section III(A)(2).

“Developer’s Proportionality Election” is defined in Section VII(D).

“Development Parcel” means a parcel described on a Subdivision Map on which a Building will be constructed or rehabilitated.

“Excusable Delay” is defined in Section VII(D).

“Final Affordable Percentage” is defined in Section III(A)(1).

“Final Completion of all Residential Projects” means the date that a First Certificate of Occupancy has been issued for all Residential Units permitted to be developed on the Project Site under the Development Agreement.

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

“Final Completion Requirements” are defined in Section III(A)(1).

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

“For-Rent” or “Rental Unit” means a Residential Unit that is not a For-Sale Unit.

“For-Sale” or “For-Sale Unit” means a Residential Unit that is offered for sale, *e.g.*, as a condominium, for individual unit ownership, and then is sold to an individual or Household.

“Household” means one or more related or unrelated individuals who live together in a Residential Unit as their primary dwelling.

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

“Housing Cost” means (a) with respect to a Rental Unit, a monthly rental charge (including the Utility Allowance applicable to the Household Size of such Rental Unit but excluding parking charges) that does not exceed thirty percent (30%) of the annual gross income of a household earning the maximum AMI percentage permitted for the applicable type of Residential Unit, based upon Household Size; and (b) with respect to a For-Sale Unit, a purchase price determined in accordance with the MOHCD Manual.

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

“In-Lieu Fee Credit” is defined in Section VI(C).

“Inclusionary For-Sale Unit” means an Inclusionary Unit that is a For-Sale Unit.

“Inclusionary Rental Unit” means an Inclusionary Unit that is a Rental Unit.

“Inclusionary Unit” means a Residential Unit constructed in a Market-Rate Project, restricted to a Housing Cost under this Affordable Housing Plan.

“Inclusionary Unit Credit” is defined in Section V(C).

“Interim Requirements” is defined in Section III(A)(2).

“Marketing and Operations Guidelines” is defined in Section V(E)(1).

“Market-Rate For-Sale Project” means a Market-Rate Project containing For-Sale Units.

“Market-Rate Parcel” means a Development Parcel on the Project Site, other than a 100% Affordable Housing Parcel, on which development of residential uses is permitted.

“Market-Rate Project” means a Building that contains Market-Rate Units, and potentially Inclusionary Units, and may contain other uses permitted under the SUD.

“Market-Rate Rental Project” means a Market-Rate Project containing Rental Units.

“Market-Rate Unit” means any Residential Unit constructed within the Project Site that is not restricted to a Housing Cost.

“Minimum 100% Affordable Unit” is defined in Section IV(B).

“MOHCD Manual” means the San Francisco Affordable Housing Monitoring Procedures Manual, as published by the Mayor’s Office of Housing and as updated from time to time, except for any updates or changes that conflict with the requirements of the Development Agreement.

“New Proportionality Requirement” is defined in Section VIII.

“Notice of Special Restrictions” means a recorded document encumbering a Market-Rate Parcel or a 100% Affordable Housing Parcel as specified in this Affordable Housing Plan.

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

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

“100% Affordable Parcel Infrastructure” is defined in Section IV(B).

“100% Affordable Unit” means a Residential Unit that is restricted to a Housing Cost and is located within a 100% Affordable Housing Project.

“100% Affordable Unit Credit” is defined in Section IV(C).

“Parking Charge” means the charge for a Parking Space that is accessory to one or more residential uses on the Project Site.

“Power Station Affordable Housing In-Lieu Fee” is defined in Section VI(A).

“Power Station Proportionality In-Lieu Fee” is defined in Section VII(D)(1).

“Proportionality Requirement” is defined in Section VII(C).

“Residential Unit” is a room or suite of two or more rooms designed for residential occupancy for thirty-two (32) consecutive days or more, including provisions for sleeping, eating and sanitation, for not more than one family. Residential Units are Dwelling Units and Group Housing Units as defined by the Planning Code as of the Effective Date.

“Section 415” means the City’s Inclusionary Affordable Housing Program as of the Effective Date (Planning Code sections 415 and 415.1 through 415.11).

“Substantially Complete” or “Substantially Completed” means, with respect to any Residential Unit, that a First Certificate of Occupancy has been issued for such Residential Unit; or, for any 100% Affordable Housing Unit, Developer has obtained one (1) 100% Affordable Housing Unit Credit.

“Utility Allowance” means a dollar amount determined in a manner acceptable to the California Tax Credit Allocation Committee, which may include an amount published periodically by the San Francisco Housing Authority or successor based on standards established by HUD, for the cost of basic utilities for Households, adjusted for Household Size. If both the San Francisco Housing Authority and HUD cease publishing a Utility Allowance, then Developer may use another publicly available and credible dollar amount approved by MOHCD.

III. HOUSING DEVELOPMENT

A. Housing Development

1. Residential Development at Full Build-Out

Upon Final Completion of all Residential Projects, Developer shall have met the following “**Final Completion Requirements**”:

- the sum of Inclusionary Unit Credits, In-Lieu Fee Credits, and 100% Affordable Unit Credits earned by Developer shall equal or exceed thirty percent (30%) of the total number of Residential Units constructed on the Project Site and any 100% Affordable Units constructed outside of the Project Site (the “**Final Affordable Percentage**”);
- any Inclusionary Rental Units and 100% Affordable Units, taken together, shall be restricted, on average, to a Housing Cost that is affordable to Households earning not more than seventy-two percent (72%) of AMI; and,
- any Inclusionary For-Sale Units and 100% Affordable Units, taken together, shall be restricted, on average, to a Housing Cost that is affordable to Households earning not more than ninety-nine percent (99%) of AMI.

2. Interim Requirements

Developer shall determine whether certain Buildings will contain Inclusionary Units, and the Housing Cost of those Inclusionary Units, so long as Developer meets the following “**Interim Requirements**”:

- when all Residential Units within the first Development Phase are Substantially Complete, the sum of all earned Inclusionary Unit Credits, 100% Affordable Unit Credits, and In-Lieu Fee Credits must not be less than 30% of the sum of all Substantially Complete Residential Units delivered as part of the first Development Phase;
- when all Residential Units within the first Development Phase are Substantially Complete, Developer shall have Substantially Completed Inclusionary Units or 100% Affordable Units.
- when all Residential Units within each Development Phase other than the first Development Phase are Substantially Complete, the sum of all Inclusionary Unit Credits, 100% Affordable Unit Credits, and In-Lieu Fee Credits earned by Developer within all Development Phases must not be less than 30% of the sum of all Substantially Complete Residential Units;
- when all Residential Units within a Development Phase other than the first and second Development Phase are Substantially Complete, the sum of all

Inclusionary Unit Credits and 100% Affordable Unit Credits must not be less than 5% of the sum of all Substantially Complete Residential Units;

For example, if in Development Phase 3, Developer has Substantially Completed 877 Residential Units, then Developer meets the Interim Requirements if (i) Developer has obtained one hundred (100) Inclusionary Unit Credits within Development Phase 3, all of those credits are for Rental Units, and Developer has obtained one hundred sixty-three (163) 100% Affordable Units Credits or one hundred sixty-three (163) In-Lieu Fee Credits.

Prior to the Planning Department's approval of the first site or building permit for any Market-Rate Project, Developer shall specify the number of Inclusionary Units proposed within such Market-Rate Project (if any), and/or whether Developer would obtain any In-Lieu Fee Credits, and/or 100% Affordable Unit Credits for such Market Rate Project ("**Developer's Election**"). A Notice of Special Restrictions describing Developer's Election shall be recorded prior to the issuance of the First Construction Document for such Market-Rate Project. The Planning Department shall not approve the First Construction Document for such Market-Rate Project if Developer's Election could cause the Project to violate the Final Completion Requirements or the Interim Requirements. For purposes of clarity, any Inclusionary Unit Credits, 100% Affordable Unit Credits, and/or In-Lieu Fee Credits obtained by Developer in satisfaction of the Proportionality Requirement described in Section VII shall also satisfy the Interim Requirements and the Final Completion Requirements.

B. Housing Data Table

Each Development Phase application shall include a housing data table and map containing the following information:

- an estimate, based on then-current market conditions, of the number of Residential Units to be constructed in the current Development Phase including the number of Inclusionary Units and 100% Affordable Units, the number of 100% Affordable Unit and/or In-Lieu Fee Credits to be obtained within such Development Phase, and, to the extent known, the anticipated housing tenure (Rental Units vs. For-Sale Units);
- the number of Residential Units anticipated to be constructed in all prior Development Phases for which Developer has obtained a Tentative Subdivision Map approval but for which the City has not issued a First Certificate of Occupancy;
- the number of Residential Units in all prior Development Phases for which the City has issued a First Certificate of Occupancy and the proposed housing tenure (Rental Units vs. For-Sale Units) of those Residential Units;
- the sum of the following taken as a percentage of the total Residential Units delivered by all Development Phases as of the date of the applicable housing data table and map submittal: (a) the Inclusionary Units for which a First Certificate of Occupancy has been issued, (b) the 100% Affordable Units for which a First

Certificate of Occupancy has been issued; (d) the number of In-Lieu Fee Credits obtained by Developer; and (e) the number of 100% Affordable Unit Credits obtained by Developer; and,

- the average AMI calculated separately for Rental Projects and For-Sale Projects for (i) any 100% Affordable Units that have obtained a First Certificate of Occupancy as of the date of the applicable housing data table and map, (ii) all Inclusionary Units that have obtained a First Certificate of Occupancy as of the date of the applicable housing data table and map; and (iii) the AMI levels for 100% Affordable Units and Inclusionary Units that do not have a First Certificate of Occupancy but for which a Notice of Special Restrictions has been recorded.

IV. 100% AFFORDABLE HOUSING PARCELS

A. Conveyance to Affordable Housing Developer

Developer may elect to convey one or more 100% Affordable Development Parcels to one or more Affordable Housing Developers for the development of one or more 100% Affordable Housing Projects. Any 100% Affordable Housing Parcel may be located on the Project Site or within 0.5 miles of the Project Site. Developer shall receive credit in accordance with this Section IV for the 100% Affordable Units towards the Final Completion Requirements and the Interim Requirements.

B. Affordable Housing Conveyance Agreement

Developer shall convey to Affordable Housing Developer the 100% Affordable Housing Parcel (either in fee or ground lease) pursuant to a written conveyance or option agreement (an “**Affordable Housing Conveyance Agreement**”) under which, among other things, Developer and Affordable Housing Developer will covenant and agree that:

- Developer shall convey the 100% Affordable Housing Parcel to Affordable Housing Developer at no cost, excluding payment of customary transaction costs;
- the Affordable Housing Developer shall construct and obtain a First Certificate of Occupancy for a minimum number of 100% Affordable Units to be set forth in such Affordable Housing Conveyance Agreement (each unit, a “**Minimum 100% Affordable Unit**”);
- Developer shall pay (or cause to be paid) any difference between the actual construction cost of the 100% Affordable Housing Project and the funds otherwise available to Affordable Housing Developer for such project;
- Affordable Housing Developer shall rent or sell, as applicable, the 100% Affordable Units at a Housing Cost for the life of the Affordable Housing Project; and,
- Developer shall perform one or more of the following with respect to each Affordable Housing Parcel:

- Substantially Complete (or cause the Substantial Completion of) all Horizontal Improvements (whether Public Improvements or Privately-Owned Community Improvements) required to serve the 100% Affordable Parcel and located within the Development Phase in which the 100% Affordable Parcel is situated (the “**100% Affordable Parcel Infrastructure**”); or,
 - provide appropriate guarantees, bonds, and/or public improvement agreements reasonably acceptable to City to secure Substantial Completion of the 100% Affordable Parcel Infrastructure.
- If Affordable Housing Developer does not obtain Temporary Certificate of Occupancy for the 100% Affordable Housing Project contemplated by the Affordable Housing Conveyance Agreement within ten (10) years of the execution of the Affordable Housing Conveyance Agreement, subject to Excusable Delay, all right, title, and interest to the parcel subject to the Affordable Housing Conveyance Agreement and any improvements and personal property thereon shall revert to Developer.
 - If no Temporary Certificate of Occupancy has been issued for the 100% Affordable Housing Project contemplated by the Affordable Housing Conveyance Agreement by the completion of the Term of the Development Agreement, subject to Excusable Delay, all right, title, and interest to the parcel subject to the Affordable Housing Conveyance Agreement and any improvements and personal property thereon shall revert to the City.

Developer shall have the right to execute an Affordable Housing Conveyance Agreement with Affordable Housing Developer. Developer shall provide not less than ten (10) Business Days’ notice to the City before any anticipated execution of an Affordable Housing Conveyance Agreement. Without limiting Developer’s right to execute an Affordable Housing Conveyance Agreement with Affordable Housing Developer, the final Affordable Housing Conveyance Agreement shall be subject to the review of the Planning Director to confirm Affordable Housing Conveyance Agreement meets the requirements of this Section IV(B). The Planning Director shall grant (through execution of the provided Affordable Housing Conveyance Agreement in the space provided therefor and delivery of same to the Developer that provided same) or withhold confirmation (or approval of any such material changes) within fifteen (15) Business Days after the Planning Director’s receipt of the Affordable Housing Conveyance Agreement. Failure to grant or withhold such confirmation (or approval) in accordance with the foregoing within such period shall be deemed confirmation (or approval), provided that Developer shall have first provided notice of such failure and a three (3) Business Day opportunity to cure and such notice shall prominently indicate that failure to act shall be deemed to be confirmation (or approval).

C. 100% Affordable Unit Credits

Developer shall receive two-third (2/3) of an “**100% Affordable Unit Credit**” for each Minimum 100% Affordable Unit upon (i) conveyance of the 100% Affordable Housing Parcel to Affordable Housing Developer or execution of an Affordable Housing Conveyance Agreement and (ii) recordation of a Notice of Special Restrictions memorializing the requirements of such Affordable Housing Conveyance Agreement as well as the affordability restrictions.

Upon issuance of a First Certificate of Occupancy for each 100% Affordable Project, Developer shall (i) receive one (1) 100% Affordable Unit Credit for each 100% Affordable Unit constructed within an 100% Affordable Project, subtracted by (ii) the total number of 100% Affordable Unit Credits previously earned by Developer for such 100% Affordable Project as described in the previous paragraph (i.e., any “2/3” credits), such that the total number of 100% Affordable Unit Credits earned by Developer are the same as the number of 100% Affordable Units actually constructed in the 100% Affordable Project.

Developer may earn no more than two-hundred fifty-eight (258) In-Lieu Fee Credits and 100% Affordable Unit Credits for 100% Affordable Housing Projects constructed outside of the Project Site, in the aggregate, which is intended to represent approximately 33% of the Project’s affordable housing requirement. No numerical limit applies to the number of 100% Affordable Unit Credits that Developer may earn for 100% Affordable Housing Projects constructed on the Project Site.

D. No Other Developer Obligations

Developer’s sole obligations with respect to development of 100% Affordable Housing Projects are those set forth in this Section IV and any Affordable Housing Conveyance Agreement. Nothing in this Affordable Housing Plan requires Developer to contribute funds to MOHCD to complete the 100% Affordable Housing Projects.

V. INCLUSIONARY HOUSING REQUIREMENTS

A. Market-Rate Projects

Developer may elect to provide Inclusionary Units within one or more Market-Rate Projects. Within any such Market-Rate Project, there will be no minimum number of Inclusionary Units so long as the Interim Requirements and Final Completion Requirements are met.

B. Financing

Developer is responsible for financing the development of the Inclusionary Units included within Market-Rate Projects and may access financing sources, including sources of below market rate housing financing, to the extent the Market-Rate Project qualifies for any such available financing. Developer is permitted under this Affordable Housing Plan to use public financing sources for Inclusionary Units, notwithstanding the provisions of Section 415. The City has no obligation to provide any funding to construct any Inclusionary Units under this Affordable Housing Plan.

C. Inclusionary Unit Credits

Upon issuance of a First Certificate of Occupancy for each Inclusionary Unit, Developer shall receive one “**Inclusionary Unit Credit**”.

D. Procedures for Monitoring and Enforcement

Subject to this Section V, procedures for renting or selling an Inclusionary Unit must conform to the City and County of San Francisco Inclusionary Affordable Housing Program Monitoring and Procedures Manual, as amended from time to time (the “**MOHCD Manual**”). To the extent that the MOHCD Manual as it may be amended from time to time) is inconsistent with or conflicts with the specific requirements of this Affordable Housing Plan, this Affordable Housing Plan will prevail. Notwithstanding any future change to the MOHCD Manual: (a) Developer may situate the Inclusionary Units in the Market-Rate Project in accordance with Zoning Administrator Bulletin 10 (Designation Priorities for the Inclusionary Affordable Housing Program); and, (B) Affordable Housing Developer may construct accessory residential parking in the amounts permitted by the Design for Development on the 100% Affordable Housing Parcel. Developer shall have no obligation to construct or otherwise provide or make available accessory parking for any 100% Affordable Housing Project.

E. Marketing

1. Generally

Developer may not market or rent Market Rate or Inclusionary Units in Buildings containing Inclusionary Units until MOHCD has approved, in its reasonable discretion, the following: (i) Marketing and Operations Guidelines, which must include any preferences required by the MOHCD Manual and/or this Affordable Housing Plan; (ii) conformity of the proposed Housing Cost for Inclusionary Units with this Affordable Housing Plan; and (iii) project-specific eligibility and income qualifications for tenant Households (collectively, “**Marketing and Operations Guidelines**”).

2. Marketing and Operations Guidelines

After the City notifies MOHCD of the recordation of a Final Subdivision Map that will allow development within the first Development Phase, Developer shall commence to develop and diligently pursue completion of area- or project-wide Marketing and Operations Guidelines for each Market-Rate Project with Inclusionary Units within the Project Site. MOHCD will review and grant or withhold its approval of each set of Marketing and Operations Guidelines in its reasonable judgment within thirty (30) days after it is delivered. All marketing, outreach and sales or lease procedures shall be in compliance with the MOHCD Manual, except to the extent a deviance is approved by MOHCD as part of the Marketing and Operations Guidelines or is required to implement the requirements of Section V(E)(5).

3. Notice of Special Restrictions

Each Notice of Special Restrictions for a Market-Rate Project with Inclusionary Units must include the following:

- the total number of Residential Units and the number and location of the Inclusionary Units to be built in the Market-Rate Project, with the maximum AMI level for each Inclusionary Unit;

- a requirement to provide and maintain the Inclusionary Units at the specified AMI levels for the life of the Market-Rate Project;
- for Rental Units, a covenant to keep the Inclusionary Units as Rental Units for the life of the Market-Rate Rental Project;
- the City as a third-party beneficiary, with the right to enforce the restrictions and receive attorneys' fees and costs in any enforcement action; and,
- If the Inclusionary Unit will be leased to the Homeless Prenatal Program, the requirements of Section V(E)(5).

4. Planning Code Section 415

Due to the detail set forth in this Affordable Housing Plan, and the differences between the City's inclusionary program under Section 415 and this Affordable Housing Plan, the Parties have not imposed all of the requirements of Section 415 into this Affordable Housing Plan. However, the Parties acknowledge and agree that (i) all Inclusionary Units and 100% Affordable Units will be subject to the lottery system established by MOHCD under Section 415 (except those master leased to the Homeless Prenatal Program as set forth in Section V(E)(5) of this Affordable Housing Plan), (ii) MOHCD will monitor and enforce the requirements applicable to Inclusionary Units under this Section V in accordance with Planning Code Section 415.9, except that all references to Section 415 will be deemed to refer to the requirements under this Affordable Housing Plan, (iii) the location of the Inclusionary Units within a Market-Rate Project shall be approved by the City in accordance with the standards of Zoning Administrator Bulletin 10 (Designation Priorities for the Inclusionary Affordable Housing Program), and (iv) to the extent there are implementation issues that have not been addressed in this Affordable Housing Plan, then the provisions of Section 415 and the MOHCD Manual shall govern and control such issues.

5. Homeless Prenatal Program

Developer may elect that up to eighteen (18) Inclusionary Units per Development Phase (and not more than thirty-six (36) Inclusionary Units in total for all Development Phases) may be exempt from the lottery system established by MOHCD under Section 415, and Developer may lease those Inclusionary Units directly to the nonprofit organization the Homeless Prenatal Program or its successor nonprofit organization. The Homeless Prenatal Program shall sublease those Inclusionary Units to Households served by the Homeless Prenatal Program. If MOHCD determines in its reasonable discretion that the Homeless Prenatal Program becomes unable to reasonably administer the subleasing of the designated Inclusionary Units to its Households, or if the Homeless Prenatal Program chooses not to use the designated Inclusionary Units, or otherwise ceases operations, Developer shall lease the Inclusionary Units subject to MOHCD's lottery system.

VI. POWER STATION AFFORDABLE HOUSING FEE

A. Payment of Power Station Affordable Housing In-Lieu Fee

Developer may elect to pay an affordable housing fee (the “**Power Station Affordable Housing In-Lieu Fee**”) to satisfy a portion of the Project’s overall affordable housing requirements. The Power Station Affordable Housing In-Lieu Fee rate will be adjusted annually in accordance with Planning Code section 409(b) (as section 409(b) is in effect as of the Effective Date), based on the Annual Infrastructure Construction Cost Inflation Estimate (AICCIE) published by Office of the City Administrator’s Capital Planning Group and approved by the Capital Planning Committee. In the event of any inconsistencies regarding the collection of fees under Section 415 and this Affordable Housing Plan, then this Affordable Housing Plan will prevail.

B. Calculation and Timing of Power Station Affordable Housing In-Lieu Fee

The initial Power Station Affordable Housing In-Lieu Fee rate will be one hundred ninety-nine dollars and fifty cents (\$199.50) per square foot, payable on 100% of the Gross Floor Area of each Market Rate Unit for which Developer elects to pay the Power Station Affordable Housing In-Lieu Fee.

C. In-Lieu Fee Credits

Developer shall receive one “**In-Lieu Fee Credit**” for each Market Rate Unit for which Developer has paid the Power Station Affordable Housing In-Lieu Fee, or upon payment of each One Hundred Ninety-Nine Thousand and Five Hundred Dollars (\$199,500) paid as the Power Station Proportionality In-Lieu Fee (as described in Section VII(D)(1)). Developer may earn no more than two-hundred fifty-eight (258) In-Lieu Fee Credits and 100% Affordable Unit Credits for 100% Affordable Housing Projects constructed outside of the Project Site in the aggregate, which is intended to represent approximately 33% of the Project’s affordable housing requirement.

D. Payment of Fee

The City will collect the Power Station Affordable Housing In-Lieu Fee from Developer as a condition to issuance of the First Construction Document for each Market-Rate Project for which Developer has elected to pay the Power Station Affordable Housing In-Lieu Fee; provided, however, if then permitted under Section 415, Developer may elect to defer payment of the Power Station Affordable Housing In-Lieu Fee to a due date prior to the issuance of the First Certificate of Occupancy subject to payment of any deferral surcharge then required by Section 415 (the “**Deferral Surcharge**”). The rate of the Power Station Affordable Housing In-Lieu Fee shall be that in effect at the time that the Design Review Application for such Building was submitted by Developer to the City. The Power Station Housing In-Lieu Fee and the Deferral Surcharge, if applicable, shall be payable to DBI’s Development Fee Collection Unit. MOHCD shall use all Power Station Affordable Housing In-Lieu Fees collected by the City for affordable housing within Supervisorial District 10, including rehabilitation, stabilization, and new construction, as determined by MOHCD.

VII. NON-RESIDENTIAL TO RESIDENTIAL PROPORTIONALITY REQUIREMENT

A. Intent

The City has asked for assurance that affordable housing will be provided in proportion to office and life science development on the Project Site. To this end, as further specified in this Section VII, in addition to meeting the Interim Requirements and the Final Affordable Percentage, Developer shall have earned a certain number of Inclusionary Unit Credits, In-Lieu Fee Credits, and 100% Affordable Unit Credits within specified periods of time after certain amounts of Gross Floor Area of Office or Life Science uses (as such uses are defined in the Design for Development) are constructed on the Project Site.

B. Affordable Housing Proportionality Event

The City's issuance of a First Certificate of Occupancy for any Building that causes the total cumulative area of Office or Life Science uses on the Project Site to equal or exceed Five Hundred Thousand (500,000) square feet of Gross Floor Area, One Million (1,000,000) square feet of Gross Floor Area, or One Million Five Hundred Thousand (1,500,000) square feet of Gross Floor Area, respectively, shall be termed an "**Affordable Housing Proportionality Event**". Upon full build out of the Project as described in the Initial Approvals, up to three Affordable Housing Proportionality Events would occur.

Upon occurrence of an Affordable Housing Proportionality Event, Developer shall earn or have earned the number of Inclusionary Unit Credits, In-Lieu Fee Credits, and 100% Affordable Unit Credits required by this Section, within the timeframes described in this Section.

Developer shall have the right to transfer the obligations under this Section VII subject to the prior written consent of the City, which consent will not be unreasonably withheld, conditioned or delayed. In determining the reasonableness of any consent or failure to consent, the City shall consider whether the proposed transferee has sufficient development experience and creditworthiness to perform the obligations to be transferred. Accordingly, the City may request information and documentation from the transferee to complete such determination.

C. Proportionality Requirement

Upon occurrence of an Affordable Housing Proportionality Event, Developer shall be required to earn or have earned a certain number of Inclusionary Unit Credits, In-Lieu Fee Credits, and/or 100% Affordable Unit Credits per each one (1) square foot of the Five Hundred Thousand (500,000) square feet of Gross Floor Area that caused the Affordable Housing Proportionality Event. Specifically, Developer shall earn or have earned 0.000256 of an Inclusionary Unit Credit, In-Lieu Fee Credit, or 100% Affordable Unit Credit for each one (1) square foot of the 500,000 square feet of Gross Floor Area of Office use causing the Affordable Housing Proportionality Event, and/or 0.000168 of an Inclusionary Unit Credit, In-Lieu Fee Credit, or 100% Affordable Unit Credit for each one (1) square foot of the 500,000 square foot of Gross Floor Area of Life Science use causing the Affordable Housing Proportionality Event (the "**Proportionality Requirement**"). Developer shall not be required to earn credits for more than 500,000 square feet

of Gross Floor Area upon each Affordable Housing Proportionality Event. Any Inclusionary Unit Credits, In-Lieu Fee Credits, and 100% Affordable Unit Credits earned by Developer prior to the Affordable Housing Proportionality Event shall be counted towards Developer's satisfaction of the Proportionality Requirement. All Inclusionary Unit Credits, In-Lieu Fee Credits, and 100% Affordable Unit Credits earned by Developer to satisfy the Proportionality Requirement shall also count towards satisfaction of the Interim Requirements and the Final Completion Requirements.

For example, if the Affordable Housing Proportionality Event occurs due to the issuance of a First Certificate of Occupancy for a Building that causes the total cumulative area of Office or Life Science uses on the Project Site to be Six Hundred and Fifty Thousand (650,000) square feet of Gross Floor Area, Developer shall earn or have earned credits in the amount described above for each one (1) square foot of the 500,000 square feet of Gross Floor Area. If such 500,000 square feet of Gross Floor Area is entirely Office use, then Developer shall earn or have earned a total of One Hundred Twenty-Eight (128) Inclusionary Unit Credits, In-Lieu Fee Credits, or 100% Affordable Unit Credits to satisfy the Proportionality Requirement. If such event instead occurs due to the construction of 250,000 square feet of Gross Floor Area of Office use and 250,000 square feet of Gross Floor Area of Life Science use, Developer shall earn or have earned a total of One Hundred and Six (106) Inclusionary Unit Credits, In-Lieu Fee Credits, or 100% Affordable Unit Credits to satisfy the Proportionality Requirement.

D. Developer's Election of Credits

Within 45 days after any Affordable Housing Proportionality Event, Developer shall notify MOHCD in writing of the number of Inclusionary Unit Credits, In-Lieu Fee Credits, or 100% Affordable Unit Credits that Developer has obtained or will obtain to satisfy the Proportionality Requirement ("**Developer's Proportionality Election**"). Developer's Proportionality Election shall be at Developer's sole discretion; provided, however, that Developer may not earn more than two-hundred fifty-eight (258) In-Lieu Fee Credits and 100% Affordable Unit Credits for 100% Affordable Housing Projects constructed outside of the Project Site, in the aggregate, consistent with the requirements of Section IV(C) and Section VI(C).

Developer shall have obtained the number of Inclusionary Unit Credits, In-Lieu Fee Credits, or 100% Affordable Unit Credits identified in Developer's Proportionality Election within the timeframes described in Sections VII(D)(1)-(3); provided, however that in the event of civil commotion, war, acts of terrorism, disease or medical epidemics, flooding, fire, acts of God that substantially interfere with carrying out the Project or any portion thereof or with the ability of Developer to perform its obligations under the Proportionality Requirement (whether as a general matter and not specifically tied to Developer) ("**Excusable Delay**"), the Parties agree to extend the time periods for performance of Developer's obligations impacted by the Excusable Delay. In the event that an Excusable Delay occurs, Developer shall notify the City in writing of such occurrence and the manner in which such occurrence substantially interferes with satisfying the Proportionality Requirement or the ability of Developer to perform under this Housing Plan. In the event of the occurrence of any such Excusable Delay, the time or times for performance of the obligations of Developer under Sections VII(D)(1)-(3) will be extended for the period of the Excusable Delay if Developer cannot, through commercially reasonable and diligent efforts, make up for the Excusable Delay within the time period remaining before the applicable completion date; provided, however, within thirty (30) days after the beginning of any such Excusable Delay,

Developer shall have first notified City of the cause or causes of such Excusable Delay and claimed an extension for the reasonably estimated period of the Excusable Delay. In the event that Developer stops any work as a result of an Excusable Delay, Developer must take commercially reasonable measures to ensure that the affected real property is returned to a safe condition and remains in a safe condition for the duration of the Excusable Delay.

1. Performance Schedule for In-Lieu Fee Credits

Developer shall receive one (1) In-Lieu Fee Credit for each One Hundred Ninety-Nine Thousand and Five Hundred Dollars (\$199,500) paid as the “**Power Station Proportionality In-Lieu Fee.**” The Power Station Affordable Housing Proportionality In-Lieu Fee rate will be adjusted annually in accordance with Planning Code section 409(b) (as section 409(b) is in effect as of the Effective Date), based on the Annual Infrastructure Construction Cost Inflation Estimate (AICCIE) published by Office of the City Administrator’s Capital Planning Group and approved by the Capital Planning Committee. Developer shall pay the Power Station Proportionality In-Lieu Fee for Developer’s elected number of Lieu Fee Credits within thirty (30) days of Developer’s Proportionality Election. The Power Station Proportionality In-Lieu Fee shall be payable to DBI’s Development Fee Collection Unit. MOHCD shall use all Power Station Affordable Housing In-Lieu Fees collected by the City for affordable housing within Supervisorial District 10, including rehabilitation, stabilization, and new construction, as determined by MOHCD.

2. Performance Schedule for 100% Affordable Unit Credits

Developer shall have obtained its elected number of 100% Affordable Unit Credits within thirty (30) days of Developer’s Proportionality Election. Developer may earn 100% Affordable Unit Credits as described in Section IV of this Affordable Housing Plan.

3. Performance Schedule for Inclusionary Unit Credits

Developer shall have obtained its elected number of Inclusionary Unit Credits within three (3) years of Developer’s Proportionality Election. Developer may earn Inclusionary Unit Credits as described in Section V of this Affordable Housing Plan, or, at Developer’s election, shall earn an Inclusionary Unit Credit for each Inclusionary Unit on the Project Site located in a Market-Rate Project that Commenced Construction and for which the City has issued a First Construction Document.

E. Proportionality Requirement Remedies

If Developer fails to obtain its elected number of In-Lieu Fee Credits, 100% Affordable Unit Credits, or Inclusionary Units Credits within the timeframes described in Section VII(D)(1)-(3), then, subject to the Parties’ obligations under Article 9 of the Development Agreement, the City shall have the following remedies in addition to those described in Section 9.4 of the Development Agreement.

1. Failure to Timely Obtain In-Lieu Fee Credits

In the event of a Default of Developer to obtain the number of In-Lieu Fee Credits described in Developer’s Proportionality Election by the timeframe specific in Section VII(D)(1),

Developer shall be liable to pay the In-Lieu Fee Liquidation Amount. The City shall have the right to withhold a First Certificate of Occupancy: (a) from Developer if such Developer is in Default of its obligation to pay such In-Lieu Fee Liquidation Amount, and (b) from Affiliates of such Developer, until such time that such Developer in each case has paid the In-Lieu Fee Liquidation Amount, at which time the City shall immediately continue to process such withheld First Certificate of Occupancy.

The In-Lieu Fee Liquidation Amount shall be equal to the amount of the Power Station Proportionality In-Lieu Fee owed by Developer, plus thirty (30) percent per annum from the date that payment of the Power Station Proportionality In-Lieu Fee was due under Section VII(D)(1). The In-Lieu Fee Liquidation Amount shall be payable to DBI's Development Fee Collection Unit and shall increase by CPI annually until paid. MOHCD shall use any In-Lieu Fee Liquidation Amount collected by the City for affordable housing within Supervisorial District 10, including rehabilitation, stabilization, and new construction, as determined by MOHCD.

2. Failure to Timely Obtain 100% Affordable Unit Credits

In the event of a Default of Developer to obtain the number of 100% Affordable Unit Credits described in Developer's Proportionality Election by the timeframe specific in Section VII(D)(2), Developer shall be liable to pay the 100% Affordable Unit Liquidation Amount. The City shall have the right to withhold a First Certificate of Occupancy: (a) from Developer if such Developer is in Default of its obligation to pay such 100% Affordable Unit Liquidation Amount, and (b) from Affiliates of such Developer, until such time that such Developer has paid the 100% Affordable Unit Liquidation Amount, or such Developer earns the number of 100% Affordable Unit Credits described in Developer's Proportionality Election, at which time the City shall immediately continue to process such withheld First Certificate of Occupancy.

The 100% Affordable Unit Liquidation Amount shall be equal to the number of 100% Affordable Unit Credits owed by Developer x two (2) x the then applicable Power Station Proportionality In-Lieu Fee (as adjusted annually). The 100% Affordable Unit Liquidation Amount shall be payable to DBI's Development Fee Collection Unit. MOHCD shall use any 100% Affordable Unit Liquidation Amount collected by the City for affordable housing within Supervisorial District 10, including rehabilitation, stabilization, and new construction, as determined by MOHCD.

3. Failure to Timely Obtain Inclusionary Unit Credits

In the event of a Default of Developer to obtain the number of Inclusionary Unit Credits described in Developer's Proportionality Election by the timeframe specific in Section VII(D)(3), Developer shall be liable to pay the Inclusionary Unit Liquidation Amount. The City shall have the right to withhold a First Certificate of Occupancy: (a) from Developer if such Developer is in Default of its obligation to pay such Inclusionary Unit Liquidation Amount, and (b) from Affiliates of such Developer, until such time that such Developer has paid the Inclusionary Unit Liquidation Amount or such Developer earns the number of Inclusionary Unit Credits described in Developer's Proportionality Election, at which time the City shall immediately continue to process such withheld First Certificate of Occupancy.

The Inclusionary Unit Liquidation Amount shall be equal to the number of Inclusionary Unit Credits owed by Developer multiplied by two (2) multiplied by the then applicable Power Station Proportionality In-Lieu Fee (as adjusted annually). The Inclusionary Unit Liquidation Amount shall be payable to DBI's Development Fee Collection Unit. MOHCD shall use any Inclusionary Unit Liquidation Amount collected by the City for affordable housing within Supervisorial District 10, including rehabilitation, stabilization, and new construction, as determined by MOHCD.

VIII. PARKING REQUIREMENTS

F. Parking Charges

Developer (for Market-Rate Parcels) and each Affordable Housing Developer (for 100% Affordable Housing Parcels) will determine, each in its sole discretion, the Parking Charge for Parking Spaces serving the parcel; provided that Developer must not charge renters of Inclusionary Units any fees, charges, or costs, or impose rules, conditions, or procedures on such renters or buyers that do not equally apply to Market-Rate Units.

IX. NOTICES TO MOHCD

Notices given under this Affordable Housing Plan are governed by Section 14.10 (Notice) of the Development Agreement. Notices to MOHCD must be addressed as specified below.

To MOHCD:

Mayor's Office of Housing and Community Development
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94102
Attn: Director

With a copy to:

Dennis J. Herrera, Esq.
City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102
Attn: RE/Finance

TABLE A
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
EIR Section 4.D Historic Architectural Resources				
<p>Mitigation Measure M-CR-5a: Documentation</p> <p>Before any demolition or rehabilitation activities within the project site, the project sponsor shall retain a professional who meets the Secretary of the Interior's Professional Qualification Standards for Architectural History to prepare written and photographic documentation of Station A, the Compressor House, the Meter House, the Gate House, the Boiler Stack, and Unit 3. The documentation shall be prepared based on the National Park Service's Historic American Building Survey (HABS)/Historic American Engineering Record (HAER) Historical Report Guidelines. The HABS/HAER package shall jointly document the Third Street Industrial District contributors and individually eligible resources to be demolished or otherwise adversely affected. This type of documentation is based on a combination of both HABS/HAER standards and National Park Service's policy for photographic documentation, as outlined in the National Register and National Historic Landmarks Survey Photo Policy Expansion.</p> <p>The documentation shall be scoped and approved by Planning Department Preservation staff and will include the following:</p> <ul style="list-style-type: none"> <i>Measured Drawings:</i> A set of measured drawings that depict the existing size, scale, and dimension of Station A, the Compressor House, the Meter House, the Gate House, and the Unit 3 Power Block. Planning Department Preservation staff will accept the original architectural drawings or an as-built set of architectural drawings (plan, section, elevation, etc.). Planning Department Preservation staff will assist the consultant in determining the appropriate level of measured drawings; <i>HABS-Level Photography:</i> Either HABS standard large-format or digital photography shall be used. The scope of the photographs shall be reviewed by Planning Department Preservation staff for concurrence. All digital photography shall be conducted according to the latest National Park Service standards. The photography shall be undertaken by a qualified professional with demonstrated experience in HABS photography. Photograph views for the dataset shall include (a) contextual views; (b) views of each side of each building and interior views; (c) oblique views of the buildings; and (d) detail views of character-defining features, including features on the interior. All views shall be referenced on a photographic key. This photographic key shall be on a map of the property and shall show the photograph number with an arrow to indicate the direction of the view. Historical photographs shall also be collected, reproduced, and included in the dataset; and <i>HABS Historical Report:</i> A written historical narrative and report, per HABS Historical Report Guidelines. <i>Print-On-Demand Book:</i> A Print On Demand softcover book will be produced that includes the content of the HABS historical report, historical photographs, HABS-level photography, measured drawings and field notes. <p>The project sponsor shall transmit such documentation to the San Francisco Planning Department, the Port of San Francisco, and to repositories including the History Room of the San Francisco</p>	<p>Project sponsor and qualified historic preservation professional who meets the standards for history, architectural history, or architecture (as appropriate), as set forth by the <i>Secretary of the Interior's Professional Qualification Standards</i> (36 Code of Federal Regulations, Part 61)</p>	<p>Prior to the issuance of a site permit, demolition permit, or any other permit from the Department of Building Inspection in connection with Station A, the Compressor House, the Meter House, the Gate House, the Boiler Stack, and Unit 3</p>	<p>Planning Department Preservation Technical Specialist to review and approve HABS/HAER documentation</p>	<p>Considered complete upon submittal of final HABS/HAER documentation to the Preservation Technical Specialist and determination from the Preservation Technical Specialist that documentation is complete</p>

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
EIR Section 4.D Historic Architectural Resources (cont.)				
Public Library, San Francisco Heritage, Internet Archive, the California Historical Society, the Potrero Hill Archives Project, and the Northwest Information Center of the California Historical Information Resource System. All documentation will be reviewed and approved by the San Francisco Planning Department's Preservation staff prior to granting any demolition or site permit.				
<p>Mitigation Measure M-CR-5b: Video Recordation</p> <p>Prior to any demolition or substantial alteration of an individual historical resource or contributor to a historic district on the project site, the project sponsor shall retain a qualified professional to undertake video documentation of the affected historical resource and its setting. The documentation shall be conducted by a professional videographer with experience recording architectural resources. The professional videographer shall provide a storyboard of the proposed video recordation for review and approval by Planning Department preservation staff. The documentation shall be narrated by a qualified professional who meets the standards for history, architectural history, or architecture (as appropriate), as set forth by the Secretary of the Interior's Professional Qualification Standards (36 Code of Federal Regulations, Part 61). The documentation shall include as much information as possible—using visuals in combination with narration—about the materials, construction methods, current condition, historical use, and historic context of the historic resources.</p> <p>Archival copies of the video documentation shall be submitted to the Planning Department, and to repositories including: the San Francisco Planning Department, the Port of San Francisco, the San Francisco Public Library, San Francisco Heritage, Prelinger Archives, the California Historical Society, the Potrero Hill Archives Project, and the Northwest Information Center of the California Historical Information Resource System. This mitigation measure would supplement the traditional HABS documentation, and would enhance the collection of reference materials that would be available to the public and inform future research.</p> <p>The video documentation shall be reviewed and approved by the San Francisco Planning Department's preservation staff prior to issuance of a demolition permit or site permit or issuance of any Building Permits for the project.</p>	Project sponsor, professional videographer, and qualified narrator who meets the standards for history, architectural history, or architecture (as appropriate), as set forth by the <i>Secretary of the Interior's Professional Qualification Standards</i> (36 Code of Federal Regulations, Part 61)	Prior to the issuance of a site permit, demolition permit, or any other permit from the Department of Building Inspection in connection with Station A, the Compressor House, the Meter House, the Gate House, the Boiler Stack, and Unit 3, or other contributor to a historic district	Planning Department Preservation Technical Specialist	Considered complete upon submittal of final video documentation to the Preservation Technical Specialist and determination from the Preservation Technical Specialist that documentation is complete
<p>Mitigation Measure M-CR-5c: Public Interpretation and Salvage</p> <p>Prior to any demolition or rehabilitation activities that would remove character-defining features of an individual historical resource or contributor to a historic district on the project site, the project sponsor shall consult with planning department preservation staff as to whether any such features may be salvaged, in whole or in part, during demolition/alteration. The project sponsor shall make a good faith effort to salvage materials of historical interest to be utilized as part of the interpretative program. This could include reuse of the Greek Revival façade of the Machine Shop Office, Gate House or a portion of the Unit 3 Power Block. Following any demolition or rehabilitation activities within the project site, the project sponsor shall provide within publicly accessible areas of the project site a permanent display(s) of interpretive materials concerning the history and architectural features of the individual historical resources</p>	Project sponsor, qualified architectural historian or historian who meets the <i>Secretary of the Interior's Professional Qualification Standards</i> , and an exhibit designer or landscape architect with historical interpretation design experience.	Adequacy of collection confirmed by the Planning Department Preservation Technical Specialist prior to demolition or rehabilitation activities. Interpretative display to be installed prior to the issuance of a Certificate of Occupancy	Planning Department Preservation Technical Specialist to review and approve salvaged material and interpretive display	Considered complete upon installation of display

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
EIR Section 4.D Historic Architectural Resources (cont.)				
and Third Street Industrial District. The content of the interpretive display(s) shall be coordinated and consistent with the site-wide interpretive plan prepared in coordination with planning department preservation staff, and may include the display of salvaged features recovered through the process described above. The specific location, media, and other characteristics of such interpretive display(s) shall be presented to planning department preservation staff for review prior to any demolition or removal activities. The historic interpretation plan shall be prepared in coordination with an architectural historian or historian who meets the Secretary of the Interior's Professional Qualification Standards and an exhibit designer or landscape architect with historical interpretation design experience. As feasible, coordination with local artists should occur. Interpretive display(s) shall document both the Third Street Industrial District and individually eligible resources to be demolished or rehabilitated. The interpretative program should also coordinate with other interpretative displays currently proposed along the Bay, specifically at Pier 70, those along the Blue Greenway, and others in the general vicinity. The interpretative plan should also explore contributing to digital platforms that are publicly accessible. A proposal describing the general parameters of the interpretive program shall be approved by planning department preservation staff prior to issuance of a site permit. The substance, media and other elements of such interpretive display shall be approved by planning department preservation staff prior to issuance of a Temporary Certificate of Occupancy.				
Mitigation Measure M-CR-5d: Rehabilitation of the Boiler Stack Prior to the issuing of building permits associated with modifications to the exterior of the Boiler Stack, planning department preservation staff shall review the proposed design and confirm that it conforms to the Secretary of the Interior's Standards for Rehabilitation and the Design for Development standards and guidelines.	Project sponsor and qualified architectural historian who meets the <i>Secretary of Interior's Professional Qualification Standards</i> (36 Code of Federal Regulations Part 61)	Prior to the issuance of a site permit, demolition permit, or any other permit from the Department of Building Inspection in connection with the Boiler Stack	Planning Department Preservation Technical Specialist to review and approve design	Considered complete upon design approval from the Preservation Technical Specialist
Mitigation Measure M-CR-5e: (Dependent on approval of Proposed Project OR Project Variant) Proposed Project: Mitigation Measure M-CR-5e: Historic Preservation Plan and Review Process for Alteration of the Boiler Stack Prior to the approval of the first building permit for construction of Phase 1, a historic preservation plan establishing protective measures shall be prepared and implemented to aid in preserving and protecting the Boiler Stack, which would be retained as part of the project. The historic preservation plan shall be prepared by a qualified architectural historian who meets the Secretary of Interior's Professional Qualification Standards (36 Code of Federal Regulations Part 61). The plan shall establish measures to protect the	Project sponsor and a qualified architectural historian who meets the <i>Secretary of Interior's Professional Qualification Standards</i> (36 Code of Federal Regulations Part 61)	Construction specifications to be developed prior to the issuance of a site permit, demolition permit, or any other permit from the Department of Building Inspection in connection with the Boiler Stack	Planning Department Preservation Technical Specialist to review and approve preservation and protection plan, specifications, monitoring schedule, and other supporting documents	Considered complete upon acceptance by Planning Department of construction specifications to avoid damage to the Boiler Stack

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
EIR Section 4.D Historic Architectural Resources (cont.)				
<p>retained character-defining features during construction of the project, such as avoiding construction equipment inadvertently coming in contact with the Boiler Stack, to minimize construction-related damage to the Boiler Stack, and to ensure that any such damage is documented and repaired. If deemed necessary upon further condition assessment of the resource, the plan shall include stabilization of the Boiler Stack prior to construction to prevent deterioration or damage. Where pile driving and other construction activities involving the use of heavy equipment would occur in proximity to the Boiler Stack, the project sponsor shall undertake a vibration monitoring program as described in Mitigation Measure M-NO-4a, including establishing a maximum vibration level that shall not be exceeded based on existing conditions, character-defining features, soils conditions, and anticipated construction practices in use at the time. The project sponsor shall ensure that the contractor follows these plans. The preservation and protection plan, specifications, monitoring schedule, and other supporting documents shall be incorporated into the building or site permit application plan sets. The documentation shall be reviewed and approved by Planning Department Preservation staff.</p>				
<p>Project Variant:</p> <p>Mitigation Measure M-CR-5e (Variant): Historic Preservation Plan and Review Process for Alteration of Station A and the Boiler Stack</p> <p>Prior to the approval of the first building permit for construction of Phase 1, a historic preservation plan establishing protective measures shall be prepared and implemented to aid in preserving and protecting portions of Station A and the Boiler Stack, which would be retained as part of the project. The historic preservation plan shall be prepared by a qualified architectural historian who meets the Secretary of Interior's Professional Qualification Standards (36 Code of Federal Regulations Part 61). The plan shall establish measures to protect the retained character-defining features during construction of the project, such as avoiding construction equipment inadvertently coming in contact with Station A and the Boiler Stack, to minimize construction-related damage to Station A and the Boiler Stack, and to ensure that any such damage is documented and repaired. If deemed necessary upon further condition assessment of the resource, the plan shall include stabilization of Station A and the Boiler Stack prior to construction to prevent deterioration or damage. Where pile driving and other construction activities involving the use of heavy equipment would occur in proximity to Station A and the Boiler Stack, the project sponsor shall undertake a vibration monitoring program as described in Mitigation Measure M-NO-4a, including establishing a maximum vibration level that shall not be exceeded based on existing conditions, character-defining features, soils conditions, and anticipated construction practices in use at the time. The project sponsor shall ensure that the contractor follows these plans. The preservation and protection plan, specifications, monitoring schedule, and other supporting documents shall be incorporated into the building or site permit application plan sets. The documentation shall be reviewed and approved by Planning Department Preservation staff.</p>	<p>Project sponsor and a qualified architectural historian who meets the <i>Secretary of Interior's Professional Qualification Standards</i> (36 Code of Federal Regulations Part 61)</p>	<p>Construction specifications to be developed prior to the issuance of a site permit, demolition permit, or any other permit from the Department of Building Inspection in connection with Station A and the Boiler Stack</p>	<p>Planning Department Preservation Technical Specialist to review and approve preservation and protection plan, specifications, monitoring schedule, and other supporting documents</p>	<p>Considered complete upon acceptance by Planning Department of construction specifications to avoid damage to Station A and the Boiler Stack</p>

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

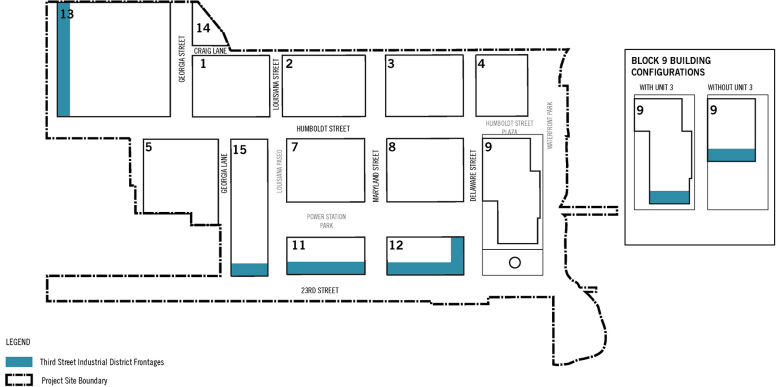
Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
EIR Section 4.D Historic Architectural Resources (cont.)				
<p>Mitigation Measure M-CR-6: Design Controls for New Construction</p> <p>The Special Use District (SUD) and Design for Development (D for D) shall contain design standards and guidelines that ensure that new construction and site development within the SUD shall be compatible with the character of the Third Street Industrial District. Beyond the site-wide standards and guidelines developed for open space, buildings, and streetscapes in the D for D, the D for D shall contain design controls for the Third Street Industrial District, as outlined below (see site-wide design controls below).</p> <p>Additional design standards shall apply to the western façades of new buildings fronting Illinois Street, the southern façades of new buildings fronting 23rd Street, and the eastern and/or southern façades of new buildings fronting the Boiler Stack (see block and frontage-specific design controls below and Figure M-CR-6, Site Frontages Subject to Design Controls). These façades would all face contributors to the Third Street Industrial District. The additional design standards that shall apply specifically to those frontages are included below.</p>  <p align="center">Figure M-CR-6 Site Frontages Subject to Design Controls</p> <p>These design controls in the D for D shall be compatible with the Secretary of the Interior Standards for Rehabilitation, Standard 9. Standard 9 states that new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the integrity of the historic district and its environment.</p>	Project sponsor and a qualified architectural historian	Review of new construction plans prior to the issuance of building permits	Planning Department and Planning Department staff and Preservation Technical Specialist to review and approve design	Considered complete upon design approval from the Planning Department Preservation staff

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
EIR Section 4.D Historic Architectural Resources (cont.)				
<p>Review Process</p> <p>New construction in the Special Use District will be subject to administrative design review prior to the issuing of building permits. Planning staff along with Preservation staff will review new projects to ensure compatibility with the Third Street Industrial District as determined in the above standards and guidelines and identified in the D for D.</p> <p>The D for D shall contain the following Third Street Industrial District Frontage Design Controls:</p> <ul style="list-style-type: none"> • <i>Block and Frontage-Specific Design Controls Ground Floor Height for Blocks 11, 12, and 13: For Ground Floor of Blocks 11 and 12 facing 23rd Street Sugar Warehouses and Block 13 facing American Industrial Center all ground floor spaces shall have a minimum floor-to-floor height of 15 feet as measured from grade.</i> • <i>Height + Massing along 23rd and Illinois street frontages. In order for 23rd and Illinois streets to appear balanced on either side, new construction shall respect existing heights of contributors to the Third Street Industrial District by referencing their heights with an upper level 10-foot setback at approximately 65 feet.</i> • <i>Awnings on Blocks 10, 11, 12, and 13. An awning shall be provided on the southern facades of Blocks 10, 11, and 12 that face 23rd Street at a height of 15 to 25 feet above sidewalk grade to reference the industrial awning at the westernmost Sugar Refinery Warehouse. Awnings at this location may project up to 15 feet into the public realm. Should the southern façade of Station A be retained, an awning on Block 10 would not be required. For Block 13 frontages facing Illinois Street, canopies and awnings should only be located at the retail land use at the corner of Illinois and 22nd streets.</i> <p>The character, design and materials used for such awnings shall be industrial in character and design, suggestions are the following:</p> <ul style="list-style-type: none"> – They should be flat or pitched, and should not be arched. The functional supporting structure and/or tieback rods should be clearly read [i.e., remain apparent to the observer]. – Materials used for canopies and awnings should be utilitarian. Suggested materials include wood, standing seam or louvered metal panels, and corrugated metal. <ul style="list-style-type: none"> • <i>Openings along 23rd and Illinois street frontages.</i> To the extent allowed by the Department of Public Health, large doors, such as sliding or roll-up doors that facilitate the movement of people, equipment, and goods in and out of the ground floor of new construction on Blocks 10-13 shall be incorporated along 23rd Street and Illinois Street. • <i>Special Corners on Block 12.</i> To frame the view of the iconic Boiler Stack, the northeast corner of Block 12 should include the use of high quality materials, such as brick, concrete, copper, steel, glass, and wood, and in addition shall include: 				

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.D Historic Architectural Resources (cont.)				
<ul style="list-style-type: none"> – Volumetric shaping of the area of a building within 15-feet of the northeastern corner of Block 12 with architectural treatments including but not limited to chamfers, round edges, setbacks, and/or protrusions to highlight views or relate to the shape of the Boiler Stack from the public realm. • <i>Special Corners Block 9 without Unit 3.</i> To create an open and inviting entrance to Waterfront Park and Stack Plaza from Delaware Street and Power Station Park, the southwest corner of Block 9 without Unit 3 should use high-quality materials, such as brick, concrete, copper, steel, glass, and wood, and in addition shall include: <ul style="list-style-type: none"> – Volumetric shaping of any building in the area within 15-feet of the southwest corner of Block 9 with architectural treatments including but not limited to chamfers, round edges, setbacks, and/or protrusions to highlight views or relate to the shape of the Boiler Stack from the public realm. • <i>Block 9 without Unit 3.</i> For deference to the historic Stack, and to create more physical space between the Stack and new construction, the building of Block 9 without Unit 3 shall be designed such that the overall bulk is reduced by at least 10 percent from the maximum permitted floor area, with a focus along the southern façade of the new building, facing the Stack. A potential distribution of bulk reduction, for example, could result in an 8 percent reduction along the southern façade with a 2 percent reduction elsewhere. The building should interact meaningfully with the Boiler Stack, such as referencing the existing relationship between it and Unit 3 (i.e., the simple, iconic form of the Boiler Stack in contrast to the highly complex, detailed form of the Unit 3 Power Block). Retain the existing exhaust infrastructure connecting the Unit 3 Power Block with the Boiler Stack and incorporating it into the new structure as feasible. Consider preserving other elements of the Unit 3 Power Block, such as portions of the steel gridded frame structure, in new construction. • <i>Architectural Features on Blocks 10, 11, 12, and 13.</i> Regularly-spaced structural bays should be expressed on the exterior of the lower massing through the use of rectangular columns or pilasters, which reference the rhythm of loading docks on the Western Sugar Refinery Warehouses and American Industrial Center. Bay widths shall be no larger than 30 feet on center. Architectural features such as cornice lines, belt courses, architectural trim, or change in materiality or color should be incorporated into the building design to reference heights and massing of the Western Sugar Refinery Warehouses on 23rd Street and American Industrial Center on Illinois Street at areas of the façade that are not required to be set back. • <i>Third Street District Fenestration.</i> Operable windows shall be single or double hung wood sash, or awning, pivot, or other industrial style steel or aluminum fenestration. Casement windows shall be avoided at lower building massing. Divided lite windows are appropriate. Ground level glazing shall incorporate transom windows if not utilizing roll up or full height sliding doors. 				

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
EIR Section 4.D Historic Architectural Resources (cont.)				
<p>Upper level glazing shall consist of regular repeated punched openings with divided lites. Punched openings shall be rectangular in proportion; an exception is the use of segmentally arched openings if the building material is brick.</p> <ul style="list-style-type: none"> <i>Third Street District Building Rooftops.</i> Rooftops shall reflect the historic industrial character of the district and include flat, monitor, or shallow shed roofs. Gable or hipped roofs shall be avoided as primary features. <p>The D for D shall contain the following Site Wide Design Controls:</p> <ul style="list-style-type: none"> <i>Recommended Materials.</i> Recommended materials should be incorporated into building design. Recommended materials include brick, concrete, copper, steel, glass, smooth stucco and wood. Avoid using veneer masonry panels except as described in the Depth of Façade, below. Avoid using smooth, flat, or minimally detailed glass curtain walls; highly reflective glass; coarse-sand finished stucco as a primary siding material; bamboo wood siding as a primary siding material; laminated timber panels; or black and dark materials should not be used as a predominate material. Where metal is used, selection should favor metals with naturally occurring patina such as copper, steel, or zinc. Metals should be matte in finish. Where shiny materials are used, they should be accent elements rather than dominant materials, and are generally not encouraged. <i>Depth of Façade.</i> The façade should be designed to create a sense of durability and substantiality, and to avoid a thin or veneer-like appearance. Full brick or masonry is a preferred material. If thin brick or masonry or panel systems are used, these materials should read as having a volumetric legibility that is appropriate to their thickness. For example, masonry should turn the corner at a depth that is consistent with the typical depth of a brick. <p>Windows and other openings are an opportunity to reinforce the volumetric legibility of the façade, with an appropriate depth that relates to the material selected. For example, the depth of the building frame to the glazing should be sufficiently deep to convey a substantial exterior wall, and materials should turn the corner into a window reveal.</p> <ul style="list-style-type: none"> <i>Quality and Durability.</i> Exterior finishes should have the qualities of permanence and durability found in similar contextual building materials used on neighboring sites and in the Central Waterfront. Materials should be low-maintenance, well suited to the specific maritime microclimate of the neighborhood, and able to naturally weather over time without extensive maintenance and upkeep. Materials characteristic of the surrounding context, such as brick, concrete, stone, wood, and glass, and, are envisioned on site and are good candidates to meet durability needs. <p>The D for D shall contain the following Street and Open Spaces Design Controls:</p> <ul style="list-style-type: none"> <i>Stack Plaza.</i> No more than one-third of the area within 45 feet of the Boiler Stack shall be planted. Paving and hardscape elements shall incorporate industrial elements and materials into the design. Design elements should use simple geometric forms, regular or repeating paving patterns and utilitarian materials such as simple masonry pavers or salvaged masonry units if feasible and safe for public use. 				

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
EIR Section 4.D Historic Architectural Resources (cont.)				
<p>Stack Plaza design elements, such as planters and native planting, should be kept low to the ground to complement and not distract from the Boiler Stack. Surfaces should not be designed with elaborately applied patterns. Any patterning should be the pragmatic result of the use of unit pavers or concrete score joints.</p> <ul style="list-style-type: none"> • <i>23rd Street Streetscape.</i> The streetscape design of 23rd Street should balance the historic utilitarian character of the Third Street Industrial District with welcoming design gestures for this important entrance to the Potrero Power Station development. To that end, the following guidelines shall be followed: <ul style="list-style-type: none"> – Landscape elements should feel additive to the industrial streetscape. Examples include potted or otherwise designed raised beds of plants and trees that are placed onto paved surfaces; small tree wells within paved surfaces; green walls; and raised or lowered beds edged with industrial materials such as brick, low granite curbs, or steel. – Tree planting locations should be irregularly spaced or placed in small groupings along the street, in contrast with standard Better Street Plan requirements, in order to provide better compatibility with the historic district. – A tree and vegetation palette should be used that does not detract from the industrial character. Green walls, planter boxes, and vegetation should be considered rather than trees for storm water management. – Public art installations, such as murals, are encouraged. • <i>Transit Bus Shelter.</i> The bus shelter should be utilitarian in materiality and design to reflect the industrial nature of the nearby Western Sugar Refinery Warehouse buildings. The bus shelter shall be coordinated with the building design on Block 12. • <i>23rd Street and Illinois Paving.</i> Sidewalk paving at 23rd Street and Illinois Street should be more industrial in character compared to sidewalk paving at other portions of the site. Consider varying sidewalk concrete score joint patterns or pavers from block to block. Design must be reviewed and approved by San Francisco Public Works and San Francisco Municipal Transportation Agency as part of the Street Improvement Plans. • <i>23rd Street Transit Island Paving.</i> Pavement at the transit boarding island should incorporate concrete or stone pavers or enhanced cast-in-place concrete with smaller scale joint patterns for a more refined appearance. Integral color and decorative aggregates may be selected for aesthetic quality and shall meet accessible design requirements for slip-resistance. Design must be reviewed and approved by San Francisco Public Works and San Francisco Municipal Transportation Agency as part of the Street Improvement Plans. • <i>Signage.</i> Tenant signage facing contributing buildings to the Third Street Industrial District should be utilitarian in design and materiality to reflect the adjacent historic resources and strengthen the 23rd Street streetscape. Backlit signage should be avoided. 				

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance																							
EIR Section 4.E Transportation and Circulation																											
<p>Mitigation Measure M-TR-5: <i>(Dependent on approval of Proposed Project OR Project Variant)</i></p> <p>Proposed Project:</p> <p>Mitigation Measure M-TR-5: Implement Measures to Reduce Transit Delay</p> <p>Performance Standard. The project sponsor shall be responsible for implementing transportation demand management (TDM) measures to limit the number of project-generated vehicle trips during the p.m. peak hour to a maximum of 89 percent of the EIR-estimated values of each of the phases of project development (performance standard), as shown in the table below. The number of vehicle trips by phase to meet the above stated performance standard shall be included in the approved TDM Plan.</p> <table><tr><th rowspan="2">Project Development Phase</th><th colspan="2">Maximum P.M. Peak Hour Vehicle Trips</th></tr><tr><th>Phase Total</th><th>Running Total</th></tr><tr><td>Phase 1</td><td>380</td><td>380</td></tr><tr><td>Phase 2</td><td>400</td><td>780</td></tr><tr><td>Phase 3</td><td>270</td><td>1,050</td></tr><tr><td>Phase 4</td><td>640</td><td>1,690</td></tr><tr><td>Phase 5</td><td>300</td><td>1,990</td></tr><tr><td>Phase 6</td><td>270</td><td>2,260</td></tr></table> <p>Monitoring and Reporting. Within one year of issuance of the project's first certificate of occupancy, the project sponsor shall retain a qualified transportation consultant approved by the SFMTA to begin monitoring daily and p.m. peak period (4 p.m. to 7 p.m.) vehicle trips in accordance with an SFMTA and San Francisco Planning Department agreed upon monitoring and reporting plan, which shall be included as a part of the approved TDM Plan. The vehicle data collection shall include counts of the number of vehicles entering and exiting the project site on internal streets at the site boundaries on 22nd, Illinois, and 23rd streets for three weekdays. The data for the three weekdays (Tuesday, Wednesday or Thursday) shall be averaged, and surveys shall be conducted within the same month annually. A document with the results of the annual vehicle counts shall be submitted to the Environmental Review Officer and the SFMTA for review within 30 days of the data collection, or with the project's annual TDM monitoring report as required by the TDM Plan (if the latter is preferable to Environmental Review Officer in consultation with the SFMTA).</p>	Project Development Phase	Maximum P.M. Peak Hour Vehicle Trips		Phase Total	Running Total	Phase 1	380	380	Phase 2	400	780	Phase 3	270	1,050	Phase 4	640	1,690	Phase 5	300	1,990	Phase 6	270	2,260	Project sponsor, a qualified transportation consultant approved by the SFMTA	<p>Within one year of issuance of the project's first certificate of occupancy: the first monitoring of daily and p.m. peak period (4 p.m. to 7 p.m.) vehicle trips in accordance with an SFMTA and San Francisco Planning Department agreed upon monitoring and reporting plan.</p> <p>Ongoing: A document with the results of the annual vehicle counts shall be submitted to the Environmental Review Officer and the SFMTA for review within 30 days of the data collection, or with the project's annual TDM monitoring report as required by the TDM Plan (if the latter is preferable to ERO in consultation with the SFMTA).</p>	Planning Department staff and SFMTA	Considered complete when eight consecutive reporting periods show that the fully built project has met the performance standard, or until expiration of the project's development agreement, whichever is earlier.
Project Development Phase		Maximum P.M. Peak Hour Vehicle Trips																									
	Phase Total	Running Total																									
Phase 1	380	380																									
Phase 2	400	780																									
Phase 3	270	1,050																									
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TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
EIR Section 4.E Transportation and Circulation (cont.)				
<p>The project sponsor shall begin submitting monitoring reports to the Planning Department 18 months following 75 percent occupancy of the first phase. Thereafter, annual monitoring reports shall be submitted (referred to as "reporting periods") until eight consecutive reporting periods show that the fully built project has met the performance standard, or until expiration of the project's development agreement, whichever is earlier.</p> <p>If the City finds that the project exceeds the stated performance standard for any development phase, the project sponsor shall select and implement additional TDM measures in order to reduce the number of project-generated vehicle trips to meet the performance standard for that development phase. These measures could include expansion of measures already included in the project's proposed TDM Plan (e.g., providing additional project shuttle routes to alternative destinations, increases in tailored transportation marketing services, etc.), other measures identified in the City's TDM Program Standards Appendix A (as such appendix may be amended by the Planning Department from time to time) that have not yet been included in the project's approved TDM Plan, or, at the project sponsor's discretion, other measures not included in the City's TDM Program Standards Appendix A that the City and the project sponsor agree are likely to reduce peak period driving trips.</p> <p>For any development phase where additional TDM measures are required, the project sponsor shall have 30 months to demonstrate a reduction in vehicle trips to meet the performance standard. If the performance standard is not met within 30 months, the project sponsor shall submit to the Environmental Review Officer and the SFMTA a memorandum documenting proposed methods of enhancing the effectiveness of the TDM measures and/or additional feasible TDM measures that would be implemented by the project sponsor, along with annual monitoring of the project-generated vehicle trips to demonstrate their effectiveness in meeting the performance standard. The comprehensive monitoring and reporting program shall be terminated upon the earlier of (i) expiration of the project's development agreement, or (ii) eight consecutive reporting periods showing that the fully built project has met the performance standard. However, compliance reporting for the City's TDM Program shall continue to be required.</p> <p>If the additional TDM measures do not achieve the performance standard, then the City shall impose additional measures to reduce vehicle trips as prescribed under the development agreement, which may include on-site or off-site capital improvements intended to reduce vehicle trips from the project. Capital measures may include, but are not limited to, peak period or all-day transit-only lanes (e.g., along 22nd Street), turn pockets, bus bulbs, queue jumps, turn restrictions, pre-paid boarding pass machines, and/or boarding islands, or other measures that support sustainable trip making.</p> <p>The monitoring and reporting plan described above may be modified by the Environmental Review Officer in coordination with the SFMTA to account for transit route or transportation network changes, or major changes to the development program. The modification of the monitoring and reporting plan, however, shall not change the performance standard set forth in this mitigation measure.</p>				

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance																																											
EIR Section 4.E Transportation and Circulation (cont.)																																															
<p>Project Variant:</p> <p>Mitigation Measure M-TR-5 (Variant): Implement Measures to Reduce Transit Delay</p> <p>Performance Standard. The project sponsor shall be responsible for implementing transportation demand management (TDM) measures to limit the number of project-generated vehicle trips during the p.m. peak hour to a maximum of 89 percent of the EIR-estimated values of each of the phases of project development (performance standard), as shown in the table below. The number of vehicle trips by phase to meet the above stated performance standard shall be included in the approved TDM Plan.</p> <table border="1"> <thead> <tr> <th rowspan="3">Project Development Phase</th><th colspan="4">Maximum P.M. Peak Hour Vehicle Trips</th></tr> <tr> <th colspan="2">Project Variant</th><th colspan="2">No PG&E Subarea Scenario</th></tr> <tr> <th>Phase Total</th><th>Running Total</th><th>Phase Total</th><th>Running Total</th></tr> </thead> <tbody> <tr> <td>Phase 1</td><td>370</td><td>370</td><td>370</td><td>370</td></tr> <tr> <td>Phase 2</td><td>440</td><td>810</td><td>440</td><td>810</td></tr> <tr> <td>Phase 3</td><td>250</td><td>1,060</td><td>250</td><td>1,060</td></tr> <tr> <td>Phase 4</td><td>630</td><td>1,690</td><td>670</td><td>1,730</td></tr> <tr> <td>Phase 5</td><td>240</td><td>1,930</td><td>240</td><td>1,970</td></tr> <tr> <td>Phase 6</td><td>280</td><td>2,210</td><td>NA</td><td>NA</td></tr> </tbody> </table> <p>Monitoring and Reporting. Within one year of issuance of the project's first certificate of occupancy, the project sponsor shall retain a qualified transportation consultant approved by the SFMTA to begin monitoring daily and p.m. peak period (4 p.m. to 7 p.m.) vehicle trips in accordance with an SFMTA and San Francisco Planning Department agreed upon monitoring and reporting plan, which shall be included as a part of the approved TDM Plan. The vehicle data collection shall include counts of the number of vehicles entering and exiting the project site on internal streets at the site boundaries on 22nd, Illinois, and 23rd streets for three weekdays. The data for the three weekdays (Tuesday, Wednesday or Thursday) shall be averaged, and surveys shall be conducted within the same month annually. A document with the results of the annual vehicle counts shall be submitted to the Environmental Review Officer and the SFMTA for review within 30 days of the data collection, or with the project's annual TDM monitoring report as required by the TDM Plan (if the latter is preferable to Environmental Review Officer in consultation with the SFMTA).</p>	Project Development Phase	Maximum P.M. Peak Hour Vehicle Trips				Project Variant		No PG&E Subarea Scenario		Phase Total	Running Total	Phase Total	Running Total	Phase 1	370	370	370	370	Phase 2	440	810	440	810	Phase 3	250	1,060	250	1,060	Phase 4	630	1,690	670	1,730	Phase 5	240	1,930	240	1,970	Phase 6	280	2,210	NA	NA	Project sponsor, a qualified transportation consultant approved by the SFMTA	<p>Within one year of issuance of the project's first certificate of occupancy: the first monitoring of daily and p.m. peak period (4 p.m. to 7 p.m.) vehicle trips in accordance with an SFMTA and San Francisco Planning Department agreed upon monitoring and reporting plan.</p> <p>Ongoing: A document with the results of the annual vehicle counts shall be submitted to the Environmental Review Officer and the SFMTA for review within 30 days of the data collection, or with the project's annual TDM monitoring report as required by the TDM Plan (if the latter is preferable to ERO in consultation with the SFMTA).</p>	Planning Department staff and SFMTA	Considered complete when eight consecutive reporting periods show that the fully built project has met the performance standard, or until expiration of the project's development agreement, whichever is earlier.
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MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.E Transportation and Circulation (cont.)				
<p>The project sponsor shall begin submitting monitoring reports to the Planning Department 18 months following 75 percent occupancy of the first phase. Thereafter, annual monitoring reports shall be submitted (referred to as "reporting periods") until eight consecutive reporting periods show that the fully built project has met the performance standard, or until expiration of the project's development agreement, whichever is earlier.</p> <p>If the City finds that the project exceeds the stated performance standard for any development phase, the project sponsor shall select and implement additional TDM measures in order to reduce the number of project-generated vehicle trips to meet the performance standard for that development phase. These measures could include expansion of measures already included in the project's proposed TDM Plan (e.g., providing additional project shuttle routes to alternative destinations, increases in tailored transportation marketing services, etc.), other measures identified in the City's TDM Program Standards Appendix A (as such appendix may be amended by the Planning Department from time to time) that have not yet been included in the project's approved TDM Plan, or, at the project sponsor's discretion, other measures not included in the City's TDM Program Standards Appendix A that the City and the project sponsor agree are likely to reduce peak period driving trips.</p> <p>For any development phase where additional TDM measures are required, the project sponsor shall have 30 months to demonstrate a reduction in vehicle trips to meet the performance standard. If the performance standard is not met within 30 months, the project sponsor shall submit to the Environmental Review Officer and the SFMTA a memorandum documenting proposed methods of enhancing the effectiveness of the TDM measures and/or additional feasible TDM measures that would be implemented by the project sponsor, along with annual monitoring of the project-generated vehicle trips to demonstrate their effectiveness in meeting the performance standard. The comprehensive monitoring and reporting program shall be terminated upon the earlier of (i) expiration of the project's development agreement, or (ii) eight consecutive reporting periods showing that the fully built project has met the performance standard. However, compliance reporting for the City's TDM Program shall continue to be required.</p> <p>If the additional TDM measures do not achieve the performance standard, then the City shall impose additional measures to reduce vehicle trips as prescribed under the development agreement, which may include on-site or off-site capital improvements intended to reduce vehicle trips from the project. Capital measures may include, but are not limited to, peak period or all-day transit-only lanes (e.g., along 22nd Street), turn pockets, bus bulbs, queue jumps, turn restrictions, pre-paid boarding pass machines, and/or boarding islands, or other measures that support sustainable trip making.</p> <p>The monitoring and reporting plan described above may be modified by the Environmental Review Officer in coordination with the SFMTA to account for transit route or transportation network changes, or major changes to the development program. The modification of the monitoring and reporting plan, however, shall not change the performance standard set forth in this mitigation measure.</p>				

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
EIR Section 4.E Transportation and Circulation (cont.)				
<p>Mitigation Measure M-TR-7: Improve Pedestrian Facilities at the Intersection of Illinois Street/22nd Street</p> <p>In the event that the Pier 70 Mixed-Use District project does not implement improvements at the intersection of Illinois Street/22nd Street, as part of the proposed project's sidewalk improvements on the east side of Illinois Street between 22nd and 23rd streets, the project sponsor shall work with SFMTA to implement the following improvements:</p> <ul style="list-style-type: none"> • Install a traffic signal, including pedestrian countdown signal heads at the intersection of Illinois Street/22nd Street. • Stripe marked crosswalks in the continental design. • Construct/reconstruct ADA compliant curb ramps at the four corners, as necessary. <p>In the event that the Pier 70 Mixed-Use District project does not implement these improvements, the project sponsor shall be responsible for costs associated with design and implementation of these improvements. The SFMTA shall determine whether the SFMTA or the project sponsor would implement these improvements.</p>	Project sponsor and SFMTA	Ongoing during project construction	ERO or other Planning Department staff along with SFMTA	Considered complete when intersection improvement is complete
EIR Section 4.F Noise and Vibration				
<p>Mitigation Measure M-NO-1: Construction Noise Control Measures</p> <p>The project sponsor shall implement construction noise controls as necessary to ensure compliance with the Noise Ordinance limits and to reduce construction noise levels at sensitive receptor locations to the degree feasible. Noise reduction strategies that could be implemented include, but are not limited to, the following:</p> <ul style="list-style-type: none"> • Require the general contractor to ensure that equipment and trucks used for project construction utilize the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures, and acoustically-attenuating shields or shrouds). • Require the general contractor to locate stationary noise sources (such as the rock/concrete crusher, or compressors) as far from adjacent or nearby sensitive receptors as possible, to muffle such noise sources, and/or to construct barriers around such sources and/or the construction site, which could reduce construction noise by as much as 5 dBA. To further reduce noise, the contractor shall locate stationary equipment in pit areas or excavated areas, to the maximum extent practicable. • Require the general contractor to use impact tools (e.g., jack hammers, pavement breakers, and rock drills) that are hydraulically or electrically powered wherever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools. Where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used, along with external noise jackets on the tools, which would reduce noise levels by as much as 10 dBA. 	Project sponsor and construction contractor	During the construction period for all measures, and prior to the issuance of each building permit for submittal of a plan to track and respond to complaints pertaining to construction noise	Planning Department, Department of Building Inspection (as requested and/or on complaint basis), Police Department (on complaint basis).	Considered complete at the completion of project construction

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
EIR Section 4.F Noise and Vibration (cont.)				
<p>Include noise control requirements for construction equipment and tools, including specifically concrete saws, in specifications provided to construction contractors. Such requirements could include, but are not limited to, erecting temporary plywood noise barriers around a construction site, particularly where a site adjoins noise-sensitive uses; utilizing noise control blankets on a building structure as the building is erected to reduce noise levels emanating from the construction site; performing all work in a manner that minimizes noise; using equipment with effective mufflers; undertaking the most noisy activities during times of least disturbance to surrounding residents and occupants; and selecting haul routes that avoid residential uses.</p> <ul style="list-style-type: none"> • Prior to the issuance of each building permit, along with the submission of construction documents, submit to the Planning Department and Department of Building Inspection or the Port, as appropriate, a plan to track and respond to complaints pertaining to construction noise. The plan shall include the following measures: (1) a procedure and phone numbers for notifying the San Francisco Department of Building Inspection or the Port, the Department of Public Health, and the Police Department (during regular construction hours and off-hours); (2) a sign posted onsite describing permitted construction days and hours, noise complaint procedures, and a complaint hotline number that shall be answered at all times during construction; (3) designation of an onsite construction compliance and enforcement manager for the project; and (4) notification of neighboring residents and non residential building managers within 300 feet of the project construction area at least 30 days in advance of extreme noise-generating activities (such as pile driving and blasting) about the estimated duration of the activity. • Wherever pile driving or controlled rock fragmentation/rock drilling is proposed to occur, the construction noise controls shall include as many of the following control strategies as feasible: <ul style="list-style-type: none"> – Implement “quiet” pile-driving technology such as pre-drilling piles where feasible to reduce construction-related noise and vibration. – Use pile-driving equipment with state-of-the-art noise shielding and muffling devices. – Use pre-drilled or sonic or vibratory drivers, rather than impact drivers, wherever feasible (including slipways) and where vibration-induced liquefaction would not occur. – Schedule pile-driving activity for times of the day that minimize disturbance to residents as well as commercial uses located onsite and nearby. – Erect temporary plywood or similar solid noise barriers along the boundaries of each project block as necessary to shield affected sensitive receptors. – Implement other equivalent technologies that emerge over time. – If controlled rock fragmentation (including rock drills) were to occur at the same time as pile driving activities in the same area and in proximity to noise-sensitive receptors, pile drivers should be set back at least 100 feet while rock drills should be set back at least 50 feet (or vice-versa) from any given sensitive receptor. 				

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.F Noise and Vibration (cont.)				
<ul style="list-style-type: none"> If blasting is done as part of controlled rock fragmentation, use of blasting mats and reducing blast size shall be implemented to the extent feasible in order to minimize noise impacts on nearby sensitive receptors. 				
<p>Mitigation Measure M-NO-4a: Construction Vibration Monitoring</p> <p>The project sponsor shall undertake a monitoring program to ensure that construction-related vibration does not exceed 0.5 in/sec PPV at the Boiler Stack, the American Industrial Center South building, and the Western Sugar Warehouses as required pursuant to Mitigation Measures M-NO-4b (Vibration Control Measures During Controlled Blasting and Pile Driving), M-NO-4c (Vibration Control Measures During Use of Vibratory Equipment), and M-CR-5e (Historic Preservation Plan and Review Process for Alteration of the Boiler Stack). The monitoring program shall include the following components:</p> <ul style="list-style-type: none"> Prior to any controlled blasting, pile driving, or use of vibratory construction equipment (vibration-inducing construction), the project sponsor shall engage a historic architect or qualified historic preservation professional and a qualified acoustical/vibration consultant or structural engineer to undertake a pre-construction survey of the Boiler Stack, the American Industrial Center South building, and the Western Sugar Warehouses to document and photograph the buildings' existing conditions. Based on the construction and condition of the resource, a structural engineer or other qualified entity shall establish a maximum vibration level that shall not be exceeded based on existing conditions, character-defining features, soils conditions and anticipated construction practices in use at the time. The qualified consultant shall conduct regular periodic inspections of each historical resource within 80 feet of vibration-inducing construction throughout the duration of vibration-inducing construction. The pre-construction survey and inspections shall be conducted in concert with the Historic Preservation Plan required pursuant to Mitigation Measure M-CR-5e, Historic Preservation Plan and Review Process for Alteration of the Boiler Stack. Prior to the start of any vibration-inducing construction, the qualified acoustical/vibration consultant or structural engineer shall undertake a pre-construction survey of any offsite structures or onsite structures constructed by the project within 80 feet of such vibration inducing construction. The qualified acoustical/vibration consultant or structural engineer shall conduct periodic inspections of all other non-historic structures throughout the duration of vibration inducing construction. The qualified historic and acoustical/structural consultant shall submit monitoring reports to San Francisco Planning documenting vibration levels and findings from regular inspections. Based on planned construction activities for the project and condition of the adjacent structures, an acoustical consultant shall monitor vibration levels at each structure and shall prohibit vibration inducing construction activities that generate vibration levels in excess of 0.5 in/sec PPV. Should vibration levels be observed in excess of 0.5 in/sec PPV or should damage to any structure be observed, construction shall be halted and alternative 	Project sponsor, structural engineer, and preservation architect	<p>Pre-Construction Assessment and Vibration Management and Monitoring Plan to be completed prior to issuance of site permit, demolition permit, or any other construction permit from the Department of Building Inspection in connection with the Boiler Stack, the American Industrial Center South building, and the Western Sugar Warehouses.</p> <p>Monitoring to occur during the period of major structural project construction activity, including demolition and excavation. If monitoring detects vibration levels in excess of the standard, sponsor to notify the Planning Department within 5 working days.</p> <p>Monitoring reports to be submitted at a frequency established in the monitoring plan.</p>	Planning Department Preservation Technical Specialist shall review and approve the Vibration Management and Monitoring Plan and periodic monitoring reports	Considered complete upon submittal to Planning Department of report on the Vibration Management and Monitoring Plan and effects, if any, on adjacent historical resources, after all major structural project construction activity, including demolition and excavation

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
EIR Section 4.F Noise and Vibration (cont.)				
construction techniques put in practice, to the extent feasible. For example, smaller, lighter equipment might be able to be used or pre-drilled piles could be substituted for driven piles, if soil conditions allow.				
<p>Mitigation Measure M-NO-4b: Vibration Control Measures During Controlled Blasting and Pile Driving</p> <p>Vibration controls shall be specified to ensure that the vibration limit of 0.5 in/sec PPV can be met at all nearby structures when all potential construction-related vibration sources (onsite and offsite) are considered. These controls could include smaller charge sizes if controlled blasting is used, pre-drilling pile holes, using the pulse plasma fragmentation technique, or using smaller vibratory equipment. This vibration limit shall be coordinated with vibration limits required under Mitigation Measure M-BI-4, Fish and Marine Mammal Protection during Pile Driving, to ensure that the lowest of the specified vibration limits is ultimately implemented.</p>	Project sponsor and construction contractor	During pile driving and related construction activities	Planning Department, Department of Building Inspection	Considered complete at the completion of project construction
<p>Mitigation Measure M-NO-4c: Vibration Control Measures During Use of Vibratory Equipment</p> <p>In areas with a "very high" or "high" susceptibility for vibration-induced liquefaction or differential settlement risks, as part of subsequent site-specific geotechnical investigations, the project's geotechnical engineer shall specify an appropriate vibration limit based on proposed construction activities and proximity to liquefaction susceptibility zones. At a minimum, the vibration limit shall not exceed 0.5 in/sec PPV, unless the geotechnical engineer demonstrates, to the satisfaction of the Environmental Review Officer (ERO), that a higher vibration limit would not result in building damage. The geotechnical engineer shall specify construction practices (such as using smaller equipment or pre-drilling pile holes) required to ensure that construction-related vibration does not cause liquefaction hazards at nearby structures. The project sponsor shall ensure that all construction contractors comply with these specified construction practices. This vibration limit shall be coordinated with vibration limits required under Mitigation Measure M-BI-4, Fish and Marine Mammal Protection during Pile Driving, to ensure that the lowest of the specified vibration limits is ultimately implemented.</p>	Project sponsor, geotechnical engineer, and construction contractor	Plan submitted to ERO prior to use of vibratory equipment	ERO, Planning Department, and Department of Building Inspection	Considered complete at the completion of project construction
<p>Mitigation Measure M-NO-5: Stationary Equipment Noise Controls</p> <p>For all stationary equipment on the project site, noise attenuation measures shall be incorporated into the design of fixed stationary noise sources to ensure that the noise levels meet section 2909 of the San Francisco Police Code. A qualified acoustical engineer or consultant shall verify the ambient noise level based on noise monitoring and shall design the stationary equipment to ensure that the following requirements of the noise ordinance are met:</p> <ul style="list-style-type: none"> Fixed stationary equipment shall not exceed 5 dBA above the ambient noise level at the property plane at the closest residential uses (Blocks 1, 5 - 8, 13 and possibly Blocks 4, 9, 12, and 14, depending on the use ultimately developed) and 8 dBA on blocks where commercial/industrial uses are developed (Blocks 2, 3, 10, 11, and possibly Blocks 4, 12, and 14, depending on the use ultimately developed); 	Project sponsor and qualified acoustical engineer or consultant	Prior to approval of a building permit	ERO, Planning Department, and Department of Building Inspection	Considered complete at the completion of project construction

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
EIR Section 4.F Noise and Vibration (cont.)				
<ul style="list-style-type: none"> Stationary equipment shall be designed to ensure that the interior noise levels at adjacent or nearby sensitive receptors (residential, hotel, and childcare receptors) do not exceed 45 dBA. <p>Noise attenuation measures could include installation of critical grade silencers, sound traps on radiator exhaust, provision of sound enclosures/barriers, addition of roof parapets to block noise, increasing setback distances from sensitive receptors, provision of intake louvers or louvered vent openings, location of vent openings away from adjacent residential uses, and restriction of generator testing to the daytime hours.</p> <p>The project sponsor shall demonstrate to the satisfaction of the Environmental Review Officer (ERO) that noise attenuation measures have been incorporated into the design of all fixed stationary noise sources to meet these limits prior to approval of a building permit.</p>				
<p>Mitigation Measure M-NO-8: (Dependent on approval of Proposed Project OR Project Variant)</p> <p>Proposed Project:</p> <p>Mitigation Measure M-NO-8: Design of Future Noise-Sensitive Uses</p> <p>Prior to issuance of a building permit for vertical construction of a residential building or a building with childcare or hotel uses, a qualified acoustical consultant shall conduct a noise study to determine the need to incorporate noise attenuation features into the building design in order to meet a 45-dBA interior noise limit. This evaluation shall be based on noise measurements taken at the time of the building permit application and the future cumulative traffic (year 2040) noise levels expected on roadways located on or adjacent to the project site (i.e., 67 dBA on Illinois Street, 66 dBA on 22nd Street, 60 dBA on Humboldt Street, and 64 dBA on 23rd Street at 50 feet from roadway centerlines) to identify the STC ratings required to meet the 45-dBA interior noise level. The noise study and its recommendations and attenuation measures shall be incorporated into the final design of the building and shall be submitted to the San Francisco Department of Building Inspection for review and approval. The project sponsor shall implement recommended noise attenuation measures from the approved noise study as part of final project design for buildings that would include residential, hotel, and childcare uses.</p>	Project sponsor and qualified acoustical consultant	Prior to issuance of a building permit for vertical construction of a residential building or a building with childcare or hotel uses	San Francisco Department of Building Inspection	Considered complete upon approval of final project design for buildings
<p>Project Variant:</p> <p>Mitigation Measure M-NO-8 (Variant): Design of Future Noise-Sensitive Uses</p> <p>Prior to issuance of a building permit for vertical construction of a residential building or a building with childcare or hotel uses, a qualified acoustical consultant shall conduct a noise study to determine the need to incorporate noise attenuation features into the building design in order to meet a 45-dBA interior noise limit. This evaluation shall be based on noise measurements taken at the time of the building permit application and the future cumulative traffic (year 2040) noise levels expected on roadways located on or adjacent to</p>	Project sponsor and qualified acoustical consultant	Prior to issuance of a building permit for vertical construction of a residential building or a building with childcare or hotel uses	San Francisco Department of Building Inspection	Considered complete upon approval of final project design for buildings

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
EIR Section 4.F Noise and Vibration (cont.)				
the project site (i.e., 67 dBA on Illinois Street, 66 dBA on 22nd Street, 61 dBA on Humboldt Street, and 64 dBA on 23rd Street at 50 feet from roadway centerlines) to identify the STC ratings required to meet the 45-dBA interior noise level. The noise study and its recommendations and attenuation measures shall be incorporated into the final design of the building and shall be submitted to the San Francisco Department of Building Inspection for review and approval. The project sponsor shall implement recommended noise attenuation measures from the approved noise study as part of final project design for buildings that would include residential, hotel, and childcare uses.				
EIR Section 4.G Air Quality				
<p>Mitigation Measure M-AQ-2a: Construction Emissions Minimization</p> <p>The project sponsor or the project sponsor's contractor shall comply with the following:</p> <p>A. Engine Requirements.</p> <ol style="list-style-type: none"> 1. The project sponsor shall also ensure that all on-road heavy-duty diesel trucks with a gross vehicle weight rating of 19,500 pounds or greater used at the project site (such as haul trucks, water trucks, dump trucks, and concrete trucks) be model year 2010 or newer. 2. All off-road equipment (including water construction equipment used onboard barges) greater than 25 horse power shall have engines that meet Tier 4 Final off-road emission standards. Tugs shall comply with U.S. EPA Tier 3 Marine standards for Marine Diesel Engine Emissions. 3. Since grid power will be available, portable diesel engines shall be prohibited. 4. Renewable diesel shall be used to fuel all diesel engines if it can be demonstrated to the Environmental Review Officer (ERO) that it is compatible with on-road or off-road engines and that emissions of ROG and NOx from the transport of fuel to the project site will not offset its NOx reduction potential. 5. Diesel engines, whether for off-road or on-road equipment, shall not be left idling for more than two minutes, at any location, except as provided in exceptions to the applicable state regulations regarding idling for off-road and on-road equipment (e.g., traffic conditions, safe operating conditions). The contractor shall post legible and visible signs in English, Spanish, and Chinese, in designated queuing areas and at the construction site to remind operators of the two-minute idling limit. 6. The contractor shall instruct construction workers and equipment operators on the maintenance and tuning of construction equipment, and require that such workers and operators properly maintain and tune equipment in accordance with manufacturer specifications. 	Project sponsor and construction contractor(s)	Prior to issuance of a site permit, demolition permit, or any other permit from the Department of Building Inspection, with ongoing compliance with the Construction Emissions Minimization Plan throughout the construction period	ERO to review and approve Construction Emissions Minimization Plan; project sponsor and construction contractor to comply with, and document compliance with, Construction Emissions Minimization Plan as required by the ERO	Construction Emissions Minimization Plan considered complete upon ERO review and acceptance of Plan; measure considered complete upon completion of project construction and submittal to ERO of required documentation

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.G Air Quality (cont.)				
<p>B. Waivers.</p> <p>The ERO may waive the equipment requirements of Subsection (A)(1) if: a particular piece of off-road equipment is technically not feasible; the equipment would not produce desired emissions reduction due to expected operating modes; installation of the equipment would create a safety hazard or impaired visibility for the operator; or, there is a compelling emergency need to use other off-road equipment. If the ERO grants the waiver, the contractor must use the next cleanest piece of off-road equipment, according to the table below.</p> <p>The ERO may waive the equipment requirements of Subsection (A)(2) if: a particular piece of off-road equipment with an engine meeting Tier 4 Final emission standards is not regionally available to the satisfaction of the ERO. If seeking a waiver from this requirement, the project sponsor must demonstrate to the satisfaction of the ERO that the health risks from existing sources, project construction and operation, and cumulative sources do not exceed a total of 10 µg/m3 or 100 excess cancer risks for any onsite or offsite receptor.</p> <p>The ERO may waive the equipment requirements of Subsection (A)(3) if: an application has been submitted to initiate on-site electrical power, portable diesel engines may be temporarily operated for a period of up to three weeks until on site electrical power can be initiated or, there is a compelling emergency.</p> <p>C. Construction Emissions Minimization Plan. Before starting onsite construction activities, the contractor shall submit a Construction Emissions Minimization Plan to the ERO for review and approval. The plan shall state, in reasonable detail, how the contractor will meet the requirements of Section A, Engine Requirements.</p> <ol style="list-style-type: none"> 1. The Construction Emissions Minimization Plan shall include estimates of the construction timeline by phase, with a description of each piece of off-road equipment required for every construction phase. The description may include, but is not limited to: equipment type, equipment manufacturer, equipment identification number, engine model year, engine certification (Tier rating), horsepower, engine serial number, and expected fuel usage and hours of operation. For off-road equipment using alternative fuels, the description shall also specify the type of alternative fuel being used. 2. The project sponsor shall ensure that all applicable requirements of the Construction Emissions Minimization Plan have been incorporated into the contract specifications. The plan shall include a certification statement that the contractor agrees to comply fully with the plan. 3. The contractor shall make the Construction Emissions Minimization Plan available to the public for review onsite during working hours. The contractor shall post at the construction site a legible and visible sign summarizing the plan. The sign shall also state that the public may ask to inspect the plan for the project at any time during working hours and shall explain how to request to inspect the plan. The contractor shall post at least one copy of the sign in a visible location on each side of the construction site facing a public right-of-way. 				

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
EIR Section 4.G Air Quality (cont.)				
<p>D. <i>Monitoring.</i> After start of construction activities, the contractor shall submit quarterly reports to the ERO documenting compliance with the Construction Emissions Minimization Plan. After completion of construction activities and prior to receiving a final certificate of occupancy, the project sponsor shall submit to the ERO a final report summarizing construction activities, including the start and end dates and duration of each construction phase, and the specific information required in the plan.</p>	Project sponsor and construction contractor (s)	Quarterly, after start of construction activities, and within six months of completion of construction activity	Project sponsor/contractor(s) and the ERO	Considered complete upon acceptance of the final report by the ERO
<p>Mitigation Measure M-AQ-2b: Diesel Backup Generator Specifications</p> <p>To reduce NOx associated with operation of the proposed project, the project sponsor shall implement the following measures.</p> <p>A. All new diesel backup generators shall:</p> <ol style="list-style-type: none"> 1. Have engines that meet or exceed California Air Resources Board Tier 4 off-road emission standards which have the lowest NOx emissions of commercially available generators; and 2. Be fueled with renewable diesel, if commercially available², which has been demonstrated to reduce NOx emissions by approximately 10 percent. <p>B. All new diesel backup generators shall have an annual maintenance testing limit of 50 hours, subject to any further restrictions as may be imposed by the Bay Area Air Quality Management District in its permitting process.</p> <p>C. For each new diesel backup generator permit submitted to Bay Area Air Quality Management District for the project, the project sponsor shall submit the anticipated location and engine specifications to the San Francisco Planning Department environmental review officer for review and approval prior to issuance of a permit for the generator from the San Francisco Department of Building Inspection. Once operational, all diesel backup generators shall be maintained in good working order for the life of the equipment and any future replacement of the diesel backup generators shall be required to be consistent with these emissions specifications. The operator of the facility at which the generator is located shall be required to maintain records of the testing schedule for each diesel backup generator for the life of that diesel backup generator and to provide this information for review to the planning department within three months of requesting such information.</p>	Project sponsor, and each facility operator where a generator is located	Ongoing by the project sponsor, and each facility operator where a generator is located	San Francisco Planning Department ERO and BAQQMD	Ongoing for the life of each generator
<p>Mitigation Measure M-AQ-2c: Promote Use of Green Consumer Products</p> <p>The project sponsor shall provide educational programs and/or materials for residential and commercial tenants concerning green consumer products. Prior to receipt of any certificate of final occupancy and every five years thereafter, the project sponsor shall work with the San Francisco Department of Environment to develop electronic correspondence to be distributed by email annually to residential and/or commercial tenants of each building on the project site that</p>	Project sponsor	Prior to certificate of final occupancy and every five years thereafter	San Francisco Department of Environment	Ongoing

² Neste MY renewable Diesel is available in the Bay Area through Western States Oil.

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
EIR Section 4.G Air Quality (cont.)				
encourages the purchase of consumer products that generate lower than typical VOC emissions. The correspondence shall encourage environmentally preferable purchasing and shall include contact information and website links to SF Approved (www.sfapproved.org). This website also may be used as an informational resource by businesses and residents.				
Mitigation Measure M-AQ-2d: Electrification of Loading Docks The project sponsor shall ensure that loading docks for retail, light industrial, or warehouse uses that will receive deliveries from refrigerated transport trucks incorporate electrification hook-ups for transportation refrigeration units to avoid emissions generated by idling refrigerated transport trucks.	Project sponsor and construction contractor	Prior to approval of a building permit	Department of Building Inspection	Considered complete at the completion of project construction
Mitigation Measure M-AQ-2e: Additional Mobile Source Control Measures The following Mobile Source Control Measures from the Bay Area Air Quality Management District's 2010 Clean Air Plan shall be implemented: <ul style="list-style-type: none"> Promote use of clean fuel-efficient vehicles through preferential (designated and proximate to entry) parking and/or installation of charging stations beyond the level required by the City's Green Building code, from 8 to 20 percent. Promote zero-emission vehicles by requesting that any car share program operator include electric vehicles within its car share program to reduce the need to have a vehicle or second vehicle as a part of the TDM program that would be required of all new developments. 	Project sponsor	Prior to approval of a building permit, or approval of design of district parking garage, whichever is first Ongoing during operation of car share programs	Department of Building Inspection for approval of district parking garage	Considered complete at the completion of district parking garage construction Ongoing during operations of car share programs
Mitigation Measure M-AQ-2f: (Dependent on approval of Proposed Project OR Project Variant) Proposed Project: Mitigation Measure M-AQ-2f: Offset Construction and Operational Emissions Prior to issuance of the final certificate of occupancy for the final building associated with Phase 1, the project sponsor, with the oversight of the Environmental Review Officer (ERO), shall either: <ol style="list-style-type: none"> Directly fund or implement a specific offset project within San Francisco to achieve equivalent to a one-time reduction of 13 tons per year of ozone precursors. This offset is intended to offset the combined emissions from construction and operations remaining above significance levels after implementing the other mitigation measures discussed. To qualify under this mitigation measure, the specific emissions offset project must result in emission reductions within the San Francisco Bay Area Air Basin that would not otherwise be achieved through compliance with existing regulatory requirements. A preferred offset project would be one implemented locally within the City and County of San Francisco. Prior to implementing the offset project, it must be approved by the ERO. The project sponsor shall notify the ERO within six (6) months of completion of the offset project for verification; or 	Project Sponsor	Upon completion of construction, and prior to issuance of certificate of occupancy; (within six months of completion of the offset project for verification)	ERO	Complete upon acceptance of fee by BAAQMD

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
EIR Section 4.G Air Quality (cont.)				
<p>(2) Pay mitigation offset fees to the Bay Area Air Quality Management District Bay Area Clean Air Foundation. The mitigation offset fee, currently estimated at approximately \$30,000 per weighted ton, plus an administrative fee of no more than 5 percent of the total offset, shall fund one or more emissions reduction projects within the San Francisco Bay Area Air Basin. The fee will be determined by the planning department, the project sponsor, and the air district, and be based on the type of projects available at the time of the payment. This fee is intended to fund emissions reduction projects to achieve reductions of 13 tons of ozone precursors per year, which is the amount required to reduce emissions below significance levels after implementation of other identified mitigation measures as currently calculated.</p> <p>The offset fee shall be made prior to issuance of the final certificate of occupancy for the final building associated with Phase 1 of the project (or an equivalent of approximately 360,000 square feet of residential, 176,000 square feet of office, 16,000 square feet of retail, 15,000 square feet of PDR, 240,000 square feet of hotel, and 25,000 square feet of assembly) when the combination of construction and operational emissions is predicted to first exceed 54 pounds per day. This offset payment shall total the predicted 13 tons per year of ozone precursors above the 10 ton per year threshold after implementation of Mitigation Measures M-AQ-2a through M-AQ-2e and M-TR-5.</p> <p>The total emission offset amount was calculated by summing the maximum daily construction and operational emissions of ROG and NOX (pounds/day), multiplying by 260 work days per year for construction and 365 days per year for operation, and converting to tons. The amount represents the total estimated operational and construction-related ROG and NOx emissions offsets required.</p> <p>(3) Additional mitigation offset fee. The need for an additional mitigation offset payment shall be determined as part of the performance standard assessment of Mitigation Measure M-TR-5. If at that time, it is determined that implementation of Mitigation Measure M-TR-5 has successfully achieved its targeted trip reduction at project buildout, or the project sponsor demonstrates that the project's emissions upon the earlier of: (a) full build-out or (b) termination of the Development Agreement are less than the 10-ton-per-year thresholds for ROG and NOx, then no further installment shall be required. However, if the performance standard assessment determines that the trip reduction goal has not been achieved, and the project sponsor is unable to demonstrate that the project's emissions upon the earlier of: (a) full build-out or (b) termination of the Development Agreement are less than the 10-ton-per-year thresholds for ROG and NOx, then an additional offset payment shall be made in an amount reflecting the difference in emissions, in tons per year of ROG and NOx, represented by the shortfall in trip reduction.</p>				

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
EIR Section 4.G Air Quality (cont.)				
<p>Documentation of mitigation offset payments, as applicable, shall be provided to the planning department.</p> <p>When paying a mitigation offset fee, the project sponsor shall enter into a memorandum of understanding (MOU) with the Bay Area Air Quality Management District Clean Air Foundation. The MOU shall include details regarding the funds to be paid, the administrative fee, and the timing of the emissions reductions project. Acceptance of this fee by the air district shall serve as acknowledgment and a commitment to (1) implement an emissions reduction project(s) within a time frame to be determined, based on the type of project(s) selected, after receipt of the mitigation fee to achieve the emissions reduction objectives specified above and (2) provide documentation to the planning department and the project sponsor describing the project(s) funded by the mitigation fee, including the amount of emissions of ROG and NOx reduced (tons per year) within the San Francisco Bay Area Air Basin from the emissions reduction project(s). To qualify under this mitigation measure, the specific emissions reduction project must result in emission reductions within the basin that are real, surplus, quantifiable, and enforceable and would not otherwise be achieved through compliance with existing regulatory requirements or any other legal requirement. The requirement to pay such mitigation offset fee shall terminate if the project sponsor is able to demonstrate that the project's emissions upon the earlier of: (a) full build-out or (b) termination of the Development Agreement are less than the 10-ton-per-year thresholds for ROG and NOx.</p>				
<p>Project Variant:</p> <p>Mitigation Measure M-AQ-2f (Variant): Offset Construction and Operational Emissions</p> <p>Prior to issuance of the final certificate of occupancy for the final building associated with Phase 1, the project sponsor, with the oversight of the Environmental Review Officer (ERO), shall either:</p> <p>(1) Directly fund or implement a specific offset project within San Francisco to achieve equivalent to a one-time reduction of 14 tons per year of ozone precursors. This offset is intended to offset the combined emissions from construction and operations remaining above significance levels after implementing the other mitigation measures discussed. To qualify under this mitigation measure, the specific emissions offset project must result in emission reductions within the San Francisco Bay Area Air Basin that would not otherwise be achieved through compliance with existing regulatory requirements. A preferred offset project would be one implemented locally within the City and County of San Francisco. Prior to implementing the offset project, it must be approved by the ERO. The project sponsor shall notify the ERO within six (6) months of completion of the offset project for verification; or</p>	Project Sponsor	Upon completion of construction, and prior to issuance of certificate of occupancy; (within six months of completion of the offset project for verification)	ERO	Complete upon acceptance of fee by BAAQMD

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
EIR Section 4.G Air Quality (cont.)				
<p>(2) Pay mitigation offset fees to the Bay Area Air Quality Management District Bay Area Clean Air Foundation. The mitigation offset fee, currently estimated at approximately \$30,000 per weighted ton, plus an administrative fee of no more than 5 percent of the total offset, shall fund one or more emissions reduction projects within the San Francisco Bay Area Air Basin. The fee will be determined by the planning department, the project sponsor, and the air district, and be based on the type of projects available at the time of the payment. This fee is intended to fund emissions reduction projects to achieve reductions of 14 tons of ozone precursors per year, which is the amount required to reduce emissions below significance levels after implementation of other identified mitigation measures as currently calculated.</p> <p>The offset fee shall be made prior to issuance of the final certificate of occupancy for the final building associated with Phase 1 of the project (or an equivalent of approximately 360,000 square feet of residential, 176,000 square feet of office, 16,000 square feet of retail, 15,000 square feet of PDR, 240,000 square feet of hotel, and 25,000 square feet of assembly) when the combination of construction and operational emissions is predicted to first exceed 54 pounds per day. This offset payment shall total the predicted 14 tons per year of ozone precursors above the 10 ton per year threshold after implementation of Mitigation Measures M-AQ-2a through M-AQ-2e and M-TR-5.</p> <p>The total emission offset amount was calculated by summing the maximum daily construction and operational emissions of ROG and NOx (pounds/day), multiplying by 260 work days per year for construction and 365 days per year for operation, and converting to tons. The amount represents the total estimated operational and construction-related ROG and NOx emissions offsets required.</p> <p>(3) Additional mitigation offset fee. The need for an additional mitigation offset payment shall be determined as part of the performance standard assessment of Mitigation Measure M-TR-5. If at that time, it is determined that implementation of Mitigation Measure M-TR-5 has successfully achieved its targeted trip reduction at project buildout, or the project sponsor demonstrates that the project's emissions upon the earlier of: (a) full build-out or (b) termination of the Development Agreement are less than the 10-ton-per-year thresholds for ROG and NOx, then no further installment shall be required. However, if the performance standard assessment determines that the trip reduction goal has not been achieved, and the project sponsor is unable to demonstrate that the project's emissions upon the earlier of: (a) full build-out or (b) termination of the Development Agreement are less than the 10-ton-per-year thresholds for ROG and NOx, then an additional offset payment shall be made in an amount reflecting the difference in emissions, in tons per year of ROG and NOx, represented by the shortfall in trip reduction.</p> <p>Documentation of mitigation offset payments, as applicable, shall be provided to the planning department.</p>				

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
EIR Section 4.G Air Quality (cont.)				
When paying a mitigation offset fee, the project sponsor shall enter into a memorandum of understanding (MOU) with the Bay Area Air Quality Management District Clean Air Foundation. The MOU shall include details regarding the funds to be paid, the administrative fee, and the timing of the emissions reductions project. Acceptance of this fee by the air district shall serve as acknowledgment and a commitment to (1) implement an emissions reduction project(s) within a time frame to be determined, based on the type of project(s) selected, after receipt of the mitigation fee to achieve the emissions reduction objectives specified above and (2) provide documentation to the planning department and the project sponsor describing the project(s) funded by the mitigation fee, including the amount of emissions of ROG and NOx reduced (tons per year) within the San Francisco Bay Area Air Basin from the emissions reduction project(s). To qualify under this mitigation measure, the specific emissions reduction project must result in emission reductions within the basin that are real, surplus, quantifiable, and enforceable and would not otherwise be achieved through compliance with existing regulatory requirements or any other legal requirement. The requirement to pay such mitigation offset fee shall terminate if the project sponsor is able to demonstrate that the project's emissions upon the earlier of: (a) full build-out or (b) termination of the Development Agreement are less than the 10-ton-per-year thresholds for ROG and NOx.				
Mitigation Measure AQ-4: Siting of Uses that Emit Toxic Air Contaminants For new development including R&D/life science uses and PDR use or other uses that would be expected to generate toxic air contaminants (TACs) as part of everyday operations, prior to issuance of the certificate of occupancy, the project sponsor shall obtain written verification from the Bay Area Air Quality Management District either that the facility has been issued a permit from the air district, if required by law, or that permit requirements do not apply to the facility. However, since air district could potentially issue multiple separate permits to operate that could cumulatively exceed an increased cancer risk of 10 in one million, the project sponsor shall also submit written verification to the San Francisco Planning Department that increased cancer risk associated with all such uses does not cumulatively exceed 10 in one million at any onsite receptor. This measure shall be applicable, at a minimum, to the following uses and any other potential uses that may emit TACs: gas dispensing facilities; auto body shops; metal plating shops; photographic processing shops; appliance repair shops; mechanical assembly cleaning; printing shops; medical clinics; laboratories, and biotechnology research facilities.	Project sponsor	Prior to issuance of the certificate of occupancy for new development would be expected to generate TACs, (such as R&D uses and PDR uses)	BAAQMD and San Francisco Planning Department	Considered complete at the completion of project construction
Mitigation Measure AQ-5: Include Spare the Air Telecommuting Information in Transportation Welcome Packets The project sponsor shall include dissemination of information on Spare The Air Days within the San Francisco Bay Area Air Basin as part of transportation welcome packets and ongoing transportation marketing campaigns. This information shall encourage employers and employees, as allowed by their workplaces, to telecommute on Spare The Air Days.	Project sponsor	Prior to and during occupancy of commercial uses	ERO	Ongoing

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
EIR Section 4.H Wind and Shadow				
<p>Mitigation Measure M-WS-2: Identification and Mitigation of Interim Hazardous Wind Impacts</p> <p>Prior to the approval of building plans for construction of any proposed building, or a building within a group of buildings to be constructed simultaneously, at a height of 85 feet or greater, the project sponsor (including any subsequent developer) shall submit to the San Francisco Planning Department for review and approval a wind impact analysis of the proposed building(s). The wind impact analysis shall be conducted by a qualified wind consultant. The wind impact analysis shall consist of a qualitative analysis of whether the building(s) under review could result in winds throughout the wind test area (as identified in the EIR) exceeding the 26-mph wind hazard criterion for more hours or at more locations than identified for full project buildout in the EIR. That is, the evaluation shall determine whether partial buildout conditions would worsen wind hazard conditions for the project as a whole. The analysis shall compare the exposure, massing, and orientation of the proposed building(s) to the same building(s) in the representative massing models for the proposed project and shall include any then-existing buildings and those under construction. The wind consultant shall review the proposed building(s) design taking into account feasible wind reduction features including, but not necessarily limited to, inclusion of podium setbacks, terraces, architectural canopies or screens, vertical or horizontal fins, chamfered corners, and other articulations to the building façade. If such building design measures are found not to be effective, landscaping (trees and shrubs), street furniture, and ground-level fences or screens may be considered. Comparable temporary wind reduction features (i.e., those that would be erected on a vacant site and removed when the site is developed) may be considered. The project sponsor shall incorporate into the design of the building(s) any wind reduction features recommended by the qualified wind consultant.</p> <p>If the wind consultant is unable to determine that the building(s) under consideration would not result in a net increase in hazardous wind hours or locations under partial buildout conditions compared to full buildout conditions, the building(s) under review shall undergo wind tunnel testing. The wind tunnel testing shall evaluate the building(s) to determine whether an adverse impact would occur. An adverse wind impact is defined as an aggregate net increase of 1 hour during which, and/or a net increase of 2 locations at which, the wind hazard criterion is exceeded, compared to full buildout conditions identified in the EIR and based on the existing conditions at the time of the subsequent wind tunnel test. As used herein, the existing conditions at the time of the subsequent testing shall include any completed or under construction buildings on the project site. As with the qualitative review above, the evaluation shall determine whether partial buildout conditions would worsen wind hazard conditions for the project as a whole. Accordingly, wind tunnel testing, if required, would include the same test area and test points as were evaluated in the EIR.</p> <p>If the building(s) would result in an adverse impact, as defined herein, additional wind tunnel testing of mitigation strategies would be undertaken until no adverse effect is identified, and the resulting mitigation strategies shall be incorporated into the design of the proposed building(s) and building site(s). All feasible means as determined by the Environmental Review Officer (such as reorienting certain buildings, sculpting buildings to include podiums and terraces or other wind reduction treatments noted above or identified by the qualified wind consultant, or installing landscaping) to eliminate hazardous winds, if predicted, shall be implemented.</p>	Project sponsor, or building developer, and qualified wind consultant	Prior to the approval of building plans for construction of any proposed building, or a building within a group of buildings to be constructed simultaneously, at a height of 85 feet or greater. San Francisco Planning Department and ERO to review and approve scope of work prior to any wind impact analysis or wind tunnel testing	San Francisco Planning Department and ERO	Considered complete at the completion of project construction

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
EIR Section 4.I Biological Resources				
<p>Mitigation Measure M-BI-1: Nesting Bird Protection Measures</p> <p>The project sponsor shall require that all construction contractors implement the following measures for each construction phase to ensure protection of nesting birds and their nests during construction:</p> <ol style="list-style-type: none"> 1. To the extent feasible, conduct initial project activities outside of the nesting season (January 15–August 15). These activities include, but are not limited to: vegetation removal, tree trimming or removal, ground disturbance, building demolition, site grading, and other construction activities that may impact nesting birds or the success of their nests (e.g., controlled rock fragmentation, blasting, or pile driving). 2. For construction activities that occur during the bird nesting season, a qualified wildlife biologist³ shall conduct pre-construction nesting surveys within 14 days prior to the start of construction or demolition at areas that have not been previously disturbed by project activities or after any construction breaks of 14 days or more. Surveys shall be performed for suitable habitat within 100 feet of the project site in order to locate any active passerine (perching bird) nests and within 100 feet of the project site to locate any active raptor (birds of prey) nests, waterbird nesting pairs, or colonies. 3. If active nests protected by federal or state law⁴ are located during the preconstruction bird nesting surveys, a qualified biologist shall evaluate if the schedule of construction activities could affect the active nests and if so, the following measures would apply: <ol style="list-style-type: none"> a. If construction is not likely to affect the active nest, construction may proceed without restriction; however, a qualified biologist shall regularly monitor the nest at a frequency determined appropriate for the surrounding construction activity to confirm there is no adverse effect. The qualified biologist would determine spot-check monitoring frequency on a nest-by-nest basis considering the particular construction activity, duration, proximity to the nest, and physical barriers that may screen activity from the nest. The qualified biologist may revise his/her determination at any time during the nesting season in coordination with the Environmental Review Officer (ERO). b. If it is determined that construction may affect the active nest, the qualified biologist shall establish a no-disturbance buffer around the nest(s) and all project work shall halt within the buffer until a qualified biologist determines the nest is no longer in use. <p>Given the developed condition of the site, initial buffer distances are 100 to 250 feet for passerines and 100 to 500 feet for raptors; however, the qualified biologist may adjust the buffers based on the nature of proposed activities or site specific conditions.</p> 	Project sponsor, construction contractors, and qualified biologist	Not more than 14 days prior to vegetation removal and grading activities that occur between January 15 and August 15	ERO	Complete upon completion of preconstruction nesting bird surveys or completion of vegetation removal and grading activities outside of the bird breeding season

³ Typical experience requirements for a “qualified biologist” include a minimum of four years of academic training and professional experience in biological sciences and related resource management activities, and a minimum of two years of experience conducting surveys for each species that may be present within the project area.

⁴ These would include species protected by FESA, MBTA, CESA, and California Fish and Game Code and does not apply to rock pigeon, house sparrow, or European starling. USFWS and CDFW are the federal and state agencies, respectively, with regulatory authority over protected birds and are the agencies who would be engaged with if nesting occurs onsite and protective buffer distances and/or construction activities within such a buffer would need to be modified while a nest is still active.

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
EIR Section 4.I Biological Resources (cont.)				
<p>c. Modifying nest buffer distances, allowing certain construction activities within the buffer, and/or modifying construction methods in proximity to active nests shall be done at the discretion of the qualified biologist and in coordination with the ERO, who would notify CDFW.</p> <p>d. Any work that must occur within established no-disturbance buffers around active nests shall be monitored by a qualified biologist. If the qualified biologist observes adverse effects in response to project work within the buffer that could compromise the active nest, work within the no-disturbance buffer(s) shall halt until the nest occupants have fledged.</p> <p>e. With some exceptions, birds that begin nesting within the project area amid construction activities are assumed to be habituated to construction-related or similar noise and disturbance levels. Exclusion zones around such nests may be reduced or eliminated in these cases as determined by the qualified biologist in coordination with the ERO, who would notify CDFW. Work may proceed around these active nests as long as the nests and their occupants are not directly impacted.</p>				
<p>Mitigation Measure M-BI-3: Avoidance and Minimization Measures for Bats</p> <p>A qualified biologist⁵ who is experienced with bat surveying techniques (including auditory sampling methods), behavior, roosting habitat, and identification of local bat species shall be consulted prior to demolition or building rehabilitation activities to conduct a pre-construction habitat assessment of the project site (focusing on buildings to be demolished or rehabilitated under the project) to characterize potential bat habitat and identify potentially active roost sites. No further action is required should the pre-construction habitat assessment not identify bat habitat or signs of potentially active bat roosts within the project site (e.g., guano, urine staining, dead bats, etc.).</p> <p>The following measures shall be implemented should potential roosting habitat or potentially active bat roosts be identified during the habitat assessment in buildings to be demolished or rehabilitated under the proposed project:</p> <ol style="list-style-type: none"> 1. In areas identified as potential roosting habitat during the habitat assessment, initial building demolition or rehabilitation shall occur when bats are active, approximately between the periods of March 1 to April 15 and August 15 to October 15, to the extent feasible. These dates avoid the bat maternity roosting season and period of winter <i>torpor</i>.⁶ 2. Depending on temporal guidance as defined below, the qualified biologist shall conduct pre-construction surveys of potential bat roost sites identified during the initial habitat assessment no more than 14 days prior to building demolition or rehabilitation. 	Project sponsor, contractors, and qualified biologist	Not more than 14 days prior to building demolition or rehabilitation	ERO	Complete upon completion of preconstruction roosting bat surveys or completion of building demolition or rehabilitation

⁵ Typical experience requirements for a qualified biologist include a minimum of four years of academic training and professional experience in biological sciences and related resource management activities, and a minimum of two years of experience conducting surveys for each species that may be present within the project area.

⁶ Torpor refers to a state of decreased physiological activity with reduced body temperature and metabolic rate.

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
EIR Section 4.I Biological Resources (cont.)				
<p>3. If active bat roosts or evidence of roosting is identified during pre-construction surveys, the qualified biologist shall determine, if possible, the type of roost and species. A no-disturbance buffer shall be established around roost sites until the qualified biologist determines they are no longer active. The size of the no-disturbance buffer would be determined by the qualified biologist and would depend on the species present, roost type, existing screening around the roost site (such as dense vegetation or a building), as well as the type of construction activity that would occur around the roost site.</p> <p>4. If special-status bat species or maternity or hibernation roosts are detected during these surveys, appropriate species- and roost-specific avoidance and protection measures shall be developed by the qualified biologist in coordination with the California Department of Fish and Wildlife. Such measures may include postponing the removal of buildings or structures, establishing exclusionary work buffers while the roost is active (e.g., 100-foot no-disturbance buffer), or other avoidance measures.</p> <p>5. The qualified biologist shall be present during building demolition or rehabilitation if potential bat roosting habitat or active bat roosts are present. Buildings with active roosts shall be disturbed only under clear weather conditions when precipitation is not forecast for three days and when daytime temperatures are at least 50 degrees Fahrenheit.</p> <p>6. The demolition or rehabilitation of buildings containing or suspected to contain bat roosting habitat or active bat roosts shall be done under the supervision of the qualified biologist. When appropriate, buildings shall be partially dismantled to significantly change the roost conditions, causing bats to abandon and not return to the roost, likely in the evening and after bats have emerged from the roost to forage. Under no circumstances shall active maternity roosts be disturbed until the roost disbands at the completion of the maternity roosting season or otherwise becomes inactive, as determined by the qualified biologist.</p>				
<p>Mitigation Measure M-BI-4: Fish and Marine Mammal Protection during Pile Driving</p> <p>Prior to the start of any in-water construction that would require pile driving, the project sponsor shall prepare a National Marine Fisheries Service-approved sound attenuation monitoring plan to protect fish and marine mammals, and the approved plan shall be implemented during construction. This plan shall provide detail on the sound attenuation system, detail methods used to monitor and verify sound levels during pile driving activities (if required based on projected in-water noise levels), and describe best management practices to reduce impact pile-driving in the aquatic environment to an intensity level less than 183 dB (sound exposure level, SEL) impulse noise level for fish at a distance of 33 feet, and 160 dB (root mean square pressure level, RMS) impulse noise level or 120 dB (RMS) continuous noise level for marine mammals at a distance of 1,640 feet. The plan shall incorporate, but not be limited to, the following best management practices:</p> <ul style="list-style-type: none"> All in-water construction shall be conducted within the established environmental work window between June 1 and November 30, designed to avoid potential impacts to fish species. 	Project sponsor and construction contractors, and qualified acoustical engineer with experience in fish and marine mammal noise protection	Prior to the start of any in-water construction that would require pile driving, during the work window between June 1 and November 30	Planning Department and National Marine Fisheries Service	Complete upon completion of in-water construction that requires pile driving

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
EIR Section 4.I Biological Resources (cont.)				
<ul style="list-style-type: none"> To the extent feasible vibratory pile drivers shall be used for the installation of all support piles. Vibratory pile driving shall be conducted following the U.S. Army Corps of Engineers "Proposed Procedures for Permitting Projects that will Not Adversely Affect Selected Listed Species in California." U. S. Fish and Wildlife Service and National Marine Fisheries Service completed section 7 consultation on this document, which establishes general procedures for minimizing impacts to natural resources associated with projects in or adjacent to jurisdictional waters. A soft start technique to impact hammer pile driving shall be implemented, at the start of each work day or after a break in impact hammer driving of 30 minutes or more, to give fish and marine mammals an opportunity to vacate the area. If during the use of an impact hammer, established National Marine Fisheries Service pile driving thresholds are exceeded, a bubble curtain or other sound attenuation method as described in the National Marine Fisheries Service-approved sound attenuation monitoring plan shall be utilized to reduce sound levels below the criteria described above. If National Marine Fisheries Service sound level criteria are still exceeded with the use of attenuation methods, a National Marine Fisheries Service-approved biological monitor shall be available to conduct surveys before and during pile driving to inspect the work zone and adjacent waters for marine mammals. The monitor shall be present as specified by the National Marine Fisheries Service during impact pile driving and ensure that: <ul style="list-style-type: none"> The safety zones established in the sound monitoring plan for the protection of marine mammals are maintained. Work activities are halted when a marine mammal enters a safety zone and resumed only after the animal has been gone from the area for a minimum of 15 minutes. <p>This noise level limit shall be coordinated with vibration limits required under Mitigation Measures M-NO-4a, Construction Vibration Monitoring, M-NO-4b, Vibration Control Measures During Controlled Blasting and Pile Driving, and M-NO-4c, Vibration Control Measures During Use of Vibratory Equipment, to ensure that the lowest of the specified vibration limits is ultimately implemented.</p>				
<p>Mitigation Measure M-BI-7: Compensation for Fill of Jurisdictional Waters</p> <p>The project sponsor shall provide compensatory mitigation for placement of fill associated with maintenance or installation of new structures in the San Francisco Bay as further determined by the regulatory agencies with authority over the bay during the permitting process.</p> <p>Compensation may include onsite or offsite shoreline improvements or intertidal/subtidal habitat enhancements along San Francisco's waterfront through removal of chemically treated wood material (e.g., pilings, decking, etc.) by pulling, cutting, or breaking off piles at least 1 foot below mudline or removal of other unengineered debris (e.g., concrete-filled drums or large pieces of concrete).</p>	Project sponsor	Prior to project construction and during the permitting process	ERO and regulatory agencies with authority over the bay during the permitting process	Considered complete when bay related fill permits are issued and compensatory mitigation accepted by regulatory agencies

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
Initial Study E.3 Cultural Resources				
<p>Mitigation Measure M-CR-1: Archeological Testing</p> <p>Based on a reasonable presumption that archeological resources may be present within the project site in locations determined to have moderate or high archeological sensitivity, the following measures shall be undertaken to avoid any potentially significant adverse effect from the proposed project on buried or submerged historical resources. The project sponsor shall retain the services of an archeological consultant from the San Francisco rotational Department Qualified Archeological Consultants List maintained by the San Francisco Planning Department archeologist. The project sponsor shall contact the department archeologist to obtain the names and contact information for the next three archeological consultants on the list. The archeological consultant shall undertake an archeological testing program as specified herein. In addition, the consultant shall be available to conduct an archeological monitoring and/or data recovery program if required pursuant to this measure. The archeological consultant's work shall be conducted in accordance with this measure at the direction of the City's appointed project Environmental Review Officer (ERO). All plans and reports prepared by the consultant as specified herein shall be submitted first and directly to the ERO for review and comment, and shall be considered draft reports subject to revision until final approval by the ERO. Archeological monitoring and/or data recovery programs required by this measure could suspend construction of the project for up to a maximum of four weeks. At the direction of the review officer, the suspension of construction can be extended beyond four weeks only if such a suspension is the only feasible means to reduce to a less than significant level potential effects on a significant archeological resource as defined in CEQA Guidelines section 15064.5 (a) and (c).</p>	Project sponsor and Planning Department archeologist or a qualified archeological consultant from the Planning Department pool (archeological consultant)	Archeological consultant shall be retained prior to issuance of site permit from the Department of Building Inspection	Project sponsor to retain a qualified archeological consultant who shall report to the ERO. Qualified archeological consultant will scope archeological testing program with ERO and Planning Department staff archeologist	Considered complete when archeological consultant has approved scope from the ERO for the archeological testing program
<p>Consultation with Descendant Communities: On discovery of an <i>archeological site</i>⁷ associated with descendant Native Americans, the Overseas Chinese, or other potentially interested descendant group an <i>appropriate representative</i>⁸ of the descendant group and the review officer shall be contacted. The representative of the descendant group shall be given the opportunity to monitor archeological field investigations of the site and to offer recommendations to the review officer regarding appropriate archeological treatment of the site, of recovered data from the site, and, if applicable, any interpretative treatment of the associated archeological site. A copy of the Final Archeological Resources Report shall be provided to the representative of the descendant group.</p>	Project sponsor and/or archeological consultant	Throughout the duration of ground-disturbing activities	Project sponsor and/or archeological consultant to submit record of consultation as part of Final Archeological Resources Report, if applicable	Considered complete upon submittal to ERO of Final Archeological Resources Report, if applicable

⁷ The term archeological site is intended here to minimally include any archeological deposit, feature, burial, or evidence of burial.

⁸ An appropriate representative of the descendant group is here defined to mean, in the case of Native Americans, any individual listed in the current Native American Contact List for the City and County of San Francisco maintained by the California Native American Heritage Commission and in the case of the Overseas Chinese, the Chinese Historical Society of America. An appropriate representative of other descendant groups should be determined in consultation with the Department archeologist.

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
Initial Study E.3 Cultural Resources (cont.)				
<p>Archeological Testing Program. The archeological consultant shall prepare and submit to the review officer for review and approval an archeological testing plan. The archeological testing program shall be conducted in accordance with the approved archeological testing plan. The archeological testing plan shall identify the property types of the expected archeological resource(s) that potentially could be adversely affected by the proposed project, the testing method to be used, and the locations recommended for testing. The purpose of the archeological testing program will be to determine to the extent possible the presence or absence of archeological resources and to identify and to evaluate whether any archeological resource encountered on the site constitutes an historical resource under CEQA.</p>	Project sponsor/ archeological consultant at the direction of the ERO.	Prior to any soils-disturbing activities on the project site.	Consultant Archeologist shall prepare and submit draft ATP to the ERO. ATP to be submitted and reviewed by the ERO prior to any soils disturbing activities on the project site.	<p>Date ATP submitted to the ERO: _____</p> <p>Date ATP approved by the ERO: _____</p> <p>Date of initial soils disturbing activities: _____</p>
<p>At the completion of the archeological testing program, the archeological consultant shall submit a written report of the findings to the review officer. If based on the archeological testing program the archeological consultant finds that significant archeological resources may be present, the review officer in consultation with the archeological consultant shall determine if additional measures are warranted. Additional measures that may be undertaken include additional archeological testing, archeological monitoring, and/or an archeological data recovery program. No archeological data recovery shall be undertaken without the prior approval of the review officer or the planning department archeologist. If the review officer determines that a significant archeological resource is present and that the resource could be adversely affected by the proposed project, at the discretion of the project sponsor either:</p> <p>A. The proposed project shall be re-designed so as to avoid any adverse effect on the significant archeological resource; or</p> <p>B. A data recovery program shall be implemented, unless the review officer determines that the archeological resource is of greater interpretive than research significance and that interpretive use of the resource is feasible.</p>	Project sponsor/ archeological consultant at the direction of the ERO.	After completion of the Archeological Testing Program.	Archeological consultant shall submit report of the findings of the ATP to the ERO.	<p>Date archeological findings report submitted to the ERO: _____</p> <p>ERO determination of significant archeological resource present? Y N</p> <p>Would resource be adversely affected? Y N</p> <p>Additional mitigation to be undertaken by project sponsor? Y N</p>
<p>Archeological Monitoring Program. If the review officer in consultation with the archeological consultant determines that an archeological monitoring program shall be implemented the archeological monitoring program shall minimally include the following provisions:</p> <ul style="list-style-type: none"> The archeological consultant, project sponsor, and review officer shall meet and consult on the scope of the archeological monitoring plan reasonably prior to any project-related soils disturbing activities commencing. The review officer in consultation with the archeological consultant shall determine what project activities shall be archeologically monitored. In most cases, any soils- disturbing activities, such as demolition, foundation removal, excavation, grading, utilities installation, foundation work, driving of piles (foundation, shoring, etc.), site remediation, etc., shall require archeological monitoring because of the risk these activities pose to potential archeological resources and to their depositional context; 	Project sponsor/ archeological consultant/ archeological monitor/ contractor(s), at the direction of the ERO.	ERO and archeological consultant shall meet prior to commencement of soils-disturbing activity. If the ERO determines that an Archeological Monitoring Program is necessary, monitor throughout all soils-disturbing activities.	Project sponsor/ archeological consultant/ archeological monitor/ contractor(s) shall implement the AMP, if required by the ERO.	<p>AMP required? Y N</p> <p>Date: _____</p> <p>Date AMP submitted to the ERO: _____</p> <p>Date AMP approved by the ERO: _____</p>

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/ Reporting Responsibility	Monitoring Actions/ Schedule and Verification of Compliance
Initial Study E.3 Cultural Resources (cont.)				
<ul style="list-style-type: none"> The archeological consultant shall advise all project contractors to be on the alert for evidence of the presence of the expected resource(s), of how to identify the evidence of the expected resource(s), and of the appropriate protocol in the event of apparent discovery of an archeological resource; The archeological monitor(s) shall be present on the project site according to a schedule agreed upon by the project sponsor, archeological consultant, and the Environmental Review Officer (ERO) until the review officer has, in consultation with project archeological consultant, determined that project construction activities could have no effects on significant archeological deposits; The archeological monitor shall record and be authorized to collect soil samples and artifactual/ecofactual material as warranted for analysis; If an intact archeological deposit is encountered, all soils-disturbing activities in the vicinity of the deposit shall cease. The archeological monitor shall be empowered to temporarily redirect demolition/excavation/pile driving/construction activities and equipment until the deposit is evaluated. If in the case of pile driving or deep foundation activities (foundation, shoring, etc.), the archeological monitor has cause to believe that the pile driving or deep foundation activities may affect an archeological resource, the pile driving or deep foundation activities shall be terminated until an appropriate evaluation of the resource has been made in consultation with the review officer. The archeological consultant shall immediately notify the review officer of the encountered archeological deposit. The archeological consultant shall make a reasonable effort to assess the identity, integrity, and significance of the encountered archeological deposit, and present the findings of this assessment to the ERO. <p>Whether or not significant archeological resources are encountered, the archeological consultant shall submit a written report of the findings of the monitoring program to the ERO.</p>				<p>Date AMP implementation complete: _____</p> <p>Date written report regarding findings of the AMP received: _____</p>
<p>Archeological Data Recovery Program. The archeological data recovery program shall be conducted in accord with an archeological data recovery plan. The archeological consultant, project sponsor, and ERO shall meet and consult on the scope of the archeological data recovery plan prior to preparation of a draft plan. The archeological consultant shall submit a draft plan to the ERO. The archeological data recovery plan shall identify how the proposed data recovery program will preserve the significant information the archeological resource is expected to contain. That is, the archeological data recovery plan will identify what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. Data recovery, in general, should be limited to the portions of the historical property that could be adversely affected by the proposed project. Destructive data recovery methods shall not be applied to portions of the archeological resources if nondestructive methods are practical.</p>	Archeological consultant, as directed by the ERO	If there is a determination that an ADRP program is required, conduct ADRP throughout all soils-disturbing activities.	Project sponsor/ archeological consultant/ archeological monitor/ contractor(s) shall prepare an ADRP if required by the ERO.	<p>ADRP required? Y N</p> <p>Date: _____</p> <p>Date of scoping meeting for ARDP: _____</p> <p>Date Draft ARDP submitted to the ERO: _____</p>

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
Initial Study E.3 Cultural Resources (cont.)				
<p>The scope of the archeological data recovery plan shall include the following elements:</p> <ul style="list-style-type: none"> • <i>Field Methods and Procedures.</i> Descriptions of proposed field strategies, procedures, and operations. • <i>Cataloguing and Laboratory Analysis.</i> Description of selected cataloguing system and artifact analysis procedures. • <i>Discard and Deaccession Policy.</i> Description of and rationale for field and post-field discard and deaccession policies. • <i>Interpretive Program.</i> Consideration of an onsite/offsite public interpretive program during the course of the archeological data recovery program. • <i>Security Measures.</i> Recommended security measures to protect the archeological resource from vandalism, looting, and non-intentionally damaging activities. • <i>Final Report.</i> Description of proposed report format and distribution of results. • <i>Curation.</i> Description of the procedures and recommendations for the curation of any recovered data having potential research value, identification of appropriate curation facilities, and a summary of the accession policies of the curation facilities. 				<p>Date ARDP approved by the ERO:</p> <p>_____</p> <p>Date ARDP implementation complete:</p> <p>_____</p>
<p>Human Remains, Associated or Unassociated Funerary Objects. The treatment of human remains and of associated or unassociated funerary objects discovered during any soils disturbing activity shall comply with applicable state and federal laws, including immediate notification of the Office of the Chief Medical Examiner of the City and County of San Francisco and in the event of the medical examiner's determination that the human remains are Native American remains, notification of the California State Native American Heritage Commission who shall appoint a Most Likely Descendant (Public Resource Code section 5097.98). The ERO shall also be immediately notified upon discovery of human remains. The archeological consultant, project sponsor, ERO, and a most likely descendant shall have up to but not beyond six days after the discovery to make all reasonable efforts to develop an agreement for the treatment of human remains and associated or unassociated funerary objects with appropriate dignity (CEQA Guidelines section 15064.5(d)). The agreement should take into consideration the appropriate excavation, removal, recordation, analysis, curation, possession, and final disposition of the human remains and associated or unassociated funerary objects. Nothing in existing state regulations or in this mitigation measure compels the project sponsor and the ERO to accept recommendations of a most likely descendant. The archeological consultant shall retain possession of any Native American human remains and associated or unassociated burial objects until completion of any scientific analyses of the human remains or objects as specified in the treatment agreement if such as agreement has been made or, otherwise, as determined by the archeological consultant and the ERO. If no agreement is reached, state regulations shall be followed including the reburial of the human remains and associated burial objects with appropriate dignity on the property in a location not subject to further subsurface disturbance (Public Resource Code section 5097.98).</p>	Project sponsor, contractor, Planning Department's archeologist or archaeological consultant, and ERO	Throughout the duration of ground-disturbing activities	Project sponsor to notify ERO, Coroner, and, if applicable, NAHC of any discovery of human remains	Considered complete upon completion of ground-disturbing activities

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
Initial Study E.3 Cultural Resources (cont.)				
<p>Final Archeological Resources Report. The archeological consultant shall submit a Draft Final Archeological Resources Report to the ERO that evaluates the historical significance of any discovered archeological resource and describes the archeological and historical research methods employed in the archeological testing/recovery program(s) undertaken. Information that may put at risk any archeological resource shall be provided in a separate removable insert within the final report.</p> <p>Once approved by the ERO, copies of the Final Archeological Resources Report shall be distributed as follows: California Historical Resource Information System Northwest Information Center shall receive one (1) copy and the ERO shall receive a copy of the transmittal of the report to the Northwest Information Center. The San Francisco Planning Department Environmental Planning Division shall receive one bound, one unbound and one unlocked, searchable PDF copy on CD of the report along with copies of any formal site recordation forms (California Department of Parks and Recreation 523 form) and/or documentation for nomination to the National Register of Historic Places/California Register of Historical Resources. In instances of high public interest in or the high interpretive value of the resource, the ERO may require a different final report content, format, and distribution than that presented above.</p>	Archeological consultant	Prior to the issuance of the last certificate of occupancy for the proposed project	ERO	Considered complete upon submittal to ERO and other repositories identified in mitigation measure of Final Archeological Resources Report
<p>Mitigation Measure M-CR-3: Tribal Cultural Resources Interpretive Program</p> <p>If the ERO determines that a significant archeological resource is present, and if in consultation with the affiliated Native American tribal representatives, the review officer determines that the resource constitutes a tribal cultural resource and that the resource could be adversely affected by the proposed project, the proposed project shall be redesigned so as to avoid any adverse effect on the significant tribal cultural resource, if feasible. If the ERO, in consultation with the affiliated Native American tribal representatives, determines that preservation-in-place of the tribal cultural resources is not a sufficient or feasible option, the project sponsor shall implement an interpretive program of the tribal cultural resource in consultation with affiliated tribal representatives. An interpretive plan produced in consultation with the ERO and affiliated tribal representatives, at a minimum, and approved by the ERO would be required to implement the interpretive program. The plan shall identify, as appropriate, proposed locations for installations or displays, the proposed content and materials of those displays or installation, the producers or artists of the displays or installation, and a long-term maintenance program. The interpretive program may include artist installations, preferably by local Native American artists, oral histories with local Native Americans, artifacts displays and interpretation, and educational panels or other informational displays.</p>	Project sponsor in consultation with tribal representative(s), as directed by the ERO	If directed by the ERO to implement an interpretive program, approval of interpretive plan prior to the issuance of the certificate of occupancy for the proposed building affecting the relevant Tribal Cultural Resource	ERO	Considered complete upon implementation of any required interpretive program

TABLE A (CONTINUED)
MITIGATION MEASURES ADOPTED AS CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT AND PROJECT VARIANT

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
Initial Study E.13 Geology and Soils				
<p>Mitigation Measure M-GE-6: Paleontological Resources Monitoring and Mitigation Program</p> <p>Prior to issuance of a building permit for construction activities that would disturb the deep fill area, where Pleistocene-aged sediments, which may include Colma Formation, bay mud, bay clay, and older beach deposits (based on the site-specific geotechnical investigation or other available information) may be present, the project sponsor shall retain the services of a qualified paleontological consultant having expertise in California paleontology to design and implement a Paleontological Resources Monitoring and Mitigation Program. The program shall specify the timing and specific locations where construction monitoring would be required; inadvertent discovery procedures; sampling and data recovery procedures; procedures for the preparation, identification, analysis, and curation of fossil specimens and data recovered; preconstruction coordination procedures; and procedures for reporting the results of the monitoring program. The program shall be consistent with the Society for Vertebrate Paleontology Standard Guidelines for the mitigation of construction-related adverse impacts to paleontological resources and the requirements of the designated repository for any fossils collected.</p> <p>During construction, earth-moving activities that have the potential to disturb previously undisturbed native sediment or sedimentary rocks shall be monitored by a qualified paleontological consultant having expertise in California paleontology. Monitoring need not be conducted when construction activities would encounter artificial fill, Young Bay Mud, or non-sedimentary rocks of the Franciscan Complex.</p> <p>If a paleontological resource is discovered, construction activities in an appropriate buffer around the discovery site shall be suspended for a maximum of 4 weeks. At the direction of the Environmental Review Officer (ERO), the suspension of construction can be extended beyond four (4) weeks if needed to implement appropriate measures in accordance with the program, but only if such a suspension is the only feasible means to prevent an adverse impact on the paleontological resource.</p> <p>The paleontological consultant's work shall be conducted at the direction of the City's environmental review officer. Plans and reports prepared by the consultant shall be submitted first and directly to the ERO for review and comment, and shall be considered draft reports subject to revision until final approval by the ERO.</p>	Project sponsor and a qualified paleontological consultant	Prior to issuance of a demolition or building permit	ERO	Considered complete upon completion of project construction

TABLE B
IMPROVEMENT MEASURES ADOPTED AS CONDITIONS OF APPROVAL

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
EIR Section 4.E Transportation and Circulation				
<p>Improvement Measure I-TR-A: Construction Management Plan and Public Updates</p> <ul style="list-style-type: none"> Construction Management Plan—The project sponsor will develop and, upon review and approval by the San Francisco Municipal Transportation Agency (SFMTA) and San Francisco Public Works, implement a Construction Management Plan, addressing transportation-related circulation, access, staging and hours of delivery. The Construction Management Plan would disseminate appropriate information to contractors and affected agencies with respect to coordinating construction activities to minimize overall disruption and ensure that overall circulation in the project area is maintained to the extent possible, with particular focus on ensuring transit, pedestrian, and bicycle connectivity. The Construction Management Plan would supplement and expand, rather than modify or supersede, the regulations, or provisions set forth by the SFMTA, Public Works, or other City departments and agencies, and the California Department of Transportation. Management practices could include: best practices for accommodating pedestrians and bicyclists, identifying routes for construction trucks to utilize, actively managing construction truck traffic, and minimizing delivery and haul truck trips during the morning (7 a.m. to 9 a.m.) and evening (4 p.m. to 6 p.m.) peak periods (or other times, as determined by the SFMTA). <p>If construction of the proposed project is determined to overlap with nearby adjacent project(s) using the same truck access routes in the project vicinity, the project sponsor or its contractor(s) will consult with various City departments, as deemed necessary by the SFMTA, Public Works, and the Planning Department, to develop a Coordinated Construction Truck Routing Plan to minimize the severity of any disruption of access to land uses and transportation facilities. The plan will identify optimal truck routes between the regional facilities and the project sites, taking into consideration truck routes of other development and infrastructure projects and any construction activities affecting the roadway network.</p> Carpool, Bicycle, Walk, and Transit Access for Construction Workers—To minimize parking demand and vehicle trips associated with construction workers, the construction contractor will include as part of the Construction Management Plan methods to encourage carpooling, bicycle, walk and transit access to the project site by construction workers. These methods could include providing secure bicycle parking spaces, participating in free-to-employee and employer ride matching program from www.511.org, participating in the emergency ride home program through the City of San Francisco (www.sferh.org), and providing transit information to construction workers. Project Construction Updates for Nearby Businesses and Residents—To minimize construction impacts on access to nearby residences and businesses, the project sponsor will provide nearby residences and adjacent businesses with regularly-updated information regarding project construction, including construction activities, peak construction vehicle activities, travel lane closures, and parking lane and sidewalk closures (e.g., via the project's website). A regular email notice will be distributed by the project sponsor that would provide current construction information of interest to neighbors, as well as contact information for specific construction inquiries or concerns. 	Project sponsor, construction contractor, SFMTA, SF Public Works, as directed by the ERO	Prior to the issuance of a site permit, demolition permit, or any other permit from the Department of Building Inspection	SFMTA, SF Public Works, Planning Department	Considered complete upon completion of project construction

TABLE B (CONTINUED)
IMPROVEMENT MEASURES ADOPTED AS CONDITIONS OF APPROVAL

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
EIR Section 4.E Transportation and Circulation (cont.)				
<p>Improvement Measure I-TR-B: Monitoring and Abatement of Queues</p> <p>As an improvement measure to reduce the potential for queuing of vehicles accessing the project garages, it will be the responsibility of the project sponsor to ensure that recurring vehicle queues or vehicle conflicts do not occur adjacent to garage entries. A vehicle queue is defined as one or more vehicles blocking any portion of adjacent sidewalks, bicycle lanes, or travel lanes for a consecutive period of three minutes or longer on a daily and/or weekly basis.</p> <p>If recurring queuing occurs, the owner/operator of the facility will employ abatement methods as needed to abate the queue. Appropriate abatement methods will vary depending on the characteristics and causes of the recurring queue, as well as the characteristics of the parking facility, the street(s) to which the facility connects, and the associated land uses (if applicable).</p> <p>Suggested abatement methods include, but are not limited to the following: redesign of facility to improve vehicle circulation and/or onsite queue capacity; employment of parking attendants; installation of "GARAGE FULL" signs with active management by parking attendants; use of valet parking or other space-efficient parking techniques; use of other garages on the project site; use of parking occupancy sensors and signage directing drivers to available spaces; travel demand management strategies; and/or parking demand management strategies such as parking time limits, paid parking, time-of-day parking surcharge, or validated parking.</p> <p>If the planning director, or his or her designee, determines that a recurring queue or conflict may be present, the planning department will notify the project sponsor in writing. Upon request, the owner/operator will hire a qualified transportation consultant to evaluate the conditions at the site for no less than seven days. The consultant will prepare a monitoring report to be submitted to the planning department for review. If the planning department determines that a recurring queue or conflict does exist, the project sponsor will have 90 days from the date of the written determination to abate the recurring queue or conflict.</p>	Project sponsor, qualified transportation consultant, as directed by the ERO	Ongoing during project operation; if/when a vehicle queue is identified as reoccurring	ERO or other Planning Department staff	Monitoring of the public right-of-way would be ongoing by the owner/operator of off-street parking operations; considered complete upon abatement of the recurring queue or conflict
EIR Section 4.F Noise and Vibration				
<p>Improvement Measure I-NO-A, Nighttime Construction Noise Control Measures</p> <p>The following shall occur to reduce potential conflicts between nighttime construction activities on the project site and residents of the Pier 70 project:</p> <ul style="list-style-type: none"> Nighttime construction noise shall be limited to 10 dBA above ambient levels at 25 feet from the edge of the Power Station project boundary. Temporary noise barriers installed in the line-of-sight between the location of construction and any occupied residential uses. Construction contractor(s) shall be required to make best efforts to complete the loudest construction activities before 8 p.m. and after 7 a.m. 	Project sponsor and construction contractor	During the construction	Planning Department, Department of Building Inspection (as requested and/or on complaint basis)	Considered complete at the completion of project construction

TABLE B (CONTINUED)
IMPROVEMENT MEASURES ADOPTED AS CONDITIONS OF APPROVAL

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
EIR Section 4.F Noise and Vibration (cont.)				
<ul style="list-style-type: none"> Further, notices shall be provided to be mailed or, if possible, emailed to residents of the Pier 70 project at least 10 days prior to the date any nighttime construction activities are scheduled to occur and again within three days of commencing such work. Such notice shall include: <ol style="list-style-type: none"> a description of the work to be performed; two 24-7 emergency contact names and cell phone numbers; the exact dates and times when the night work will be performed; the name(s) of the contractor(s); and the measures that the contractor will perform to reduce or mitigate night noise. In addition to the foregoing, the Developer shall work with building managers of occupied residential buildings in the Pier 70 project to post a notification with the aforementioned information in the lobby and other public meeting areas in the building. 				
Improvement Measure I-NO-B: Avoidance of Residential Streets Trucks should be required to use routes and queuing and loading areas that avoid existing and planned residential uses to the maximum extent feasible, including existing residential development on Third Street (north of 23rd Street), existing residential development on Illinois Street (north of 20th Street), and planned Pier 70 residential development (north of 22nd Street).	Project sponsor and construction contractor	During the construction	Planning Department, Department of Building Inspection	Considered complete at the completion of project construction
Improvement Measure I-NO-C: Design of Future Noise-Generating Uses near Residential Uses: The following improvement measures will be implemented to reduce the potential for disturbance of Pier 70 residents from other traffic-related, noise-generating activities located near the northern PPS site boundary: <ol style="list-style-type: none"> <i>Design of Building Loading Docks and Trash Enclosures.</i> To minimize the potential for sleep disturbance at any potential adjacent residential uses, exterior facilities such as loading areas / docks and trash enclosures associated with any non-residential uses along Craig Lane, shall be located on sides of buildings facing away from existing or planned Residential or Child Care uses, if feasible. If infeasible, these types of facilities associated with non-residential uses along Craig Lane shall be enclosed. If residential uses exist or are planned on Craig Lane, on-street loading activities on Craig Lane shall occur between the hours of 7:00 a.m. and 8:00 p.m. on weekdays, and 9:00 a.m. to 8:00 p.m. on Saturdays, Sundays, and federal holidays. Off-street loading outside of these hours shall only be permitted only if such loading occurs entirely within enclosed buildings. <i>Design of Above-Ground Parking Structure.</i> Any parking structure shall be designed to shield existing or planned residential uses from noise and light associated with parking cars. <i>Restrict Hours of Operation of Loading Activities on Craig Lane.</i> To reduce potential conflicts between loading activities for commercial uses and potential residential uses, the project 	Project sponsor and acoustical design consultant	Prior to approval of a building permit for development along the northern site boundary (adjacent to Pier 70) (a. and b.) Ongoing (c.)	Planning Department, Department of Building Inspection, and SFMTA	Considered complete at the completion of project construction (a. and b.), and for (c), upon completion of the Covenants, Conditions, and Restrictions applicable to the project site document

TABLE B (CONTINUED)
IMPROVEMENT MEASURES ADOPTED AS CONDITIONS OF APPROVAL

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Schedule and Verification of Compliance
EIR Section 4.F Noise and Vibration (cont.)				
sponsor will seek to restrict loading activities on Craig Lane to occur only between the hours of 7 a.m. and 8 p.m. In the event Craig Lane is a private street, such restriction may be included in the Covenants, Conditions, and Restrictions applicable to the project site. If San Francisco Public Works accepts Craig Lane, the project sponsor will seek to have SFMTA impose these restrictions.				
EIR Section 4.H Wind and Shadow				
Improvement Measure I-WS-1: Wind Reduction Features for Block 1 As part of the schematic design of building(s) on Block 1, the project sponsor and the Block 1 architect(s) should consult with a qualified wind consultant regarding design treatments to minimize pedestrian-level winds created by development on Block 1, with a focus on the southwest corner of the block. Design treatments could include, but need not be limited to, inclusion of podium setbacks, terraces, architectural canopies or screens, vertical or horizontal fins, chamfered corners, and other articulations to the building façade. If such building design measures are found not to be effective, landscaping (trees and shrubs), street furniture, and ground-level fences or screens may be considered. If recommended by the qualified wind consultant, the project sponsor should subject the building(s) proposed for this block to wind tunnel testing prior to the completion of schematic design. The goal of this measure is to improve pedestrian wind conditions resulting from the development of Block 1. The project sponsor should incorporate into the design of the Block 1 building(s) any wind reduction features recommended by the qualified wind consultant.	Project sponsor, architect and qualified wind consultant	Prior to Design Approval for Block 1	Planning Department, Department of Building Inspection, or ERO	Considered complete upon issuance of Block 1 Design Approval



Development Agreement

Development Phase Approval

Date: October 7, 2020

Case Number: 2017-011878PHA

Project Name: Potrero Power Station Mixed-Use Project – Phase 1 Application and Phasing Plan Amendment Application

Zoning: Potrero Power Station Special Use District

Project Sponsor: Enrique Landa, California Barrel Company, LLC
420 23rd Street
San Francisco, CA 94107

Staff Contact: Reanna Tong, Reanna.tong@sfgov.org
(628) 652-7458

Project Description

The Potrero Power Station site is located on approximately 29 acres of land on 6 privately-owned parcels and approximately 2.75 acres of land owned by the City and County of San Francisco (City) and the Port of San Francisco (Port). Current uses on the site include a small office building occupied by California Barrel Company LLC (Project Sponsor), an electrical switchyard owned and operated by PG&E, and street rights of way or shoreline areas owned by the Port and City; the remainder of the site includes multiple vacant structures and unused infrastructure related to the site's previous use as a power station.

The Potrero Power Station Mixed-Use Project (Project) will be built in up to six phases and includes:

- 2.5 million square feet ("sq ft") of residential space (2,601 units);
- 100,000 sf of Retail Sales and Service;
- 800,000 sf of Office;
- 650,000 sf of Life Science/Laboratory;
- 240,000 sq ft of hotel (250 rooms);
- 35,000 sq ft of Production, Distribution, and Repair ("PDR") uses;
- 25,000 sq ft of entertainment/assembly uses;
- 50,000 sq ft of community facilities;

- up to 2,686 off-street automobile parking spaces; and
- 6.9 acres of publicly accessible open space.

The proposal's three primary open space areas include the approximately 1.2-acre "Power Station Park," approximately 0.6-acre "Stack Plaza," and an approximately 3-acre waterfront park, among other open spaces.

The proposed first phase of the Project consists of the following vertical improvements to Blocks 2, 7, 8, 11, 12, and 15:

- 660 market rate units;
- 76 units through a 100% Affordable Housing Project and payment of in-lieu fees equivalent to 145 affordable housing units;
- 22,400 sq ft of Retail Sales and Service;
- 830,000 sf of Office;
- 327,500 sf of Life Science/Laboratory;
- 12,000 sq ft of Production, Distribution, and Repair uses;
- 25,000 sq ft of entertainment/assembly uses;
- 12,000 sf of community space as two childcare facilities; and
- 636 automobile parking stalls.

Horizontal improvements for Phase 1 include:

- construction of approximately 2.87 acres of parks and open space at Power Station Park, Louisiana Plaza, and The Point;
- construction of transportation infrastructure, including streets and bicycle facilities, sidewalks, planting zones, and shuttle stops associated with buildings in the first phase;
- utilities and green infrastructure within the street improvements; and
- TDM-related measures, such as shuttle bus service and transportation marketing.

Background

On June 4, 2020, the Project Sponsor filed a Development Phase ("Phase") Application with the Planning Department for its first project phase pursuant to the Special Use District ("SUD," Planning Code Section 249.87) and the project Development Agreement ("DA," approved by Ordinance No. 61-20). Simultaneously, the Project Sponsor also filed a Phasing Plan Amendment ("Amendment") Application pursuant to Section 11.1 of the DA. The Project received its Master Approvals in April 2020, which included General Plan Amendments, Planning Code Text and Map Amendments, the Potrero Power Station Design for Development (D4D), and the DA. The Effective Date of the DA is May 25, 2020.

Subsequent Approvals and the Phase Application

The Project DA set forth subsequent review procedures for actual buildout of the development (DA Exhibit O, "Development Phase Application Procedures and Requirements"). The review procedures require that the Planning Director approve a Phase Application prior to the approval of any applications for design review or construction within a project phase. Additionally, the procedures require that the Planning Director, on behalf of the City, determine whether any proposed changes to the Project constitute a Material Change and agree to any amendments to the Project approvals that do not constitute a Material Change. Pursuant to the DA, the Planning Department has reviewed the filed Phase and Amendment Applications for completeness and to determine

whether any Material Change has been proposed. They were reviewed against the SUD, the Infrastructure Master Plan (“IMP”, Exhibit G of the DA), the Design for Development (“D4D”, Exhibit E of the DA), the Housing Plan (Exhibit D of the DA), the Workforce Agreement (Exhibit F of the DA), the Phasing Plan and Phasing Figures (Exhibit M of the DA) along with other Master Approval Documents.

The attached Compliance Matrix (Attachment A) demonstrates Phase 1 Application compliance with the Planning Code and above implementing documents.

The Planning Department distributed the Phase 1 Application and Phasing Plan Amendment to affected city agencies on July 14, 2020 to provide them with an opportunity to comment. The Planning Department received responses and comments from the following agencies: Public Works (PW), the Public Utilities Commission (PUC), San Francisco Municipal Transportation Agency (SFMTA), Port, Recreation and Park (RPD), the Office of Economic and Workforce Development (OEWD), and the Mayor’s Office of Housing and Community Development (MOHCD), and the San Francisco Fire Department (SFFD). These and other Departments are and will be reviewing and commenting on horizontal and vertical improvement submittals from the Project Sponsor for this and subsequent project phases against the D4D, SUD, IMP, and other project documents, as appropriate.

Modifications from the Master Approvals

The DA allows the Project Sponsor to seek modification from the Master Approvals through the Phase Application process. Here, the Project Sponsor is seeking to amend the Phasing Plan in the following ways:

- Implement the project in 3 phases as opposed to the 6 phases included in the Development Agreement;
- Phase 1 will include Block 15, which houses “Station A,” that was originally included in Phase 4 in the Development Agreement;
- Construction of Block 9 (hotel) will be moved to Development Phase 2 from Development Phase 1, while the construction of commercial buildings on Blocks 11, 12, and 15 will be moved into Development Phase 1 in response to market changes;
- Space for La Cocina moved to Blocks 11 or 12 in Phase 1, where originally located in Blocks 11 or 13 in Phase 6 or 2;
- Space for a Child Care facility moved to Block 7 in Phase 1, where originally located in Block 15 in Phase 4; and
- Space for the Public Library option moved to Block 1 in Phase 2, where originally included in Block 15 in Phase 4.

As a result of the changes to the order of the Blocks developed throughout the project, the proposed phasing amendment also adjusts construction of streets included in Phase 1, which now include the following streets: the entirety of Maryland Street, Georgia Lane, Louisiana Paseo, and Louisiana Street, and a larger portion of Humboldt Street. The original Phase 1 Plan in the Master Approvals included construction of 23rd Street and portions of Maryland Street, Delaware Street, and Humboldt Street.

This approval of the Phase 1 Application includes the approval of the Phasing Plan Amendments. The Planning Director has determined that the modifications sought by the Project Sponsor do not meet characteristics of a Material Modification and can be approved as a Minor Modification as described in Exhibit R of the DA. The Phasing Plan Amendment is approved for the following reasons pursuant to Section 3.2.5 of the Development Agreement:

- a) the revisions do not change the Associated Community Benefits that are included in the Master Documents and are timed such that they are still provided with their associated developments and contiguous or adjacent to a completed street;
- b) horizontal public improvements associated with vertical improvements have not changed;
- c) the moving of a hotel from Phase 1 to a later phase, and commercial buildings from later phases to Phase 1 are intended to minimize unsold inventory of Development Parcels;
- d) the moving of a hotel from Phase 1 to a later phase, and commercial buildings from later phases to Phase 1 reflect the flexibility to which the project sponsor is responding to marking conditions; and
- e) the proposed revisions do not delay the production of Associated Community Benefits or reallocate Associated Community Benefits due to a change in the proposed boundaries of development parcels.

Environmental Review

An Environmental Impact Report (EIR) for the Potrero Power Station Mixed-Use Development Project (2017-011878ENV) was certified on January 30, 2020. The Amendment to the Phasing Plan application was reviewed and an Addendum to the EIR was prepared, in accordance with the California Environmental Quality Act. The addendum was issued by the department on September 9, 2020 and is included as part of case file for Case No. 2017-011878ENV.

Decision

The Planning Department hereby finds that the proposed development phase is in conformity with the Master Approvals and approves the Phase 1 Plan Application dated October 6, 2020 (Attachment B); this approval includes the above described modifications as submitted in the Phasing Plan Amendment application, dated June 3, 2020 (Attachment C).

Rich Hillis

Rich Hillis, Planning Director

Attachments:

- A. Compliance Matrix
- B. Phase 1 Plan Application
- C. Phasing Plan Amendment

CC:

Joshua Switzky, Planning Department
Monica Giacomucci, Planning Department
Rachel Schuett, Planning Department
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David Beaupre, Port
Kevin Masuda, Port
John Thomas, Public Works
John Kwong, Public Works
Derek Adams, PUC
Molly Petrick, PUC
Yael Golan, Recreation and Park Department
Chief Lou Russell, SFFD
Forrest Chamberlain, SFMTA
Kristin Michael, SFMTA

Attachment A

Determination of Completeness of Development Phase
Application

Application Information	
Development Agreement	Potrero Power Station Mixed-Use Project
Phase No.	1
Case No.	2017-011878PHA
Site Address(es)	420 23rd Street
Cross Streets	Illinois
Block/Lot	4175/002; 4175/017; 4175/018 (partial); 4232/001; 4232/006
Applicant/Contact	Enrique Landa
<p>This is Phase Application No. 1 for the Potrero Power Station Mixed-Use Project. The subject phase comprises 3 parcels (Block 2, Block 7, Block 8, Block 11, Block 12, and Block 15) and includes public infrastructure improvements and public storm water management improvements; 659 market rate units; 76 affordable units through a 100% Affordable Housing Project and payment of in-lieu fees equivalent to 145 affordable units; 22,400 gsf of Retail Sales and Service; 830,000 gsf of Office; 327,500 gsf of Life Science/Laboratory; 12,000 gsf of Production, Distribution, and Repair; 25,000 gsf of entertainment/assembly uses; 12,000 gsf of community facilities; and 636 automobile parking stalls.</p>	
Description of Phase	

Component # per Exhibit O	Required Phasing Plan Components listed in Exhibit O	Completeness	Compliance with Master Implementation Documents (D4D, Infrastructure Plan, Others).
1	Site plan and other graphics, including existing or proposed blocks, lots, streets, and area, showing the area covered by the applicable Development Phase Application	Yes	Street (curbs, sidewalks, roadway) and blocks in general conformity SUD, D4D, Infrastructure Plan.
2	A narrative description the proposed scope of development within the Development Phase, including tables indicating the estimated square footage of each land use category per block and total number of parking stalls. For any Development Phases proposed to contain office uses, such narrative shall describe any proposed request for "Prop M" office allocation.	Narrative Description and tables - Yes Proposed Request for "Prop M" - Generally, yes, requesting what office allocation is available for the blocks 2, 15, 11, and 12. If no office allocation is available, will become life science or pursue office allocation upon availability.	Yes
3	Materials sufficient to describe the Infrastructure, Privately-Owned Community Improvements and Parks and Open Space that will be provided for the Development Phase, and a description of how the Development Phase will comply with the requirements of the Phasing Plan to provide these Associated Community Benefits consistent with the Phasing Plan. The level of detail will be commensurate with the detail set forth in the Infrastructure Plan and Planning Department standards for conditional use applications. The materials will also include an itemized description of the status of Public Improvements and Privately-Owned Community Improvements in prior Development Phase Approvals.	Yes	Yes
4a	Developer's estimate of the total number of residential units, number and location of affordable housing units and AMI levels, and affordable housing credits to be provided in the Development Phase through in-lieu fees or land dedications, as set forth in the Housing Plan.	Yes - provided in form of Housing Data Table	Yes

Attachment A - Determination of Completeness of Development Phase Application

Component # per Exhibit O	Required Phasing Plan Components listed in Exhibit O	Completeness	Compliance with Master Implementation Documents (D4D, Infrastructure Plan, Others).
4b	The anticipated number and location of market rate residential parcel pads to be prepared, with the estimated number of residential units on each.	Yes - provided in form of Housing Data Table	Yes
4c	A cumulative tally of all market rate and affordable units, including condominium units and non-subdivided units, subject to approved or pending final subdivision map(s).	Yes - provided in form of Housing Data Table	Yes
5	A table or matrix showing applicable Mitigation Measures associated with the applicable Development Phase.	Yes - provided Mitigation Measure Tracking Matrix	Yes
6a	Plans showing the Infrastructure to be provided for the Development Phase at level of detail sufficient to determine consistency of the Development Phase with the Phasing Plan.	Yes	Yes
6b	Plans showing new streets to be dedicated.	Yes	Yes
6c	Plan showing location of the Development Phase in relation to the rest of the Project Site, with street access and circulation for existing residents.	Yes - provided vehicle circulation plan	Yes
7	Narrative or schedule of anticipated order of horizontal construction within the Development Phase, by element (i.e., Infrastructure, Privately-Owned Community Improvements and Parks and Open Spaces).	Yes - provided as narrative	Yes
8	A narrative describing the Project's compliance with the sustainability controls in the Design for Development.	Generally, yes, by including the D4D's Sustainable Neighborhood Framework.	Yes
9	List of any requested modifications to this Agreement, including the Phasing Plan, the Design for Development or other Plan Documents.	Provided table with summary of requested phasing plan changes with regard to infrastructure improvements, open space, transit facilities, and other community benefits. Separate application to amend the Phasing Plan was submitted.	Yes
10	Certification of accuracy from authorized representative.	Yes - letter from California Barrel Company	-
11	For illustrative purposes only, a summary table materially in the form shown below, listing the permitted and anticipated, and if known, type, density and intensity of, vertical development by parcel within the Development Phase.	Yes - provided as two separate tables, one specifically for Housing	Yes

Attachment B
Phase 1 Plan Application

Mayor ED 13-01 Priority Permit



Development Phase Application Phase 1

POTRERO POWER STATION

SAN FRANCISCO, CALIFORNIA

Revised: October 6, 2020

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Figure 22	Revised Phasing Plan
Figure 23	Sustainable Neighborhood Framework

APPENDICES

Appendix A	Phase 1 Street Sections with Utility Separations
Appendix B	Phase 1 Intersection Geometries

SECTION 1: OWNER / APPLICANT INFORMATION AND PROJECT LOCATION

Owner / Applicant Information:

California Barrel Company LLC
420 23rd Street
San Francisco, CA 94107
(415) 796-8945
Enrique Landa

Project Location:

420 23rd Street
San Francisco, CA 94107

SECTION 2: NARRATIVE DESCRIPTION

This development phase application describes Phase 1 of the Potrero Power Station (“PPS”) Project (“Project”). This application provides the information in accordance with Exhibit O of the Project’s Development Agreement (Development Phase Application Procedures and Requirements).

Phase 1 is comprised of a street framework, development blocks that would be improved with residential and commercial buildings, and open spaces that are centrally located within the Project. All new buildings proposed in Phase 1 are located on lands owned by the Project Sponsor. Open space and street improvements are proposed on Port of San Francisco lands as well as on lands owned by the Project Sponsor. The extents of Phase 1 of the Project are depicted on Figure 1.

Phase 1 development provides a balance of land use types, as summarized in the Phase 1 Land Use Table below and further described in the following sections. A land use described as “Commercial” represents Office, Life Science or Laboratory uses. Accessory Parking areas are estimates and the number of planned parking stalls may increase if mechanical parking solutions are incorporated into ultimate building designs. Any such increases will be coordinated with future applications to ensure the number of parking stalls allowed is not exceeded. Areas shown are gross square feet or “GSF”.

Table 1 – Phase 1 Land Use Summary Table

Block	Height / Bulk District	Maximum Permitted Heights	Land Use (Principal + Accessory Land Uses)	Area (GSF)	Parking Allowed (Stalls)	Proposed Parking (Stalls)	Subtotal (GSF)
2	130-PPS	130'	Commercial	327,498	218		380,901
			Retail Sales and Service	2,400			
			Accessory Parking	51,003		145	
7	240/85-PPS	240'	Residential	407,400	252		491,075
			Retail Sales and Service	5,000			
			Institutional (Childcare)	6,000			
			Accessory Parking	72,675		182	
8	125/85-PPS	125'	Residential	305,550	189		359,150
			Retail Sales and Service	5,000			
			Accessory Parking	48,600		122	
11	130-PPS	130'	Commercial	219,335	146		284,785
			Retail Sales and Service	5,000			
			PDR	6,000	4		
			Institutional (Childcare)	6,000			
			Accessory Parking	48,450		121	
12	100-PPS	100'	Commercial	177,271	118		235,001
			PDR	6,000	4		
			Entertainment, Arts and Recreation	25,000			
			Accessory Parking	26,730		67	
15	160/145-PPS	160'	Commercial	435,000	290		440,000
			Retail Sales and Service	5,000			
Total:					1,221	636	2,190,912

2.1 Residential Summary

Phase 1 includes construction of approximately 735 residential dwelling units distributed amongst the following Blocks:

- **Block 7**– Includes approximately 345 new market rate residential units, and an 100% affordable building with approximately 76 new residential units available to households making an average of approximately 55% of AMI.
- **Block 8**– Includes approximately 315 new market rate residential units.

We currently anticipate that all 736 Phase 1 units would be rentals, and all would be condominium mapped. An assumed breakdown of the market-rate versus affordable units is provided in the table below. Note that residential unit counts, including the 76 units estimated for the 100% Affordable Housing Project, are estimates and subject to change during design development. At the completion of Phase 1, Developer is required to achieve a number of affordable housing credits (“Credits”) equal to 30% of the number of Residential Units constructed in Phase 1.

Since Phase 1 includes 736 dwelling units, 221 Credits are required, which will be achieved with 145 In-Lieu Fee Credits and seventy-six (76) 100% Affordable Unit Credits. The In-Lieu Fee Credits will be made payable to the Department of Building Inspection’s Fee Collection Unit, which MOHCD shall use for affordable housing within Supervisorial District 10, including rehabilitation, stabilization, and new construction, as determined by MOHCD. As the current In-Lieu Fee is \$199,500.00 per unit, the total anticipated In-Lieu fee payment would be approximately \$44,089,500.00.

The seventy-six (76) 100 % Affordable Housing Unit Credits will be achieved with a 100% Affordable Housing Project on Block 7. Under the Housing Plan, Developer must pay any difference between the actual construction cost of the 100% Affordable Housing Project on the 100% Affordable Housing Parcel and funds otherwise available to Affordable Housing Developer for such project. Developer acknowledges that the Project may not earn more than 258 In-Lieu Fee Credits.

Section III.B of the Housing Plan requires a variety of data to be provided in each Development Phase application. This data (as applicable) is provided in the below table. Many of the required data points relate to housing construction in prior phases and are inapplicable to Phase 1.

Table 2 – Housing Data Table*

Block	Total Units	Residential Area (GSF)	Unit Type	Market Rate Units	Affordable Units	% Affordable of Total	Average AMI
7	421	407,400	Market Rate	345		0.0%	
			In-Lieu Fee (Unit Equivalent)		90	12.2%	
			100% Affordable Housing Project		76	10.3%	55%
8	315	305,550	Market Rate	315		0.0%	
			In-Lieu Fee (Unit Equivalent)		55	7.5%	
Total	736	712,950		660	221	30.0%	55%
% of Total Project	30%	30%		38%	30%		

**Section III.B of the Housing Plan requires that the average AMI be calculated separately for Rental Projects and For-Sale Projects for (i) any 100% Affordable Units that have obtained a First Certificate of Occupancy as of the date of the applicable housing data table and map, (ii) all Inclusionary Units that have obtained a First Certificate of Occupancy as of the date of the applicable housing data table and map; and (iii) the AMI levels for 100% Affordable Units and Inclusionary Units that do not have a First Certificate of Occupancy but for which a Notice of Special Restrictions has been recorded. Since the three aforementioned conditions do not currently apply, the average AMI is not included in this Housing Data Table.*

***The estimated total number of units proposed for the project is 2,477.*

2.2 Non-Residential Summary

Phase 1 includes construction of approximately 1.5 million square feet of non-residential uses, distributed as further described in the following table and text. Note that all square footages are estimates and subject to change during design development.

Table 3 – Phase 1 Non-Residential Summary Table (areas in GSF)

Block	Land Use (Principal and Accessory)	Commercial (GSF)	PDR (GSF)	Retail Sales and Service (GSF)	Institutional (GSF)	Entertain, Arts and Recreation (GSF)	Accessory Parking (GSF)	Total (GSF)
2	Commercial	327,498						327,498
	Retail Sales and Service			2,400				2,400
	Accessory Parking						51,003	51,003
7	Retail Sales and Service			5,000				5,000
	Institutional (Childcare)				6,000			6,000
	Accessory Parking						72,675	72,675
8	Retail Sales and Service			5,000				5,000
	Accessory Parking						48,600	48,600
11	Commercial	219,335						219,335
	Retail Sales and Service			5,000				5,000
	PDR		6,000					6,000
	Institutional (Childcare)				6,000			6,000
	Accessory Parking						48,450	48,450
12	Commercial	177,271						177,271
	PDR		6,000					6,000
	Entertainment, Arts and Recreation					25,000		25,000
	Accessory Parking						26,730	26,730
15	Commercial	435,000						435,000
	Retail Sales and Service			5,000				5,000
Total:		1,159,104	12,000	22,400	12,000	25,000	247,458	1,477,962
Percentage of Total Project		78%	38%	30%	29%	100%	28%	29%

- **Block 2** – Includes construction of approximately 327,500 square feet of commercial, 2,400 square feet of retail, and 51,000 square feet of accessory parking uses.
- **Block 7** – Primarily residential construction of approximately 491,000 square feet, including 5,000 square feet of retail, 6,000 square feet of childcare, and 73,000 square feet of accessory parking uses.
- **Block 8** – Primarily residential construction of approximately 359,000 square feet, including 5,000 square feet of retail, and 49,000 square feet of accessory parking uses.
- **Block 11** – Includes construction of approximately 219,000 square feet of commercial, 5,000 square feet of retail, 6,000 square feet of PDR, 6,000 square feet of childcare, and approximately 48,500 square feet of accessory parking uses.
- **Block 12** – Includes construction of approximately 177,000 square feet of commercial, 6,000 square feet of PDR, 25,000 square feet of entertainment, arts and recreation, and 27,000 square feet of accessory parking uses.
- **Block 15** – Includes the adaptive reuse of portions of the existing walls of Station A with the construction of approximately 435,000 square feet of commercial, and 5,000 square feet of retail uses.

The project will request an office allocation for one or all of Blocks 2, 15, 11 and 12, depending on availability when such request is made. The number of Affordable Housing and/or In-Lieu Fee Credits sought and earned will be adjusted to reflect the proportion of office and life science actually built, as required in the Housing Plan. Developer will pay its Job Readiness and Training Fund contribution within the "Biotechnology" category as if the first phase includes a life-science-related office-commercial building. Such fee will be paid within 60 days after the Phase Approval is Finally Granted.

2.3 Parks and Open Space Improvements

Phase 1 includes the construction of approximately 2.87 acres of parks and open space areas including the following areas:

- **Power Station Park** – Includes the construction of both blocks of the Power Station Park, totaling approximately 1.26 acres. The Power Station Park will provide for active and passive recreation opportunities.
- **Louisiana Plaza** – Includes the construction of approximately 0.63 acres of the flexible-use urban plaza.

- ***The Point*** – Includes the construction of approximately 0.98 acre park that includes natural planted areas, informal discover play, and seating and picnicking areas. The Point will include a segment of Blue Greenway trail within The Point, as well as the segment along the south side of the future Stack Plaza to connect to the other active uses within Phase 1.

The final design of each of these parks and open spaces will be subject to a design review approval. The design of these parks and open spaces will be consistent with the designs shown in the Design for Development.

2.4 Street Improvements

Phase 1 will include the central framework of street improvements of the Project. The extents of the Phase 1 proposed rights-of-way and street improvements are depicted on Figures 2 and 3 and outlined below:

- ***Public Streets***
 - 23rd Street – from Illinois Street to Louisiana Plaza
 - Humboldt Street – from Georgia Lane to Delaware Street
 - Georgia Lane – from 23rd Street to Humboldt Street
 - Maryland Street – from 23d Street to Project Northern Boundary
 - Delaware Street – from 23rd Street to Humboldt Street
- ***Private Streets***
 - 23rd Street – from Louisiana Plaza to Delaware Street
 - Louisiana Alley – from Humboldt Street to Craig Lane
 - Craig Lane¹

As noted above, the privately-owned eastern segment of 23rd Street will remain as a private street. The Phase 1 utility systems reflected in this application are consistent with the “23rd Street Private Street Scenario” section included in the PPS Infrastructure Plan.

The portions of sidewalks and planting zones within the Phase 1 streets that abut future Phase 2 and 3 development blocks will be constructed during Phases 2 and 3 when the adjacent buildings on the blocks in Phase 2 and 3 are completed. These sidewalk zones are depicted on Figure 4. Sidewalks / pathways that do not reflect the final designs shown in the D4D will be constructed in these zones, as needed, to maintain pedestrian access within the Phase 1 streets until the D4D consistent sidewalk improvements are completed with the adjacent buildings in Phases 2 and 3. Similarly, the pavement striping within Phase 1 will be coordinated with SFMTA and SFPW to maintain pedestrian access and safety until the D4D consistent sidewalk improvements are completed in Phases 2 and 3.

1. Note: Portions of Craig Lane within the Pier 70 project boundary are owned by the Port.

The Phase 1 street dimensions and intersection geometries are depicted in Appendix A and B. The vehicle circulation, proposed driveway locations and building openings are depicted on Figure 5. The bike facilities proposed within the Phase 1 streets are summarized in Figure 6. The Fire Department access corridors accommodated within the Phase 1 streets are depicted on Figure 7. The planned shuttle route and stops within the Phase 1 streets are depicted on Figure 17.

Phase 1 will include:

- Traffic signal at 23rd Street and Illinois Street.
- A second point of emergency access will be provided for Phase 1 by a connection to Maryland Street at the common boundary line with Pier 70.

2.5 Phase 1 Infrastructure

Phase 1 infrastructure will include the construction of the utilities and green infrastructure within the street improvements outlined above as well as summarized below. The extents of the Phase 1 components of each utility system are depicted on Figures 8 – 15. Figure 16 indicates the proposed ownership and maintenance responsibilities for Phase 1 infrastructure.

The preferred configuration of the PPS Phase 1 infrastructure assumes that the Pier 70 project concurrently completes the segment of Maryland Street directly to the north and that the PPS Phase 1 Infrastructure connects to the Pier 70 Phase 2 Infrastructure. The PPS Phase 1 infrastructure has also been planned with alternative measures to be implemented in the scenario that the Pier 70 Maryland Street segment is not completed concurrently or prior to the PPS Phase 1 infrastructure. These alternative measures are described in Section 2.5.1 and Figures 18 and 21.

- ***Site Grading and Demolition*** – within all lands owned by the Project Sponsor, as follows:
 - On-site demolition of existing utilities, buildings and surface improvements within all lands owned by the Project Sponsor.
 - Preserve and stabilize Station A.
 - Preserve and protect Unit 3 Power Block and the Stack for future repurposing.
 - Geotechnical corrective measures to address shoreline stabilization and underlying compressible soils materials.
 - The proposed Phase 1 site grading is depicted on Figure 8. The proposed site grading includes raising elevations along the waterfront to a minimum elevation of 17.5 (“SFVD13”), providing protection from over 5.5 feet of sea level rise plus the 100-year BFE.
 - The proposed grading will maintain the existing drainage patterns. The site grading will be configured to provide a physical delineation with high point separating the portions of the Project within the combined sewer watershed (Landside) and the portions draining to the

Bay (Bayside). This provides protection from potential overflows from the combined sewer system discharging to the Bay.

- Paths of overland release have been integrated to the site grading to ensure storm flows from an extreme storm (i.e. 100-year event) will flow overland and discharge without causing impacts to buildings.
 - Phase 1 site grading is estimated to include approximately 25,000 cubic yards of cut to fill earthwork volume.
 - Grading within each Phase 1 Development Parcel to create below grade parking, if necessary, and final building and / or open space elevations.
- ***Low Pressure Water System (LPW)*** – as follows:
 - The Phase 1 proposed LPW system is depicted on Figure 9. The proposed LPW system will consist of a network of low pressure water mains, fittings, valves, fire hydrants, service laterals, meters and appurtenances.
 - The proposed low pressure hydrants will be located along the public streets and 23rd Street. There are no proposed hydrants within The Point open space area.
 - The Phase 1 proposed LPW system will connect to the existing LPW system within 23rd Street.
 - Second point of connection for the Phase 1 LPW system will be provided by a connection to the low pressure water system within Maryland Street at the common boundary line with Pier 70.
 - The estimated potable water demand on an average day associate with the proposed Phase 1 land uses is approximately 108,790 gallons per day. This has been estimated using the SFPUC's Non-Potable Water Program District Scale Water Calculator.
 - ***Non-Potable Water System*** – as follows:
 - The proposed Phase 1 Non-Potable water system will consist of a centralized wastewater treatment plant that will treat wastewater from the separated sanitary sewer system watershed and likely be located in Block 8, near the low point of this system. This treatment plant will treat wastewater to San Francisco's non-potable standard and deliver to Development Parcels through a new private non-potable water distribution system within the public right-of-way.
 - In the event that Block 8 is not amongst the first buildings constructed within Phase 1, there will be an interim condition that the first buildings constructed will not meet the Non-Potable Water Ordinance requirements until the time Block 8 and the centralized wastewater treatment plant are completed.
 - The estimated non-potable water demands on an average day associated with the proposed Phase 1 land uses is approximately 14,890 gallons per day.

- ***Auxiliary Water Supply System (AWSS)*** – as follows:
 - The proposed Phase 1 AWSS facilities will include a 20-inch diameter main extension within 23rd Street connecting to the existing 14-inch main in 3rd Street and extending to the proposed intersection of Georgia Lane and 23rd Street. Additionally, a 20-inch diameter main will be installed in Georgia Lane extending from 23rd Street to Humboldt Street, then easterly to the intersection with Maryland Street, and then northerly in Maryland Street to the Project northern boundary line where it will connect to the AWSS main to be installed by the Pier 70 project.
 - The proposed 20-inch pipeline will be earthquake resistant ductile iron pipe material.
 - The Project will also install AWSS fire hydrants, at a maximum spacing of 500 feet, at locations determined by the SFPUC and SFFD. The proposed Phase 1 AWSS facilities, including proposed hydrant locations, are depicted on Figure 11.

- ***Separated Sanitary Sewer System*** – as follows:
 - The sanitary sewer generated within the Project eastern (Bayside) sewershed will be collected and conveyed by a proposed separated sanitary sewer system. The proposed Phase 1 separated sanitary sewer system is depicted on Figure 12. The proposed separated sanitary sewer system will consist of collection pipelines that convey sanitary sewer to connect to the north, to the Pier 70 Combined Sewer System. The proposed separated sanitary sewer system would be configured to convey the Project sanitary sewer within the eastern (Bayside) sewershed by gravity flow to the Pier 70 System located in Maryland Street. The Project intends to execute agreements with the Pier 70 project, Port and SFPUC to address the timely construction and eventual acceptance of the segment of pipeline in Maryland Street north of PPS within the future phase of Pier 70. If this agreement is not executed, an alternative sanitary sewer system described in Section 2.5.1 would be implemented.
 - The proposed estimated sanitary sewer flow from the Phase 1 Land Uses in the Bayside sewershed are estimated for an average dry weather flow of 95,040 gpd and a peak dry weather flow of 285,120 gpd.

- ***Combined Sewer System*** – as follows:
 - The wastewater generated within the Project's western (Landside) sewershed will be collected and conveyed by a proposed combined sewer system. The proposed Phase 1 combined sewer system is depicted on Figure 12. The proposed combined system will consist of collection pipelines that convey sanitary sewer and stormwater by gravity to the existing combined sewer facilities in 23rd Street.

- ***Separated Storm Drain System*** – as follows:
 - The stormwater runoff within the eastern (Bayside) watershed is proposed to be collected and conveyed by a proposed separated storm system discharging the Bay via a new outfall. The proposed Phase 1 separated storm drain system is depicted on Figure 13. The portions of 23rd Street that formerly drained by overland flow to the Bay will be collected and conveyed by the proposed separated storm drain system.
 - A curb will be constructed along the south side of 23rd Street to collect stormwater from the street immediately north of the existing loading docks.
 - The proposed separated storm drain systems will consist of entirely new infrastructure, consolidated into a single outfall to the Bay. For maintenance and permit compliance purposes, an isolation gate with manhole will be installed directly upstream of the outfall to allow blocking of stormwater flows to the outfall or rerouting of nonconforming flows to the sanitary sewer system.

- ***Stormwater Management Facilities*** – as follows:
 - PPS Phase 1 will include the stormwater management facilities necessary to comply with the City of San Francisco Storm Water Management Requirements (“SMR”).
 - The Development Blocks or roadways / open space connected to the combined sewer system will reduce the rate and volume of stormwater runoff based on the thresholds defined in the SMR.
 - The Development Blocks or roadways / open space connected to the separated storm drain system will include the stormwater management facilities necessary to treat, retain and infiltrate the runoff from the Phase 1 roadways and open spaces.
 - The proposed stormwater management facilities are depicted on Figure 14. The Development Blocks will be responsible for achieving SMR compliance independently and will treat the stormwater runoff per the SMR.

- ***Dry Utility System*** – as follows:
 - The proposed Phase 1 dry utility system is depicted on Figure 15. These systems will be located in a common, joint trench where feasible. The joint trench system will be public and will include facilities such as electric, natural gas, communications and street lighting facilities. The utility companies will maintain and operate their respective facilities in accordance with their franchise agreements with the City within the future public streets. The natural gas system may be located in a separate trench in order to comply with PG&E’s separation requirements from a building.
 - SFPUC PE may provide service for the project by developing a PG&E Wholesale Distribution Tariff (“WDT”) distribution interconnection. If necessary, the location of a WDT connection point will be determined in coordination between the Developer and the SFPUC.

2.5.1 *Alternative Phase 1 Infrastructure*

The PPS Phase 1 Infrastructure could implement the following alternative measures in the scenario that Pier 70 does not complete the segment of Maryland Street directly to the north of the Project.

- ***Street System*** – as follows:
 - A second point of emergency access would be provided for Phase 1 by an interim access road capable of supporting emergency vehicles along the Humboldt Street corridor connecting to Illinois Street as depicted on Figure 18.
 - A fire department turn-around would be constructed at the northern end of Maryland Street, as depicted on Figure 18.
 - The planned shuttle route would be implemented through 23rd Street as depicted on Figure 21.
- ***Low Pressure Water Systems*** – as follows:
 - A second point of connection for the Phase 1 Low Pressure Water system would be provided by an interim connection through Humboldt Street connecting to the existing pipeline in Illinois Street, as depicted on Figure 19.
- ***Separated Sanitary Sewer System*** – as follows:
 - The Phase 1 separated sanitary sewer system would implement the PPS pump station alternative as depicted in Figure 20. The proposed separated sanitary sewer system would convey the sanitary sewer from the Bayside sewer shed by gravity to a pump station located near Delaware Street. A sanitary sewer force main will extend from the pump station northerly in Delaware Street, then westerly in Humboldt Street, and then southerly in Georgia Lane, eventually discharging to the existing combined sewer system in 23rd Street.

2.6 **Phase 1 Transportation Demand Management (TDM)**

Phase 1 will include a number of TDM measures that will be implemented as part of horizontal development. These are summarized as follows:

- Improved Walking Conditions (ACTIVE-1) – Phase 1 Street Improvement Plans will be consistent with the Project's D4D and Infrastructure Plan documents that were developed in coordination with the City to provide streetscape improvements that encourage walking.
- Shuttle Bus Service (HOV-2) – A shuttle stop will be constructed with Phase 1, and commencement of shuttle operations will be coordinated with MTA.
- Tailored Transportation Marketing Services (INFO-3) – Prior to the City's issuance of the First Certificate of Occupancy for the first building in Phase 1, a communication and marketing campaign

will be developed by the Project to promote all transportation options to and from the site, including biking, walking and public transit. The Project's TDM Coordinator will provide new residents and employees with a transportation welcome packet upon move-in or receipt of notification of new employee. The TDM Coordinator will also engage in ongoing efforts to provide information on and market the use of non-auto modes and available transportation incentives as described in the Project's TDM Plan.

- On-Site Affordable Housing (LU-2) – Phase 1 will include 30% affordable housing, satisfied in part by an approximately 75-unit 100% Affordable Housing Project parcel on Block 7. See Section 2.1 for details.
- TDM Coordinator (OPS) – A Project TDM Coordinator will be designated prior to initiation of the first Pre-Occupancy Monitoring and Reporting Form submittal process for the first building in Phase 1. The TDM Coordinator will provide oversight and management of the Project's TDM Plan implementation and will provide residents and employees tailored transportation marketing services described above.

All other Project TDM measures not listed above will be incorporated into the design of Phase 1 buildings.

2.7 Phase 1 Development Schedule: Years 2020 - 2029

Sitewide land development is expected to start in the summer of 2020 with demolition and rough grading activities, including geotechnical improvements along the shoreline and in areas of fill and the structural stabilization of Station A. This work will be followed by installation of utilities and construction of both public and private streets within Phase 1. Vertical improvements will begin once horizontal work is nearly complete and will include any privately-owned community improvements provided for in buildings such as the bus shelter and transit operator restroom on Block 12 and childcare on Blocks 7 and 11. The construction of parks and open space will overlap the period of vertical improvements. Phase 1 is expected to take 10 years to develop from commencement of land development to completion of vertical improvements.

SECTION 3: MITIGATION MEASURE TRACKING MATRIX

3.1 Tracking Matrix

Table 4 – Mitigation Measure Tracking Matrix

MMRP Category	Mitigation Measure	Phase	Notes
M-CR-5a	Historic Architectural Resources Documentation	1	--
	Measured Drawings		In progress
	HABS Report / Photos		Submitted 4/9/20
	Print-On-Demand Book		In progress
M-CR-5b	Historic Architectural Resources Video Recordation	1	Submitted 4/30/20
M-CR-5c	Historic Architectural Resources Public Interpretation and Salvage	1	In progress
M-CR-5d	Rehabilitation of the Boiler Stack	2	
M-CR-5e	Historic Preservation Plan and Review Process for Alteration of the Boiler Stack	1	In progress
M-CR-6	Design Controls for New Construction	All	See D4D
I-TR-A	Construction Management Plan and Public Updates	All	
I-TR-B	Monitoring and Abatement of Queues	OPS	
M-TR-5	Implement Measures to Reduce Transit Delay	OPS	
M-TR-7	Improve Pedestrian Facilities at the Intersection of Illinois Street/22nd Street	3	
M-NO-1	Construction Noise Control Measures	All	
M-NO-A	Avoidance of Residential Streets	All	
M-NO-4a	Construction Vibration Monitoring	All	
M-NO-4b	Vibration Control Measures During Controlled Blasting and Pile Driving	All	
M-NO-4c	Vibration Control Measures During Use of Vibratory Equipment	Any	
M-NO-5	Stationary Equipment Noise Controls	All	
M-NO-8	Design of Future Noise-Sensitive Uses	Any	
M-AQ-2a	Construction Emissions Minimization	Any	
M-AQ-2b	Diesel Backup Generator Specifications	Any	
M-AQ-2c	Promote Use of Green Consumer Products	Any	
M-AQ-2d	Electrification of Loading Docks	Any	
M-AQ-2e	Additional Mobile Source Control Measures	Any	
M-AQ-2f	Offset Construction and Operational Emissions	1	
M-AQ-4	Siting of Uses that Emit Toxic Air Contaminants	All	
I-WS-1	Wind Reduction Features for Block 1	2	
M-WS-2	Identification and Mitigation of Interim Wind Impacts	All	
M-BI-1	Nesting Bird Protection Measures	All	
M-BI-3	Avoidance and Minimization Measures for Bats	All	
M-BI-4	Fish and Marine Mammal Protection During Pile Driving	All	
M-BI-7	Compensation for Fill of Jurisdictional Waters	1	
M-CR-1	Archeological Testing	All	Submitted 5/5/19
M-CR-3	Tribal Cultural Resources Interpretive Program	Any	
M-GE-6	Paleontological Resources Monitoring and Mitigation Program	Any	In progress

SECTION 4: PHASE 1 SUSTAINABILITY CONTROLS

4.1 Compliance with Sustainability Controls contained within the Design for Development (D4D).

The Power Station's D4D includes the Sustainable Neighborhood Framework as Appendix B of the document. The Framework includes references to specific Standards and Considerations contained within the body of the D4D that help achieve the Sustainable Neighborhood Framework's five goals, namely (1) Healthy Air, (2) Renewable Energy, (3) Robust Eco-Systems, (4) Clean Water, and (5) Zero Waste. In addition, each building at the Power Station will be certified as LEED Gold (or greater), which address all five goals.

A Design Review Application will be submitted for each building and open space contained in Phase 1, which will detail and depict compliance with each applicable D4D Standard, Guideline, and Consideration.

A summary of applicable Standards and Considerations within the D4D and Infrastructure Plan documents associated with each Sustainable Neighborhood Framework goal is included as Figure 23.

SECTION 5: LIST OF REQUESTED MODIFICATIONS TO PRIOR APPROVAL DOCUMENTS

5.1 Phasing Plan Adjustments

The following are the proposed adjustments to the approved Phasing Plan in the Development Agreement (DA) with regard to infrastructure improvements, open space, transit facilities and other community benefits. An application to amend the Phasing Plan is being submitted with this Development Phase Application. The proposed Phasing Plan for the Project is depicted on Figure 22.

Table 5 – Summary of Phasing Plan Changes

Community Benefit	DA	Proposed	DA	Proposed
	Included in Phase:		Delivered With Block:	
AWSS Connection to 3rd Street at 22nd Street	6	3	13	--
Sidewalk on the east side of Illinois between Humboldt and 22nd Streets	6 or 4	3	13 or 5	--
Sidewalk on the east side of Illinois between 23rd and Humboldt Streets	4	3	5	--
Humboldt Street Fire Turnaround	4	3	5	--
Humboldt/Illinois Intersection Improvements and Signal	6	3	13	--
Waterfront Park South	1	2	*	--
Stack Plaza	1	2	9	--
Humboldt Street Plaza	1	2	**	--
Block 9 POPO (includes Turbine Plaza) and Restroom	1	2	9	--
Power Station Park West	2	1	11	--
Waterfront Park North	3	2	4	--
Waterfront Park West	3	2	4	--
Louisiana Paseo	4	1	15	--
Soccer Field and Restroom	4, 5, or 6	2 or 3	1, 5, or 13	--
Illinois Street Plaza	6	3	13	--
\$1.5 million AWSS Payment Fair Share Contribution	5	3	1	--
Childcare (6,000 GSF)	2	1	11	--
La Cocina (1,500 GSF)	6 or 2	1	13 or 11	11 or 12
Childcare (6,000 GSF)	4	1	15	7
Community Center (25,000 GSF)	4, 5, or 6	2 or 3	1, 5, or 13	--
Option For Public Library (5,000 GSF)	4	2	15	1
Grocery Store	4, 5, or 6	2 or 3	1, 5, or 13	--
No Change				--

* Waterfront Park South is required to be delivered prior to the City's issuance of the First Certificate of Occupancy for the Building representing 3 million square feet of total development. Developer is not required to construct the Recreational Dock in any phase.

** Humboldt Street Plaza is required to be delivered prior to the City's issuance of the First Certificate of Occupancy for the Building representing 3 million square feet of total development.



FIGURES

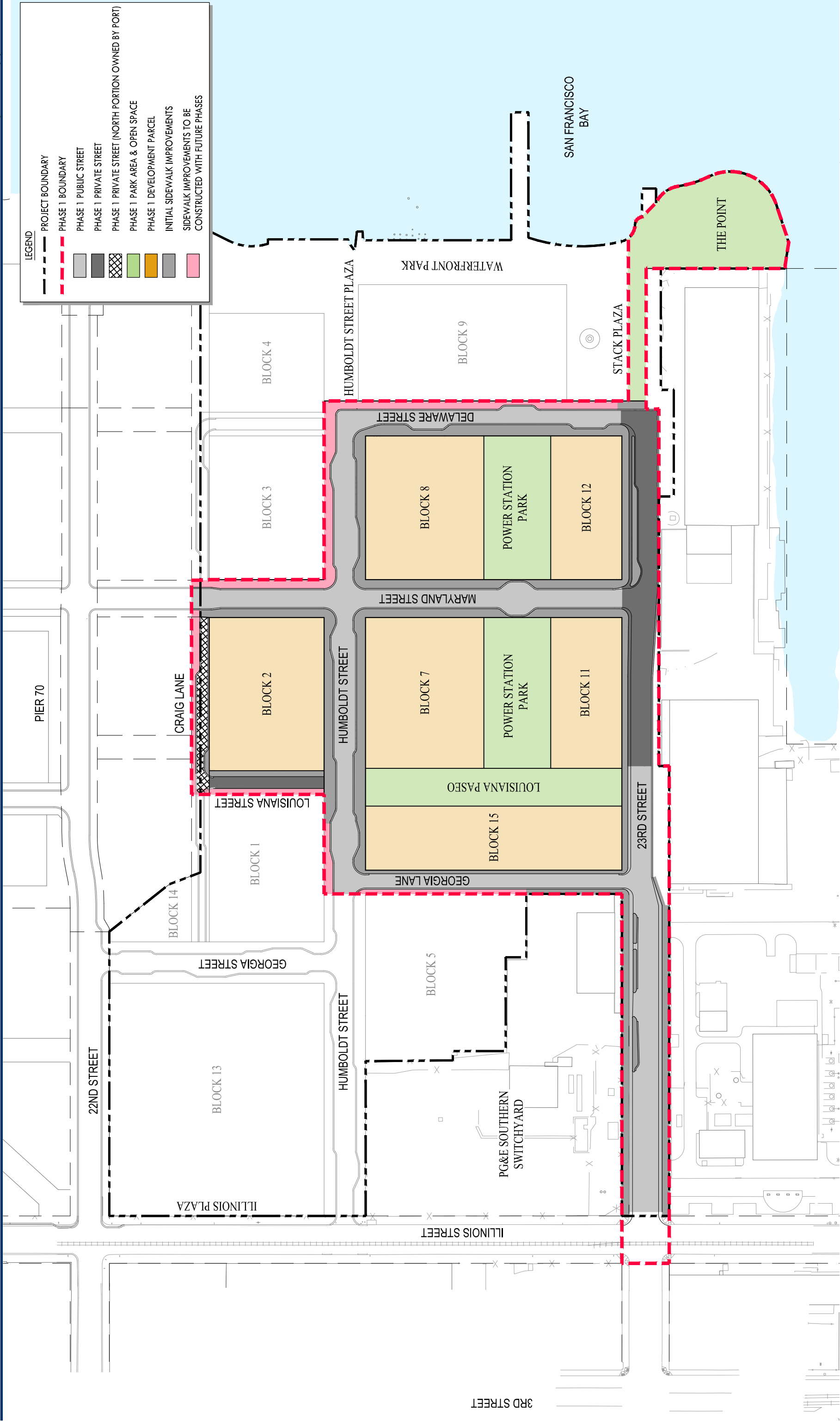
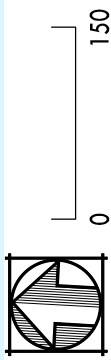


FIGURE 1: PHASE 1 BOUNDARY



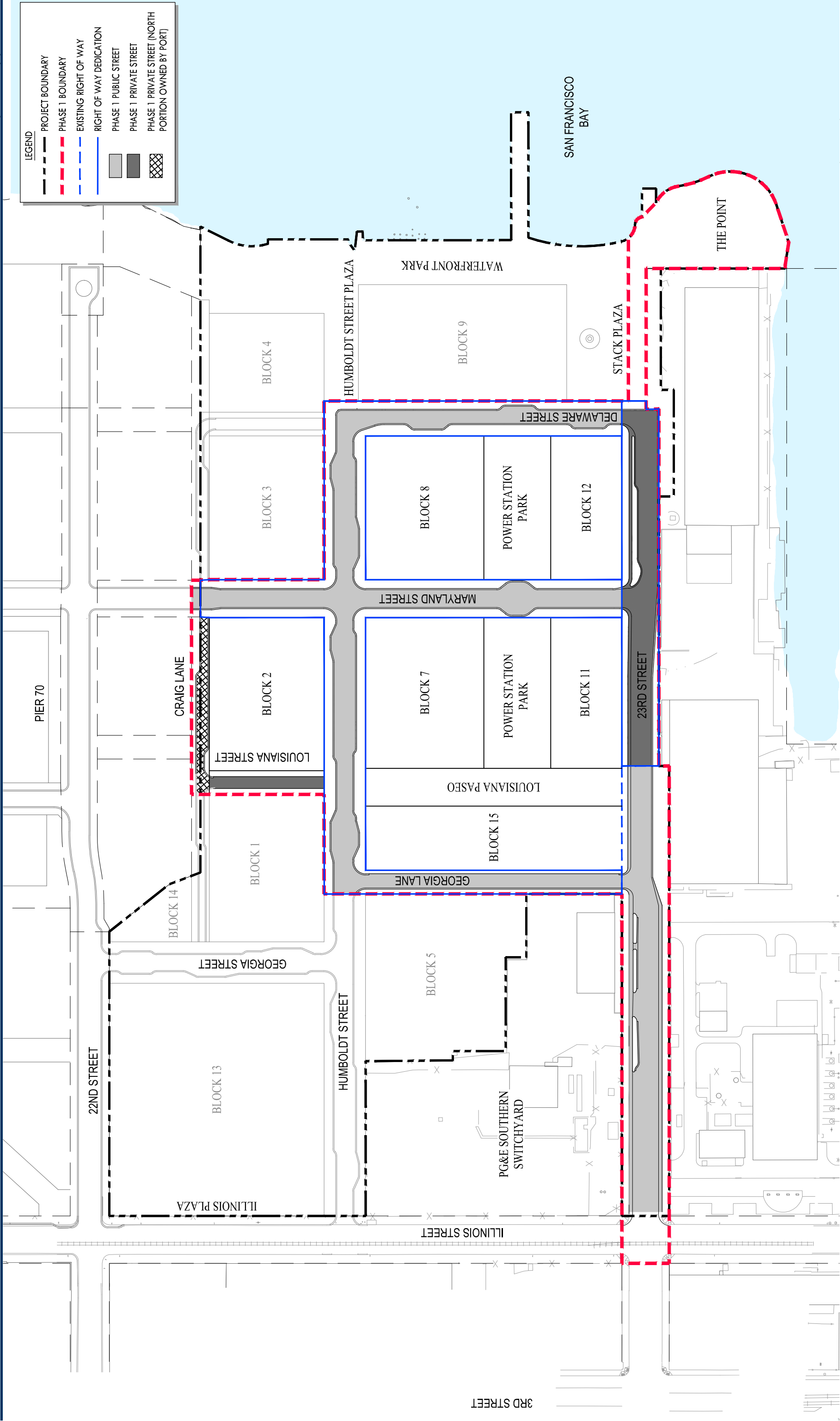


FIGURE 2: PHASE 1 PROPOSED RIGHT OF WAY DEDICATIONS

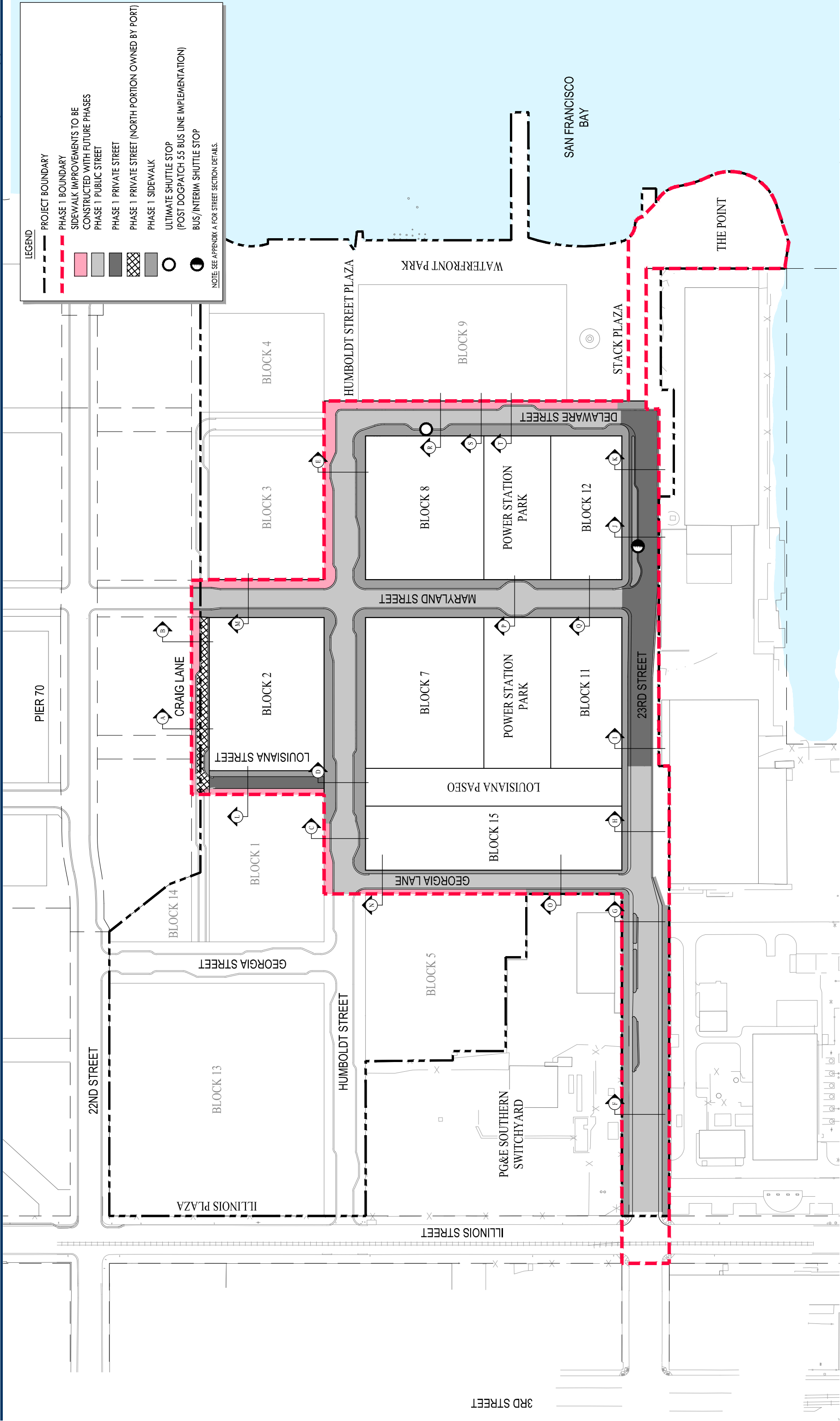


FIGURE 3: PHASE 1 STREET IMPROVEMENTS

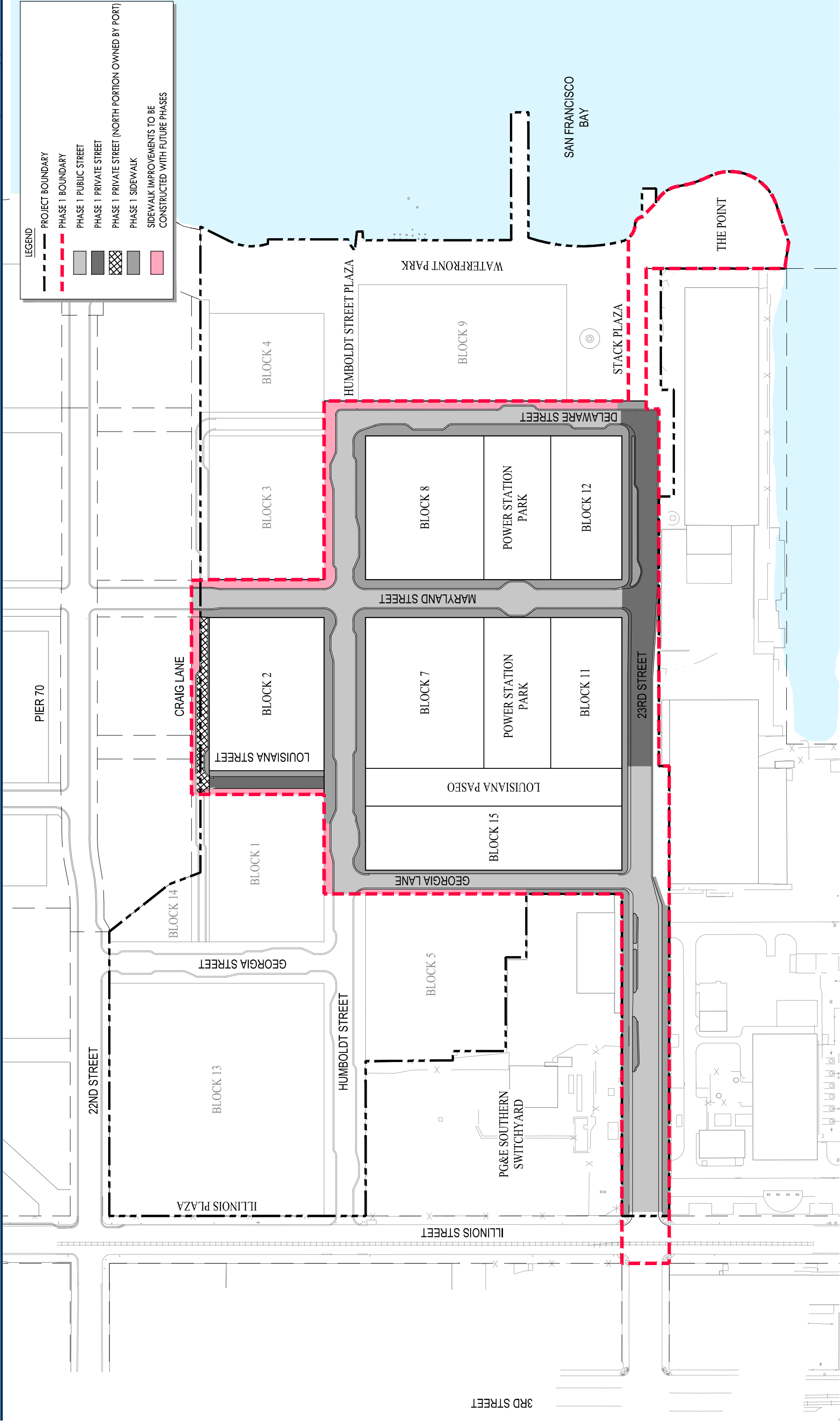


FIGURE 4: SIDEWALK IMPROVEMENTS TO BE CONSTRUCTED WITH FUTURE PHASES

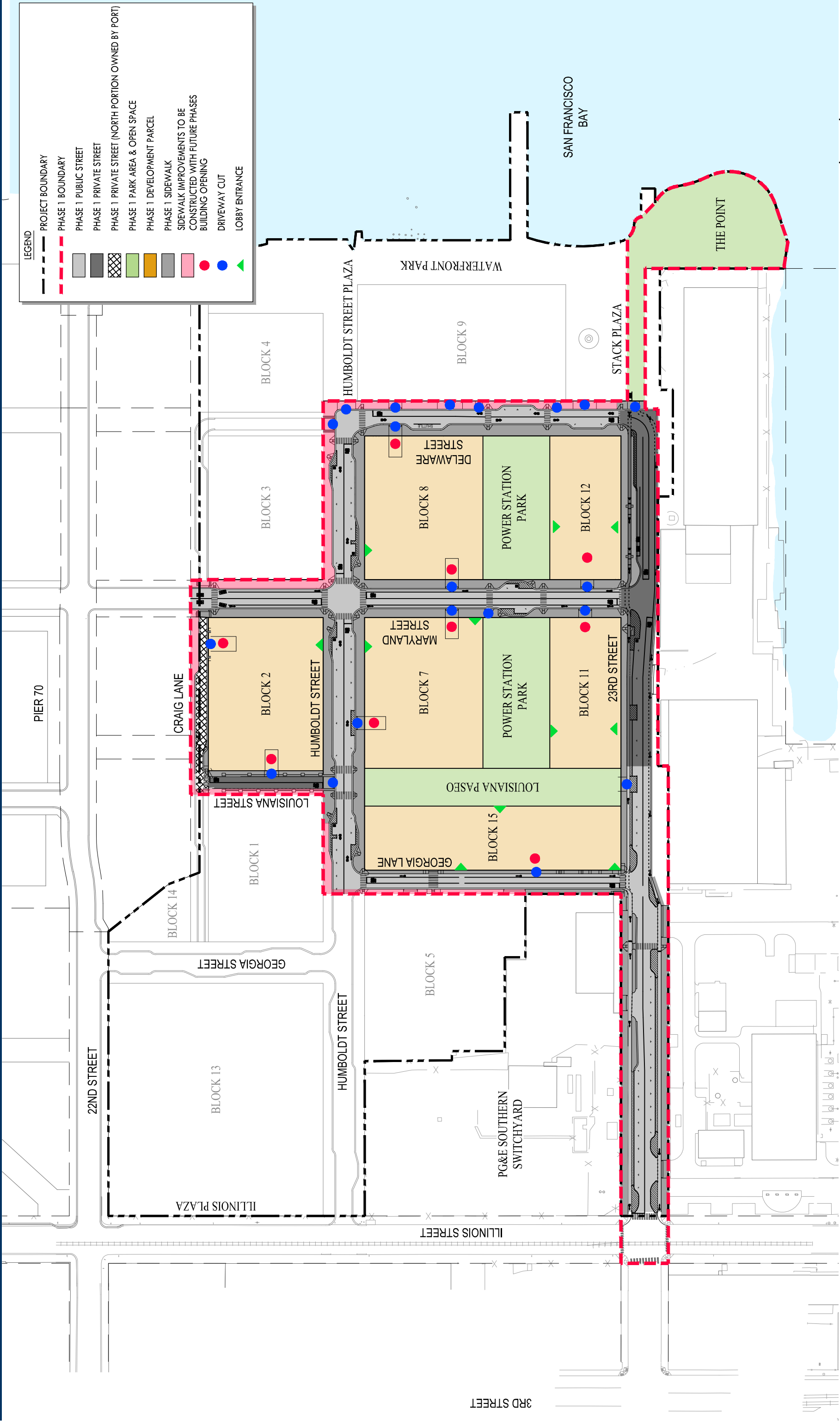


FIGURE 5: PHASE 1 VEHICLE CIRCULATION PLAN

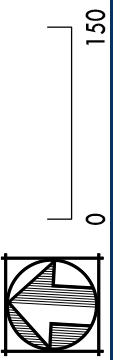
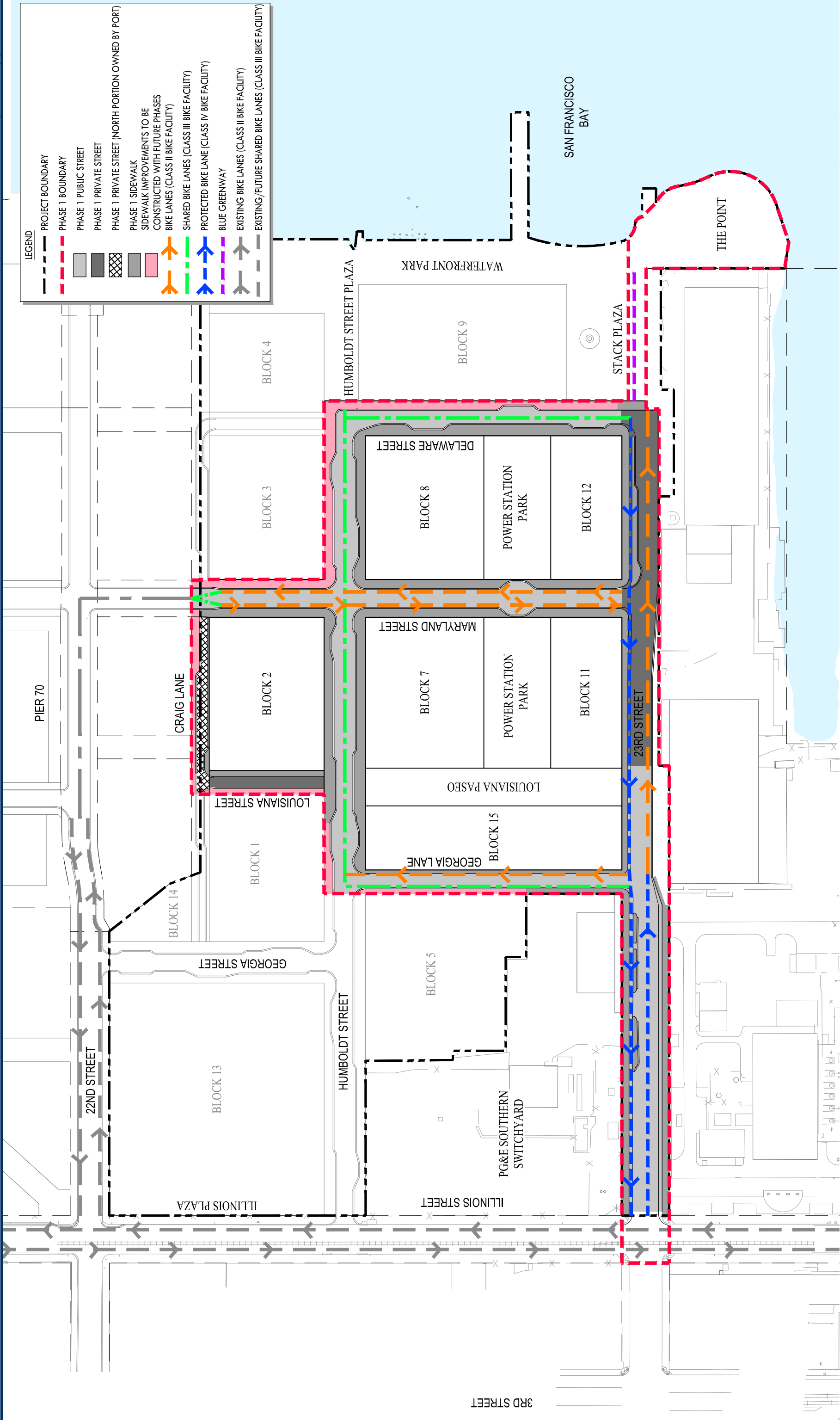


FIGURE 6: PHASE 1 BIKE FACILITIES

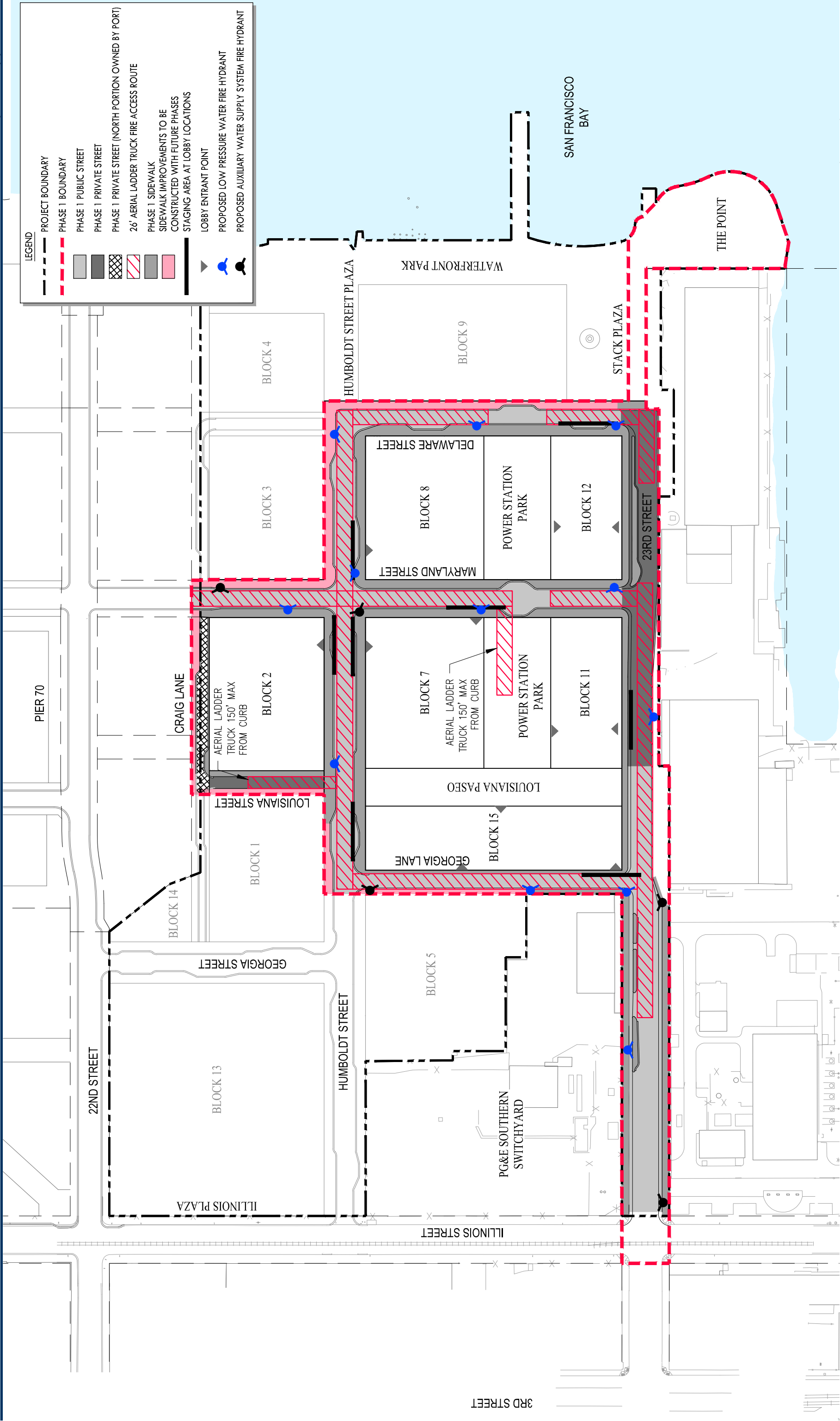
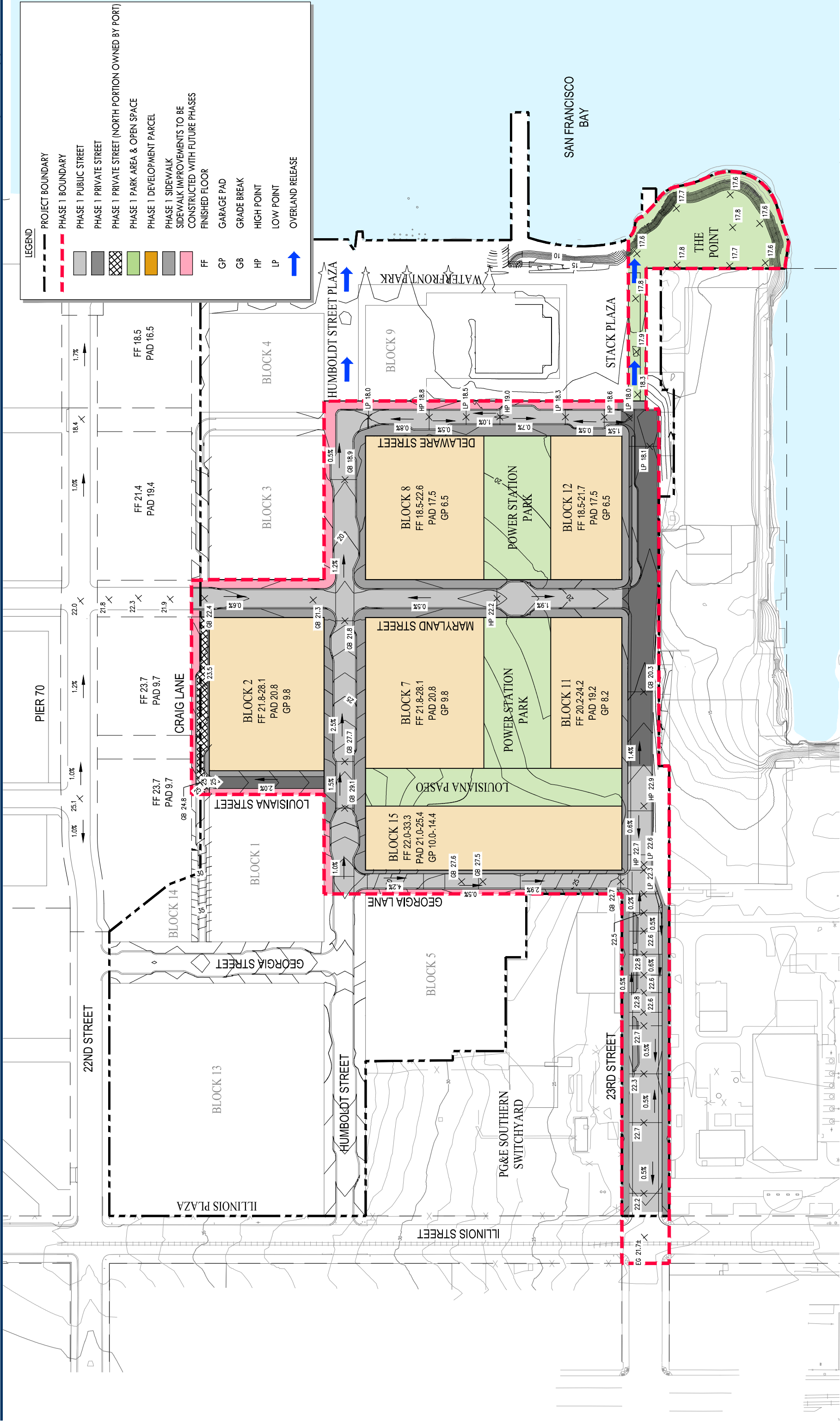


FIGURE 7: PHASE 1 FIRE ACCESS PLAN



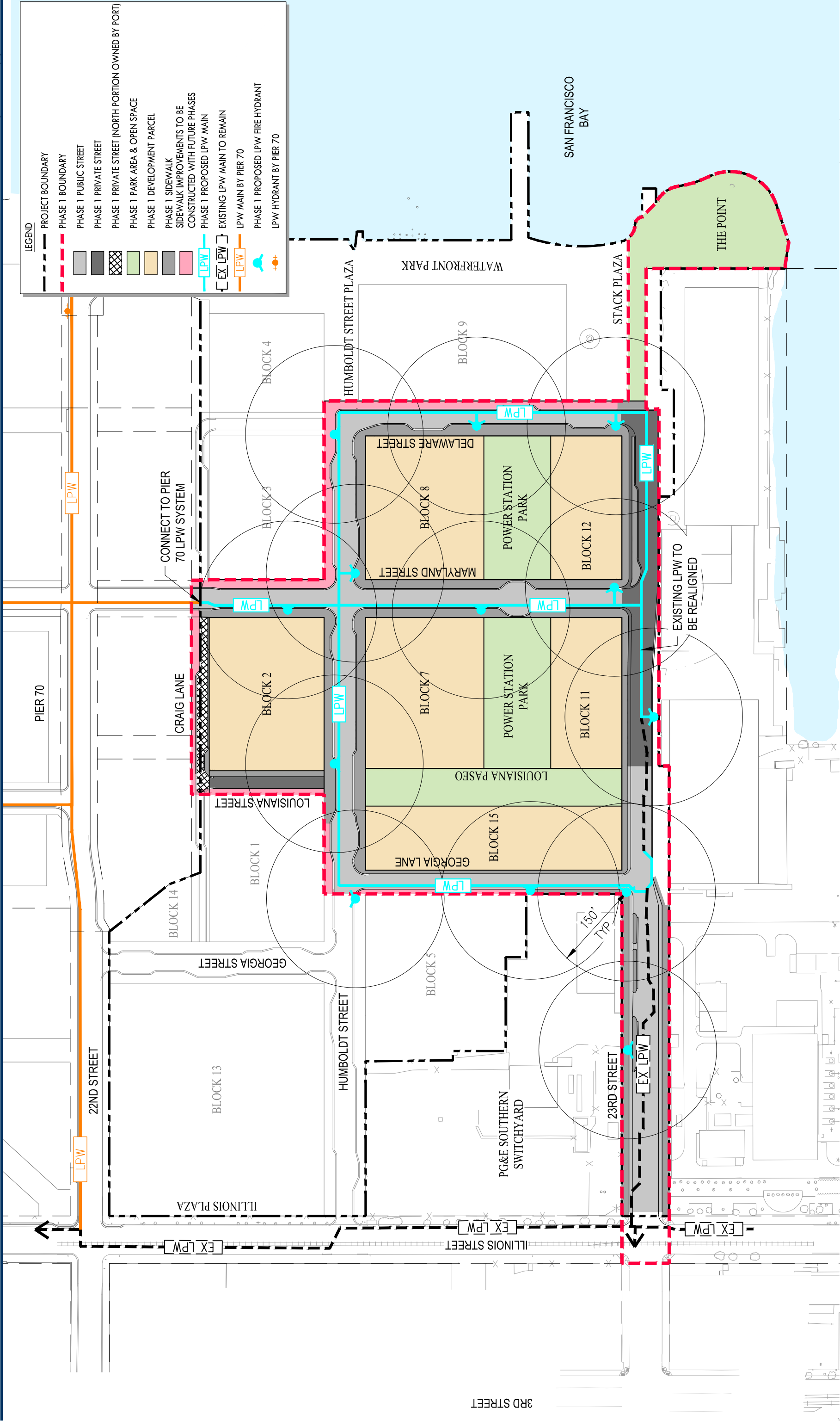


FIGURE 9: PHASE 1 LOW PRESSURE WATER SYSTEM

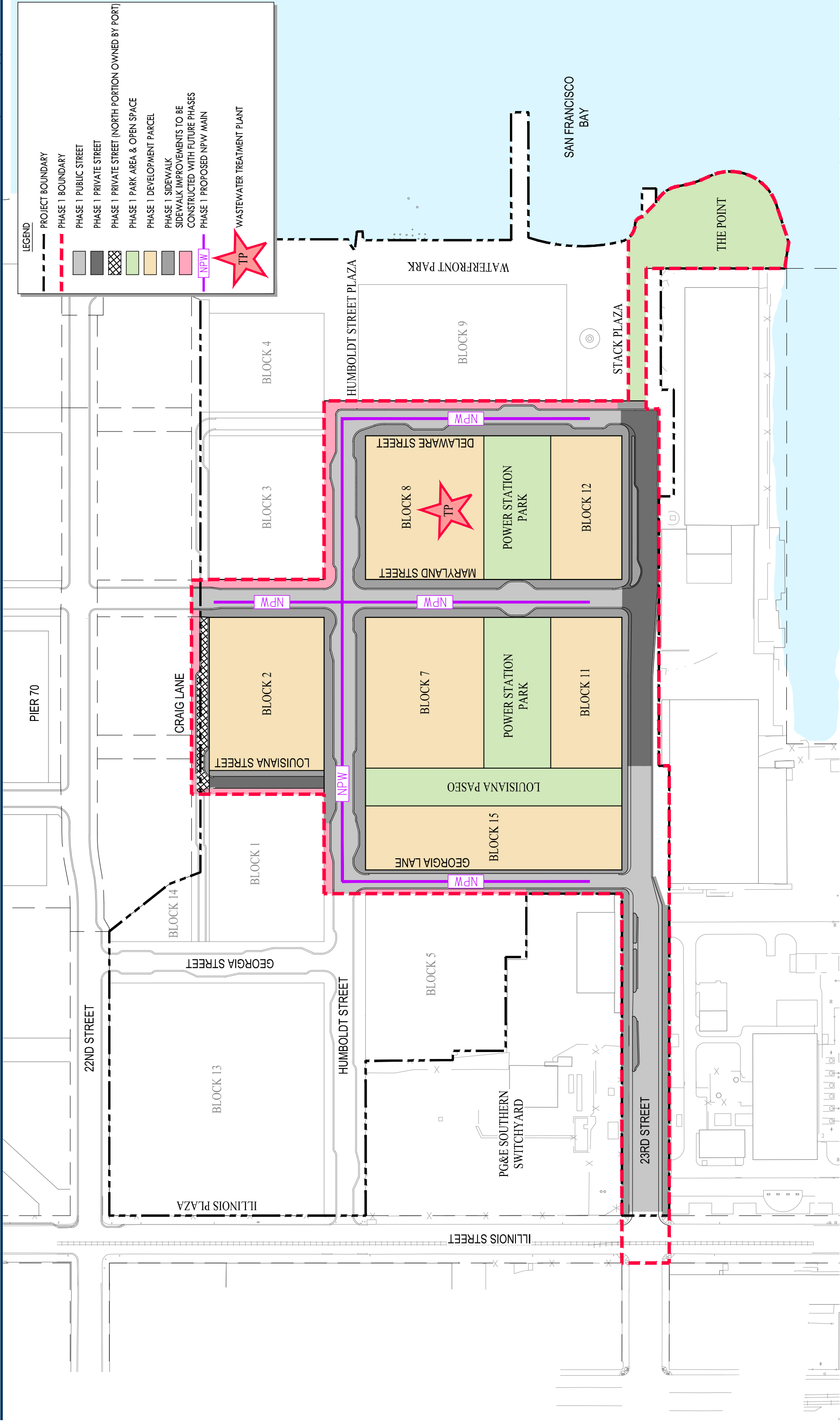


FIGURE 10: PHASE 1 NON-POTABLE WATER SYSTEM



Age group	Number of people
18-24	3.00
25-34	2.50
35-44	2.00
45-54	1.50
55-64	1.00
65+	0.50

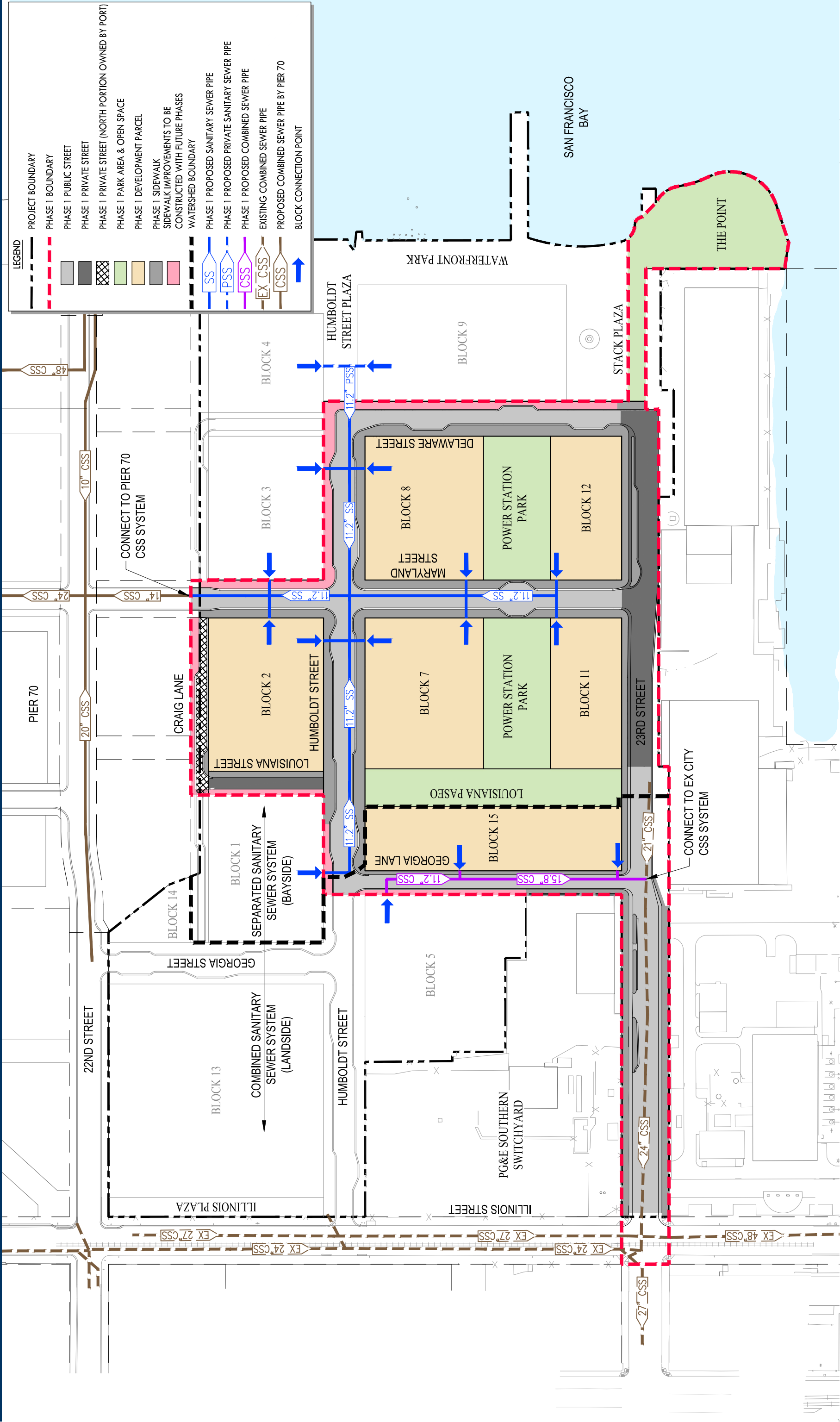


FIGURE 12: PHASE 1 PROPOSED SANITARY SEWER SYSTEM

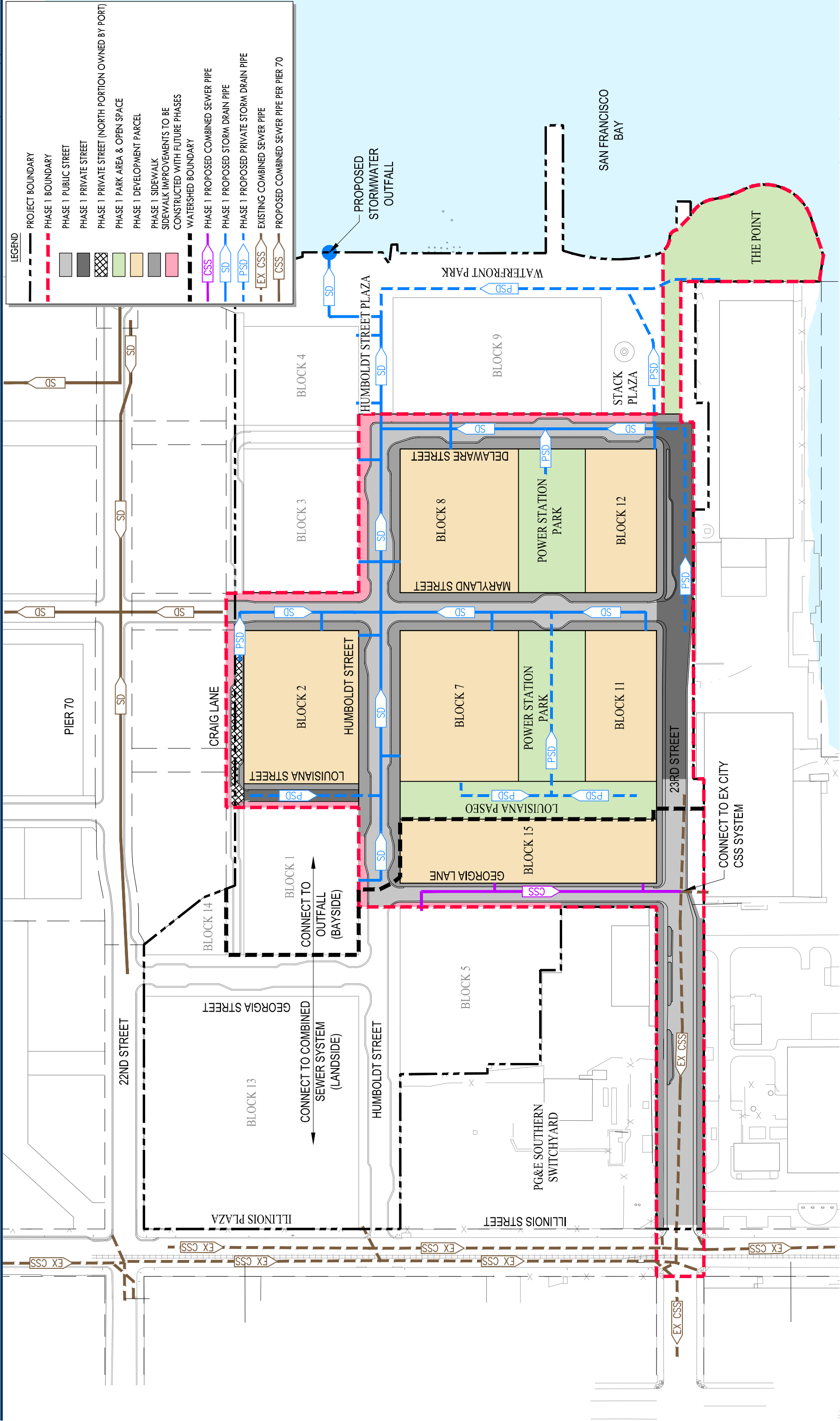


FIGURE 13: PHASE 1 STORM DRAIN SYSTEM

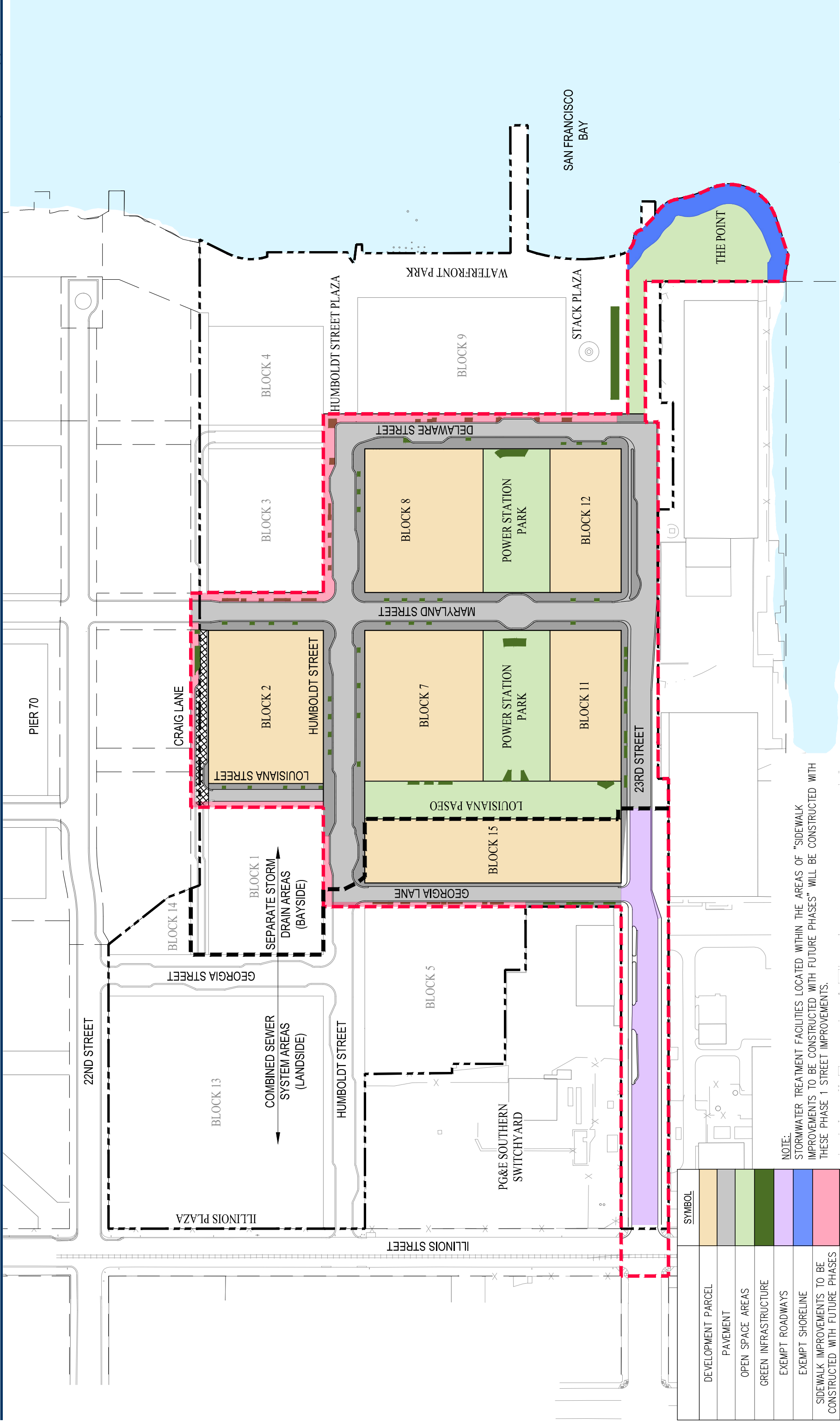


FIGURE 14: PHASE 1 STORMWATER MANAGEMENT FACILITIES

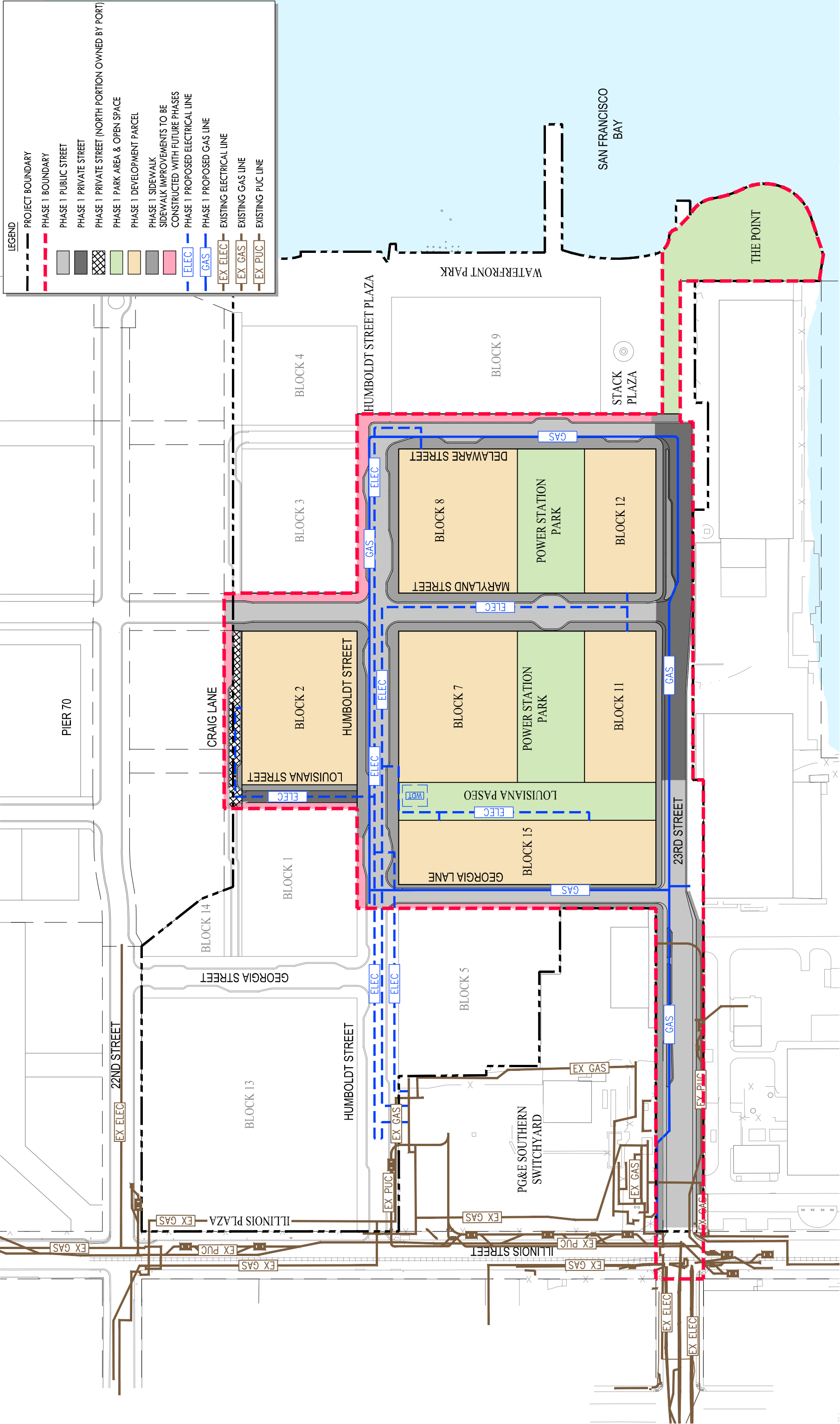


FIGURE 15: PHASE 1 DRY UTILITY SYSTEM

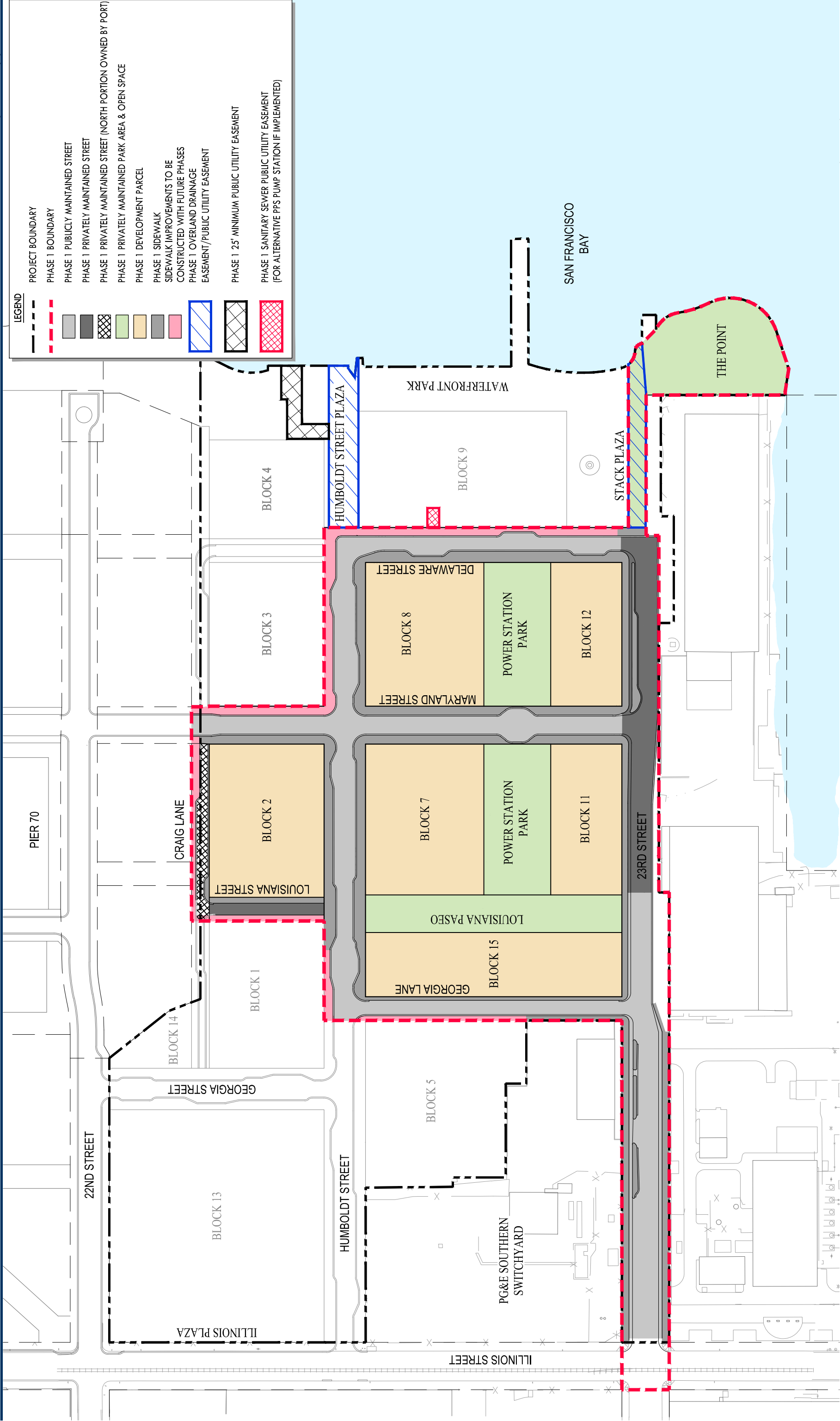


FIGURE 16: PHASE 1 INFRASTRUCTURE OWNERSHIP AND MAINTENANCE

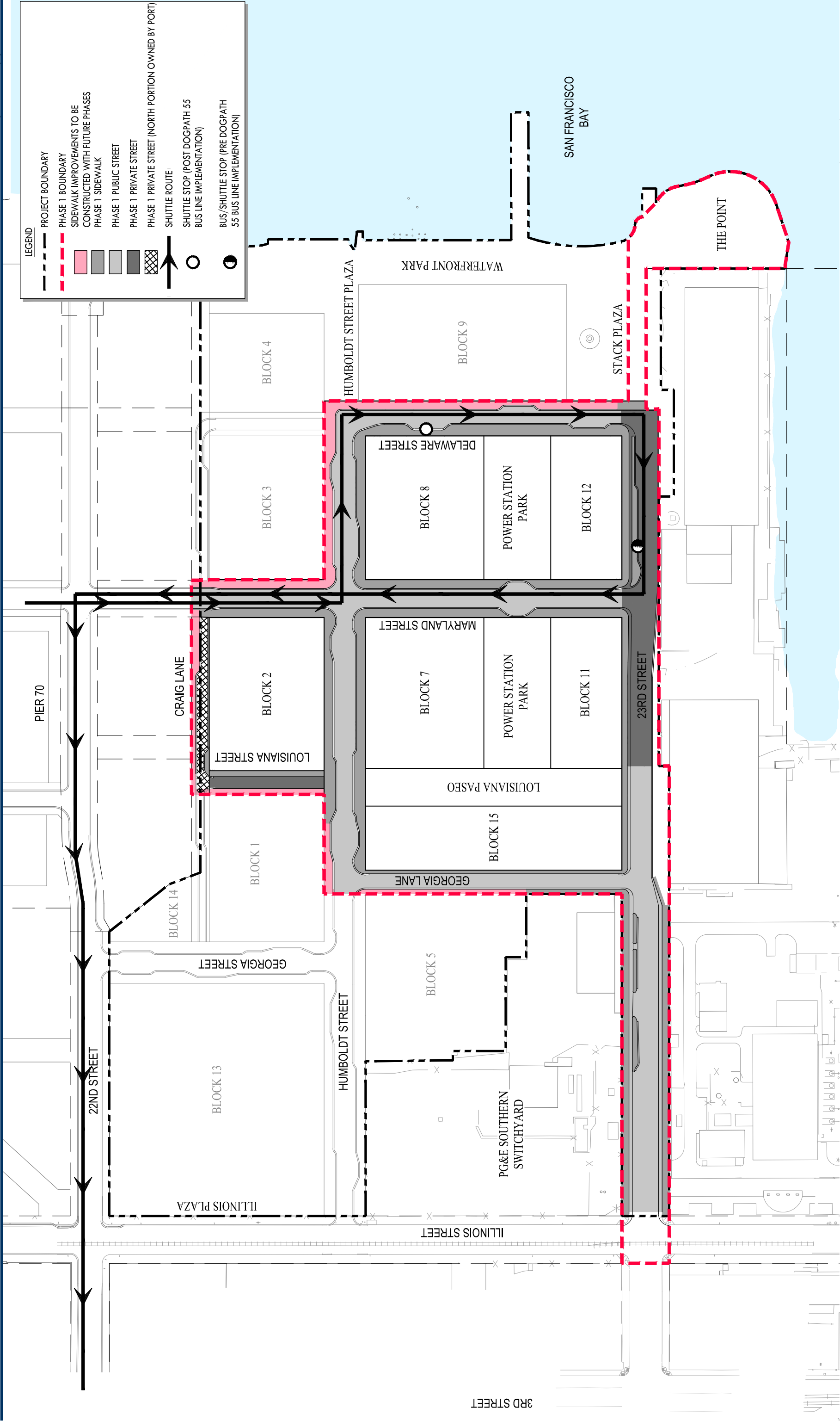


FIGURE 17: PHASE 1 SHUTTLE ROUTE

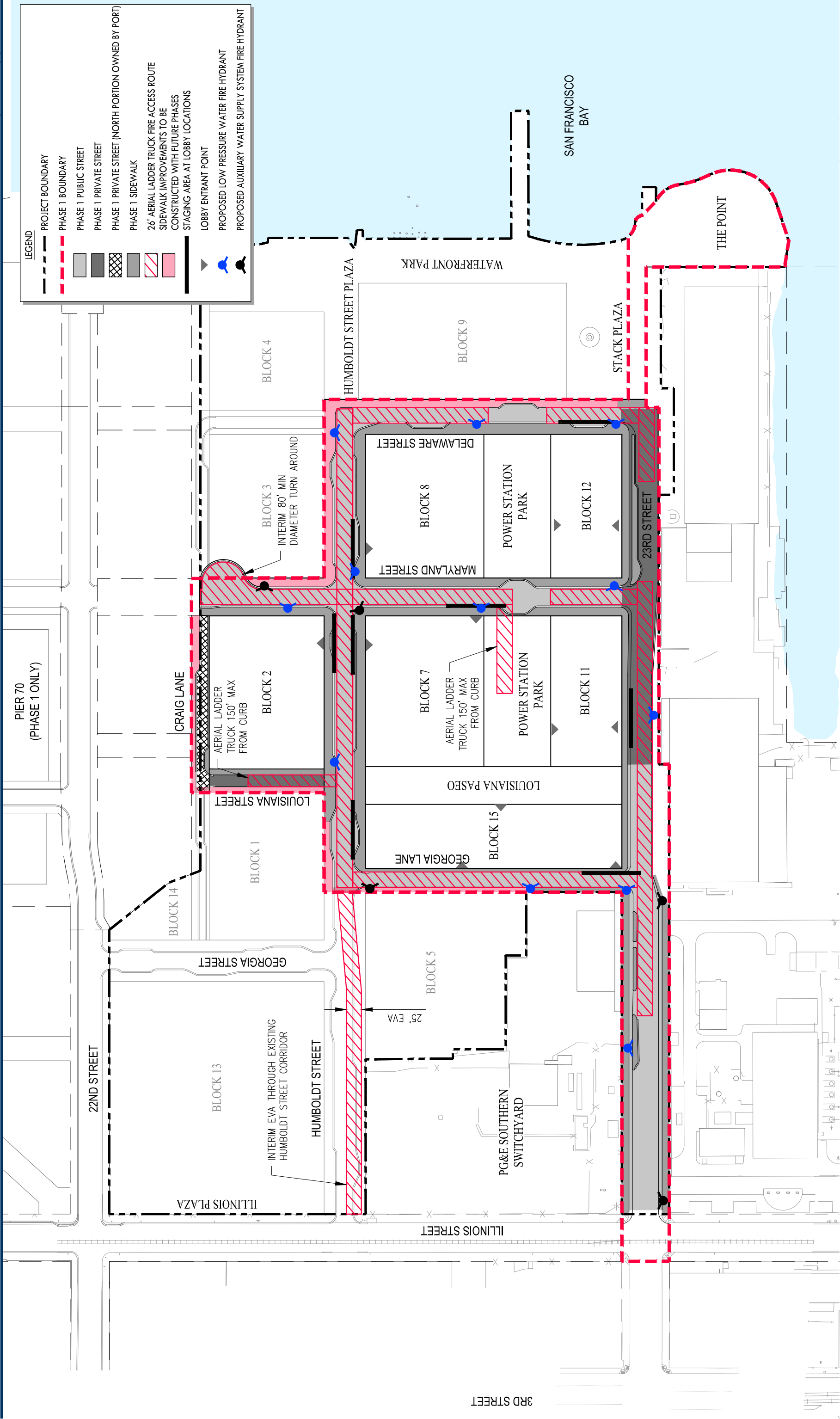


FIGURE 18: ALTERNATIVE PHASE 1 FIRE ACCESS PLAN

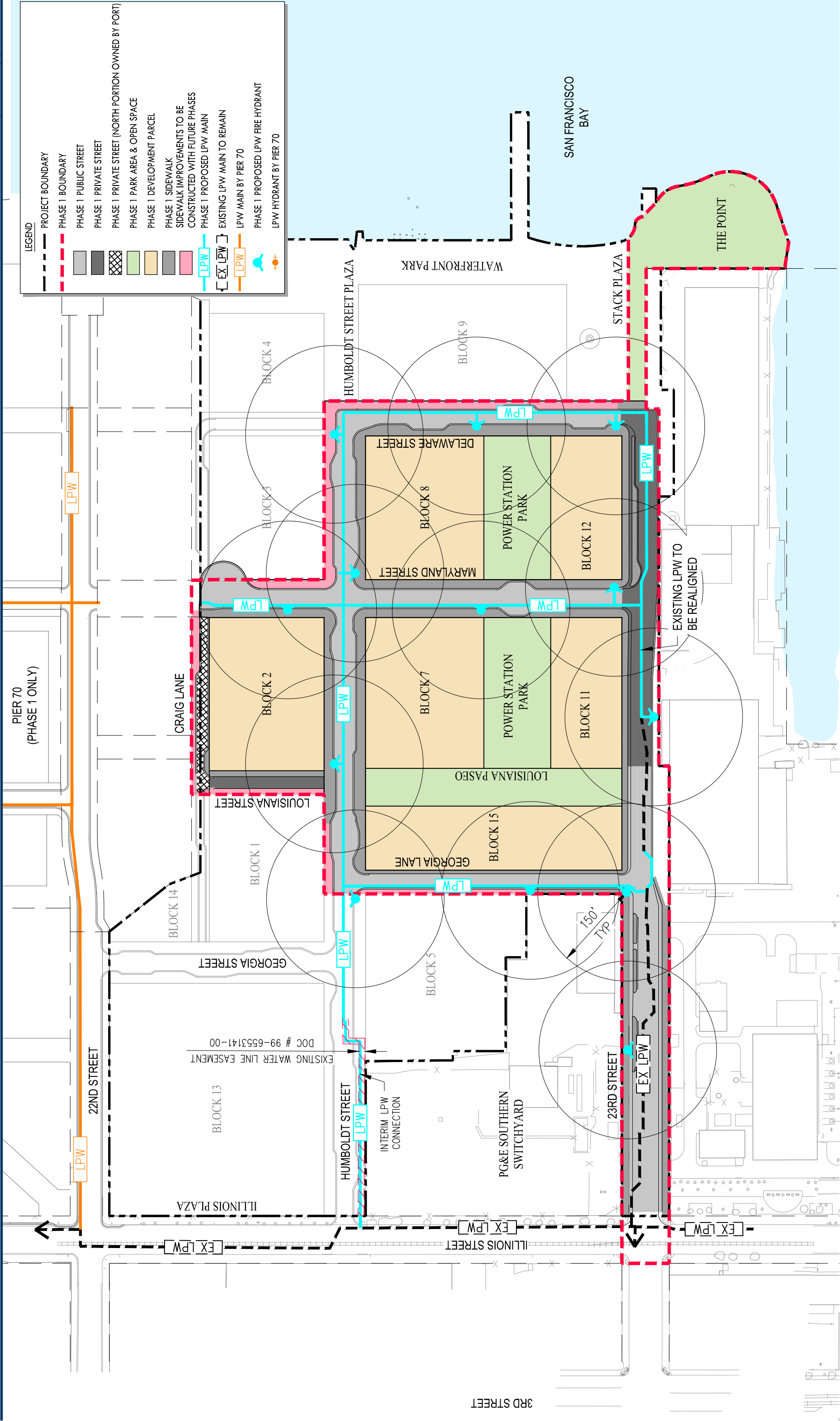
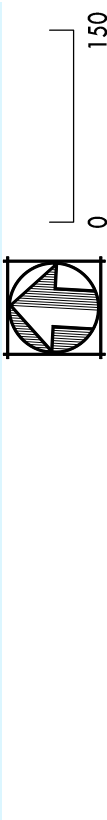


FIGURE 19: ALTERNATIVE PHASE 1 LOW PRESSURE WATER SYSTEM



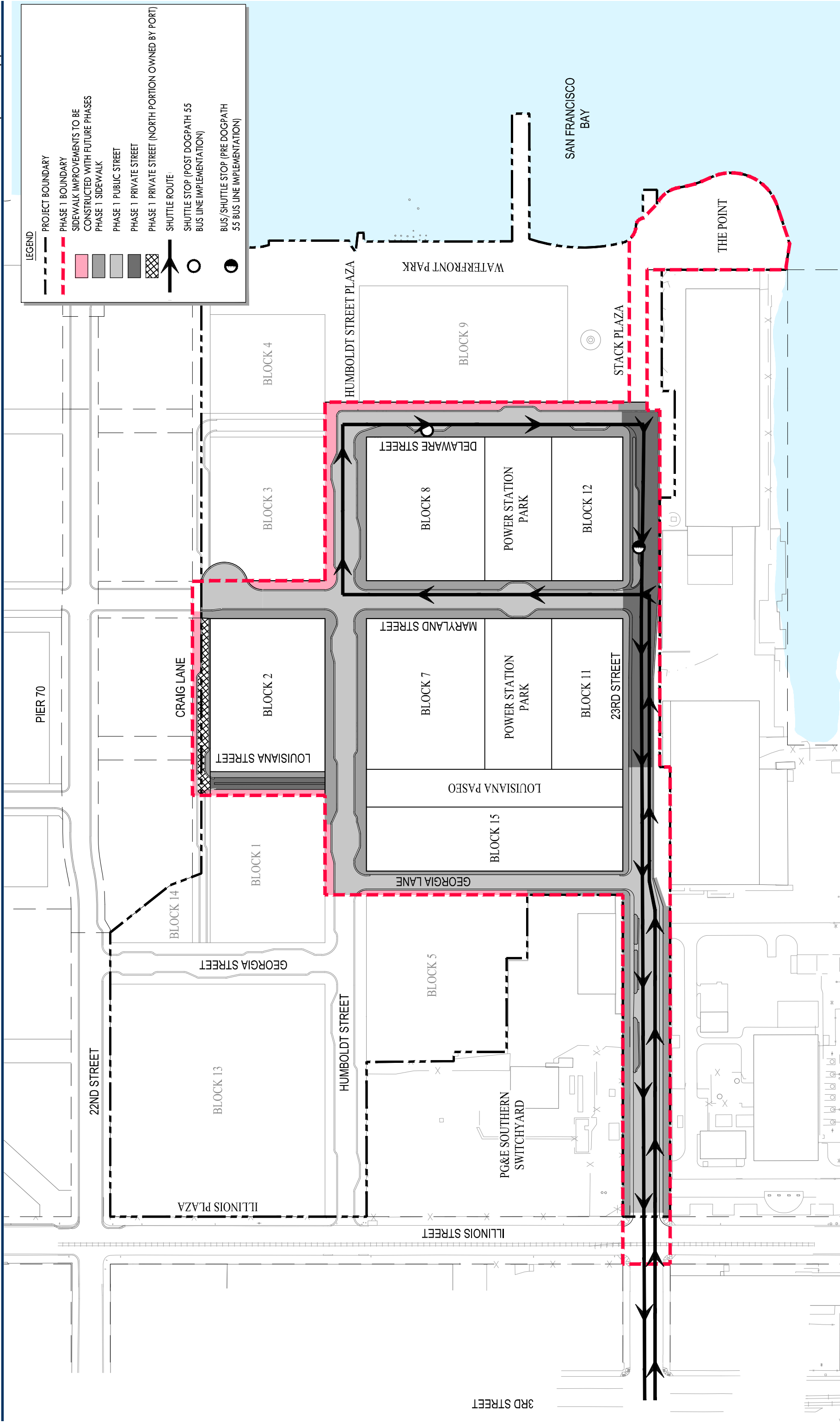


FIGURE 21: ALTERNATIVE PHASE 1 SHUTTLE ROUTE

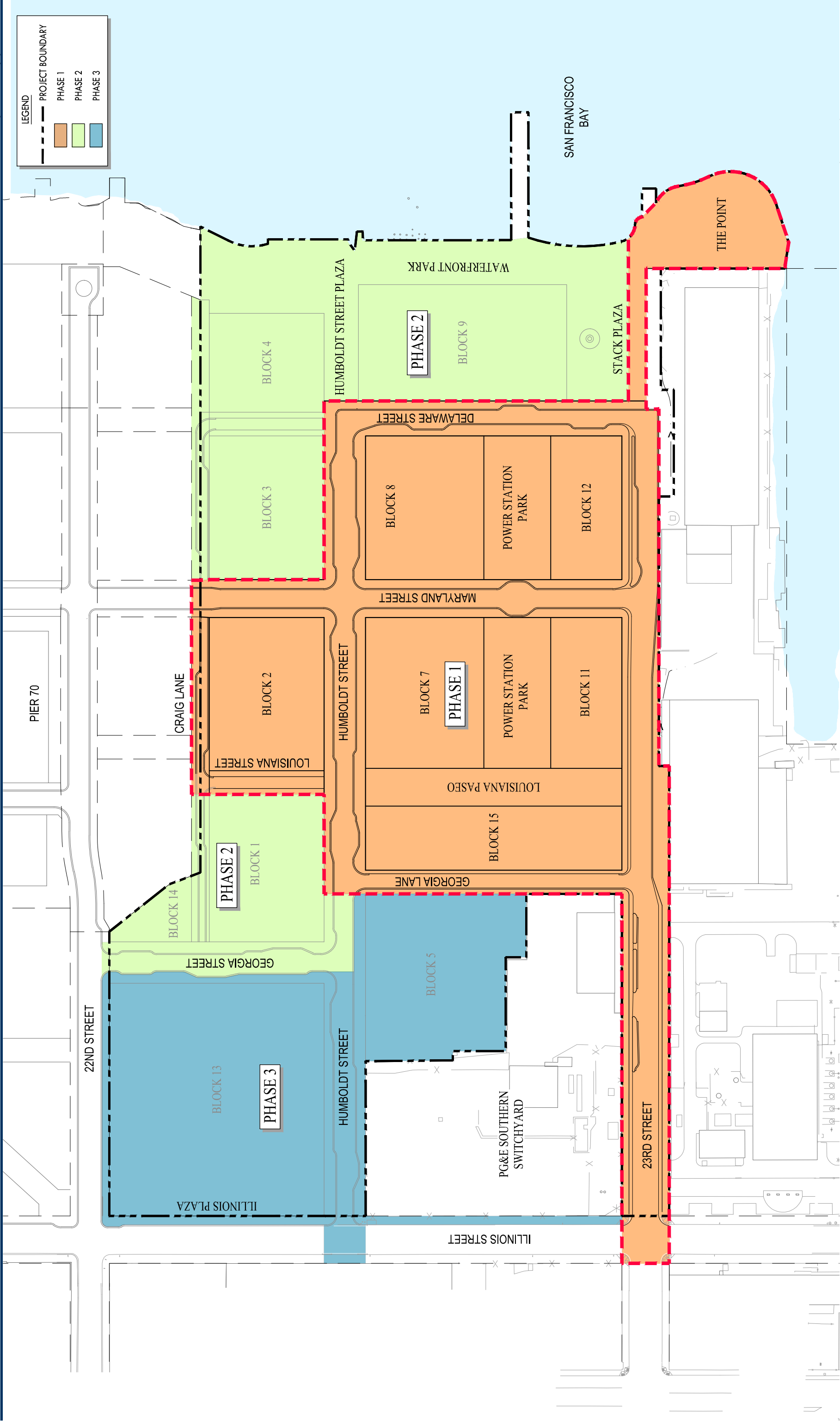


FIGURE 22: REVISED PHASING PLAN

FIGURE 23: SUSTAINABLE NEIGHBORHOOD FRAMEWORK

Mayor ED 13-01 Priority Permit

GOAL 1



Ensure Non-Toxic & Comfortable Air Indoors & Out

EQUITY

OPPORTUNITIES: keep from exacerbating the health impacts of cumulative air pollution like respiratory and cardiovascular; decrease hospital visits for those with limited access to health insurance.

CONSIDERATIONS: projects in neighborhoods with populations with greatest sensitivity to extreme heat should take additional measures to provide habitable environments; population-specific health challenges may warrant additional study.

RESILIENCE

OPPORTUNITIES: better respond to heat waves and bad air quality days.

CONSIDERATIONS: integrate future heating and cooling needs into energy capacity scaling equipment; extreme heat puts pressure on essential services such as energy, transport, and health.

CLIMATE

OPPORTUNITIES: lower toxic pollutants; renewable electricity exports; reduced risks of ozone production due to higher temperatures.

CONSIDERATIONS: analyze long-term climate impacts of strategies to respond to high temperatures.

TARGETS	APPROACHES	EXISTING REQUIREMENTS	GOALS FOR THE POTRERO POWER STATION	POTRERO D4D STANDARDS AND CONSIDERATIONS
ZERO-EMISSION environments	Land Use		<ul style="list-style-type: none"> TDM Plan that achieves Planning Code Compliant points target 	Section 5 Streets 5.2 Pedestrian Network 5.3 Bicycle Network 5.4 On-Street Class II Bicycle Parking 5.5 Transit Network 5.6 Shuttle Network Section 6 Buildings 6.18.8 Shared Thermal Energy Plants 6.18.9 All-Electric Buildings 6.18.20 Real Time Transportation Information Displays 6.20.3 Electric Vehicle Charging 6.20.4 Car Share 6.21.1 Bicycle Parking Ratios 6.21.6 Bicycle-Supportive Amenities 6.22.3 Maximum Parking Ratio
	All-Electric		<ul style="list-style-type: none"> Increase sustainable trips (walk, bike, transit, carpool) and encourage zero-emission vehicles for remainder 	
	Construction Practices	Construction Air Filtration [GBC]	<ul style="list-style-type: none"> 25% of all off-street parking stalls will be equipped with a plug for electrical vehicle charging 	
	Material Selection	Greenhouse Gas Emissions compliance checklist [CEQA]	<ul style="list-style-type: none"> Minimize or eliminate combustion within buildings 	
	Active Mobility	Transportation Demand Management (TDM)		
	Electric Vehicles	100% EV-ready off-street parking Installed chargers at 5% of spaces		
100% NON-TOXIC interiors	Material Selection	Low-Emitting Materials [GBC]	<ul style="list-style-type: none"> All buildings required to achieve LEEDv4 Gold certification and pursue at least three points under specific LEED materials and resources credits to encourage disclosure from materials manufacturers, prioritize responsible material selection and reduce whole building embodied carbon 	Section 6 Buildings 6.8.10 Life-cycle Assessment 6.18.2 Non-toxic Building Interiors 6.18.4 Materials & Resources 6.18.11 Natural Ventilation 6.18.12 Natural Daylight 6.18.13 Solar Control and Exterior Shading 6.18.15 Biophilic Design 6.18.19 Climate Resilience
	Air Filtration	High Quality Air Filtration [GBC]		
COMFORTABLE micro-climates	Passive Exterior Cooling	High Quality Air Filtration [Art 38]	<ul style="list-style-type: none"> See Robust Ecosystems Goal 	See Robust Ecosystems Goal
	Interior Respires			

Mayor ED 13-01 Priority Permit

SUSTAINABLE NEIGHBORHOOD FRAMEWORK (continued)

GOAL 2



Achieve an Efficient & Fossil Fuel-Free Environment

EQUITY

OPPORTUNITIES: healthier air; lower utility costs & minimized rate volatility; improved indoor comfort; energy revenues for local economy; equal access to energy efficiency upgrades for renters; increase job opportunities for energy upgrade work.

CONSIDERATIONS: avoid passing upfront retrofit costs to residents; limited triggers/funding for existing building retrofits; explore opportunities for community-owned solar.

RESILIENCE

OPPORTUNITIES: reduced outages; emergency power supplies; reduced risk from natural gas explosions; secure against global oil price shifts and instability; better respond to heat waves and bad air quality days.

CONSIDERATIONS: plan for most vulnerable communities; tenant education about energy measures are great opportunities to foster stronger and connected communities.

CLIMATE

OPPORTUNITIES: emission free; Increasing energy efficiency reduces overall demand and accommodates fuel switching; reduce toxic pollutants.

CONSIDERATIONS: when assessing carbon footprint factor-in gas leak rates at well sites, forgo gas infrastructures to receive credits .

TARGETS	APPROACHES	EXISTING REQUIREMENTS	GOALS FOR THE POTRERO POWER STATION	POTRERO D4D STANDARDS AND CONSIDERATIONS
Maximum energy EFFICIENT environments	Solar Orientation	Reduce energy use by 5% [Title 24/ GBC]	<ul style="list-style-type: none"> Buildings will consider passive design measures (orientation, massing, façade optimization) to reduce overall energy demand and active measures such as shared thermal energy plants to more effectively deliver energy to the buildings All buildings required to achieve LEEDv4 Gold certification which includes optimized energy performance as a certification strategy 	<p>Section 4 Open Space 4.27.3 Thermal Energy Plant Piping Connection</p> <p>Section 6 Buildings 6.8.10 Life-cycle Assessment 6.18.1 Building Performance 6.18.8 Shared Thermal Energy Plants 6.18.11 Natural Ventilation 6.18.12 Natural Daylight 6.18.13 Solar Control and Exterior</p>
	Building Form			
	Envelope & Façade Treatments			
	Mechanical Systems			
	Appliances			
	Vegetation			
	On-Site Renewable Power Generation			
100% CARBON-FREE energy	Solar Thermal Hot Water	15% roof area installed with solar PV or solar thermal systems (GBC)	<ul style="list-style-type: none"> Preferred locations for renewable energy production (PV and solar thermal hot water) based on solar access and visibility from other buildings, as outlined in Table 6.18.1 Consider providing sufficient renewable energy generation and battery storage to support adequate power supply for up to 72 hours during emergencies and power outages. Consider feasibility of meeting 100% of building energy demands with greenhouse gas free or renewable electricity through a combination of on-site renewable energy generation and green power purchase 	<p>Section 6 Buildings 6.18.9 All-Electric Buildings 6.18.10 Energy for Emergencies 6.18.21 Renewable Energy 6.19.1 Better Roofs 6.19.3 Photovoltaic Panels</p> <p>Table 6.19.1 Better Roofs Recommendations</p>
	Battery Storage			
	All-Electric			
	Green Power Purchase			

Mayor ED 13-01 Priority Permit

SUSTAINABLE NEIGHBORHOOD FRAMEWORK (continued)

GOAL 3



*Support Biodiversity & Connect
Everyone to Nature Daily*

EQUITY

OPPORTUNITIES: access to healthy and affordable food; physical and mental health improvement; social cohesion and connection to one's environment; reduced exposure to noise, air pollution, and extreme heat; robust biodiversity minimizes rodent infestations.

CONSIDERATIONS: inequitable access, use, or quality of green spaces by vulnerable populations; additional maintenance costs (public & private); potential existing contaminants for safe food production.

RESILIENCE

OPPORTUNITIES: ecosystem services improve shoreline and urban flood management, reducing housing and work place instability and access due to flooding; planted hillsides are less susceptible to erosion and landslides; wildlife biodiversity.

CONSIDERATIONS: increased landscaping that includes too much impervious surface can increase flooding; poor plant selection or irrigation equipment can exacerbate water scarcity.

CLIMATE

OPPORTUNITIES: enhance climate regulation and carbon sequestration; reduce carbon footprint associated with to large-scale food production; distribution and waste; improve water efficiency.

CONSIDERATIONS: gas-powered lawn equipment exacerbates emissions and health impacts of landscaping; poor landscaping maintenance practices can lead to additional methane from decomposing green waste.

TARGETS	APPROACHES	EXISTING REQUIREMENTS	GOALS FOR THE POTRERO POWER STATION	POTRERO D4D STANDARDS AND CONSIDERATIONS	
GREEN space equivalent to 1/2 site area	Open Spaces	36 SF per unit, 48 SF if common space (does not require greening) [PC]	<ul style="list-style-type: none">Public access to 1,170 linear feet of waterfront, which will include planting and trees; 100% of waterfront areas to be publicly accessible100% of public realm stormwater managed by green infrastructureProvide approximately 6.9 acres of parks and open space, which will include plantings and trees.	Section 4 Open Space	Section 6 Buildings
	Living Roofs	30% roof area as living roof [PC alt]		4.1 Open Space Network	6.8.9 Living/Green Walls
	Green Walls			4.3 Resilience and Adaptation	6.19.1 Better Roofs
	Green Infrastructure	Manage 25% of stormwater onsite [SMO option]		4.4 Open Space Pedestrian Circulation	
BIODIVERSE landscapes of 100% climate appropriate, majority local species	Right-Of-Way	1 street tree every 20' [PC]	<ul style="list-style-type: none">100% of greening to be climate appropriate or programmed to accommodate Active UseAt least 50% of understory plants should be California and San Francisco native plants and include pollinator speciesInterpretive signage can support eco-literacy on site	4.6.7 Plants: Interpretation and Education	
	Tree Canopy			4.16 Waterfront Open Spaces	
	Understory Planting			4.17 Waterfront Open Spaces – Circulation	
	Natural Areas			4.18 Waterfront Outdoor Dining Food Service Areas	
	Building Façades			4.19 Waterfront Park	
HEALTHY food & wildlife systems	Buildings	Bird Safe Buildings [PC]	<ul style="list-style-type: none">100% of newly provided public and private streets to have sidewalks or recreation paths and nighttime lightingMinimum of 25% of open space available for active recreation use (e.g., sports fields, flexible play areas)Provide access to healthy and affordable food through permanent and temporary on-site amenities	Section 4 Open Space	Section 5 Streets
	Open Spaces			3.1.1 Permitted Uses Table	5.2 Pedestrian Network
				5.3 Bicycle Network	
				Section 4 Open Space	Section 6 Buildings
				4.4 Open Space Pedestrian Circulation	6.17.1 Frontages for Wellness and Gathering
				4.9.9 Furnishing - Responsible Material Use	6.17.2 Frontages for Community Use
				4.10 Bicycle Parking – Open Space	6.18.14 Active Design
				4.11.8 Permeable Paving	6.18.15 Biophilic Design
				4.11.9 Wood Decking	6.18.16 Building Amenities for Wellness
				4.11.10 Responsible Material Use	6.18.17 Family Friendly Design
				4.13 Wellness	6.19.6 Living Roof Uses
				4.24 Humboldt Street Plaza	
				4.28.1 Flexible Field	
				4.29.1 Sculptural Play Features	
				4.30 Louisiana Paseo	
				4.31 Rooftop Soccer Field	

Mayor ED 13-01 Priority Permit

SUSTAINABLE NEIGHBORHOOD FRAMEWORK (continued)

GOAL 4



Support Biodiversity & Connect
Everyone to Nature Daily

EQUITY

OPPORTUNITIES: keep from exacerbating the health impacts of populations impacted by toxins in water; reduce home-based health hazards; reduce the disproportionate racial impact of flooding.

CONSIDERATIONS: ground water pollution is more prevalent in disadvantaged communities; in case of emergency plan for large-scale temporary relocation of low-income residents; use high quality potable water filters.

RESILIENCE

OPPORTUNITIES: decrease risk of flooding of power generation, transmission, and distribution networks; reduce vulnerability to droughts; better respond to heat waves and bad air quality days.

CONSIDERATIONS: in urban centers, critical services like healthcare, food supply, transportation, energy systems, schools and retail share interdependencies with water.

CLIMATE

OPPORTUNITIES: decrease in energy and emissions associated with extraction, conveyance, treatment and consumption of water.

CONSIDERATIONS: climate change is expected to impact water quality by increasing the nutrient content, pathogens, and the sediment levels of surface water.

TARGETS	APPROACHES	EXISTING REQUIREMENTS	GOALS FOR THE POTRERO POWER STATION	POTRERO D4D STANDARDS AND CONSIDERATIONS	
REGENERATIVE systems that minimize consumption & maximize reuse	Efficient Fixtures	Reduced water consumption [GBC]	<ul style="list-style-type: none">Use non-potable water to meet 100% of project demands for flushing, irrigation, and cooling towers.	Section 4 Open Space 4.6.2 Plants: Water Use 4.6.6 Recycled Water and Plant Selection 4.8.1 Site Irrigation 4.8.2 Plant Species Hydrozones 4.8.3 Pressurized Drip Irrigation at Turf Areas	Section 6 Buildings 6.18.7 Recycled Water 6.18.8 Shared Thermal Energy Plants 6.19.2 Living Roof Non-Potable Irrigation 6.19.4 Living Roof Permanent Irrigation
	Smart-Metering	Residential multifamily water sub-metering [GBC/CA Water Code]		Section 5 Streets 5.11.10 Irrigation 5.12.3 Non-Potable Irrigation 5.13.2 Site Irrigation	
	Non-Potable Reuse	Onsite systems for non-potable flushing and irrigation [Art 12C]			
	Irrigation	Low water, climate appropriate plants [GBC]			
100% FLOOD-SAFE buildings & sidewalks	Design Elevations	Sea level rise consideration [CEQA] 100-yr flood disclosure	<ul style="list-style-type: none">100% of buildings, sidewalks, and street assets resilient to permanent inundation (up to 66-inches of sea level rise) plus 42-inches for 100-year coastal flood elevations, which includes storm surge100% of public realm stormwater managed by green infrastructure	Section 4 Open Space 4.3 Resilience and Adaptation	
	Grey Infrastructure	Ensure positive sewage flow, raise entryway elevation and/or special sidewalk construction and deep gutters if risk of ground-level flooding		Section 6 Buildings 6.18.19 Climate Resilience	
	Green Infrastructure	Manage 25% of stormwater onsite [SMO option]		PPS Infrastructure Plan Section 5, Sea Level Rise and Adaptive Management Strategy	
HIGH QUALITY waterways & sources	Erosion Prevention	Slowed stormwater flow rates [SMO]	<ul style="list-style-type: none">Zero increase in combined sewage overflows annually100% of public realm stormwater managed by green infrastructure	Section 4 Open Space 4.7.1 Stormwater (SW) Management 4.7.2 Stormwater Treatment Area Requirements 4.7.3 Stormwater Management Plant-Based Facility Design	Section 6 Buildings 6.19.1 Better Roofs
	Pollutant Management	Reduced runoff and pollution from construction [GBC] (MS4) filter or treat 80% on site [SMO]		Section 5 Streets 5.13.1 Streetscape SW Treatment Planter Design 5.13.3 Stormwater Management Plantings	PPS Infrastructure Plan Section 14, Sanitary Sewer System Section 16, Stormwater Management

Mayor ED 13-01 Priority Permit

SUSTAINABLE NEIGHBORHOOD FRAMEWORK (continued)

GOAL 5



EQUITY

OPPORTUNITIES: reduced noise and emissions from waste collection vehicles and transfer stations; reduced vermin; reduced solid waste fees.

CONSIDERATIONS: user education; space trade-offs for adequate collection and storage; limited recycling of certain types of food packaging; health impacts of waste-management jobs.

RESILIENCE

OPPORTUNITIES: less risk of pollution from waste management facilities in case of major climate event; upcycling products can lead to more localized resource independence.

CONSIDERATIONS: mis-managed waste can contaminate soil, ground water, and the Bay.

CLIMATE

OPPORTUNITIES: reduction in methane (potent greenhouse gas 35-80x CO2); reduction in scarce resources extraction and transportation; reduction in fossil fuel consumption.

CONSIDERATIONS: energy required to recycle and upcycle materials; truck emissions associated with waste transfer and marketplace delivery.

*Prioritize Resource Conservation,
Responsibility & Reuse*

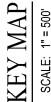
TARGETS	APPROACHES	EXISTING REQUIREMENTS	GOALS FOR THE POTRERO POWER STATION	POTRERO D4D STANDARDS AND CONSIDERATIONS
100% RESPONSIBLE material use	Resource Extraction		<ul style="list-style-type: none"> Use materials/systems that minimize resource use, eliminate waste, and protect health Include embodied carbon considerations in materials selection throughout horizontal and vertical design processes 	Section 4 Open Space 4.9.9 Furnishing – Responsible Material Use 4.11.9 Responsible Material Use Section 6 Buildings 6.8.10 Life-cycle Assessment 6.18.2 Non-toxic Building Interiors 6.18.4 Materials & Resources
	Reusable Products			
Significantly REDUCED per-capita waste generation	3-Stream Waste Collection	Accessible and sufficient collection systems	<ul style="list-style-type: none"> 100% of open spaces include three-stream waste systems 	Section 4 Open Space 4.9.5 Waste Receptacles
	Consumption & Purchasing	Recycling and composting (Buildings)	<ul style="list-style-type: none"> Meet City ordinances for waste reduction to reduce consumption and provide adequate waste management infrastructure to support the City-wide Zero Waste Goal 	Section 5 Streets 5.14.7 Waste Receptacles
	Cost Monitoring			
100% materials RECOVERED from waste stream	Material Re-Use		<ul style="list-style-type: none"> Divert at least 65% percent of construction and demolition waste materials per State and City and County of San Francisco targets 	Section 2 Telling our Story: Interperative Vision Section 5 Streets 5.14.11 Salvaged Material Section 6 Buildings 6.12 Existing Buildings within the Third Street Industrial District: The Stack 6.13.1 Unit 3 Retained Features 6.13.9 Unit 3 Retained Features 6.14 Existing Buildings within the Third Street Industrial District: Station A
	Construction Debris	Construction waste diversion (65%)		



APPENDIX A

Phase 1 Street Sections with Utility Separations





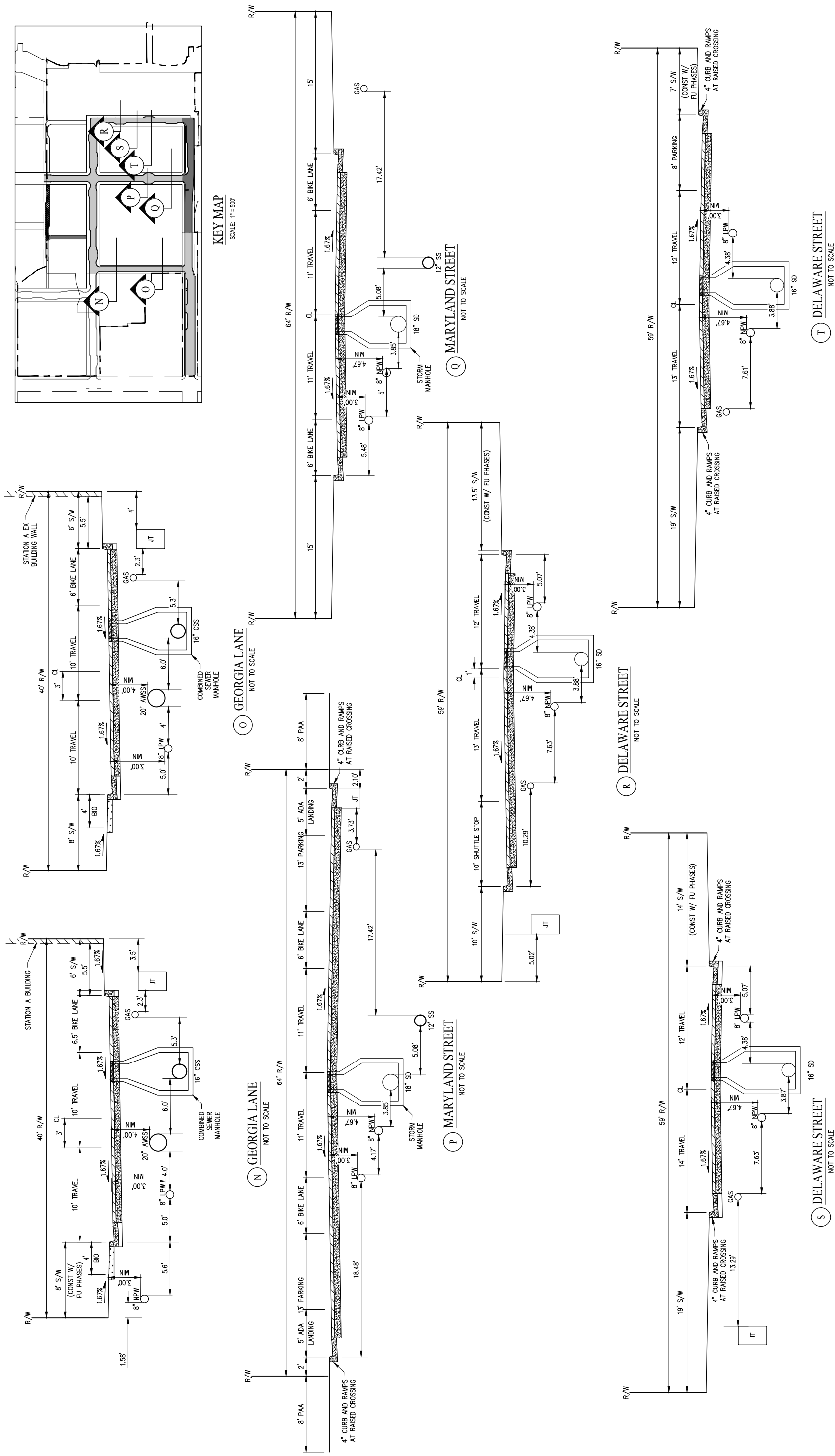


FIGURE A-3: PHASE 1 STREET SECTIONS

APPENDIX B

Phase 1 Intersection Geometry

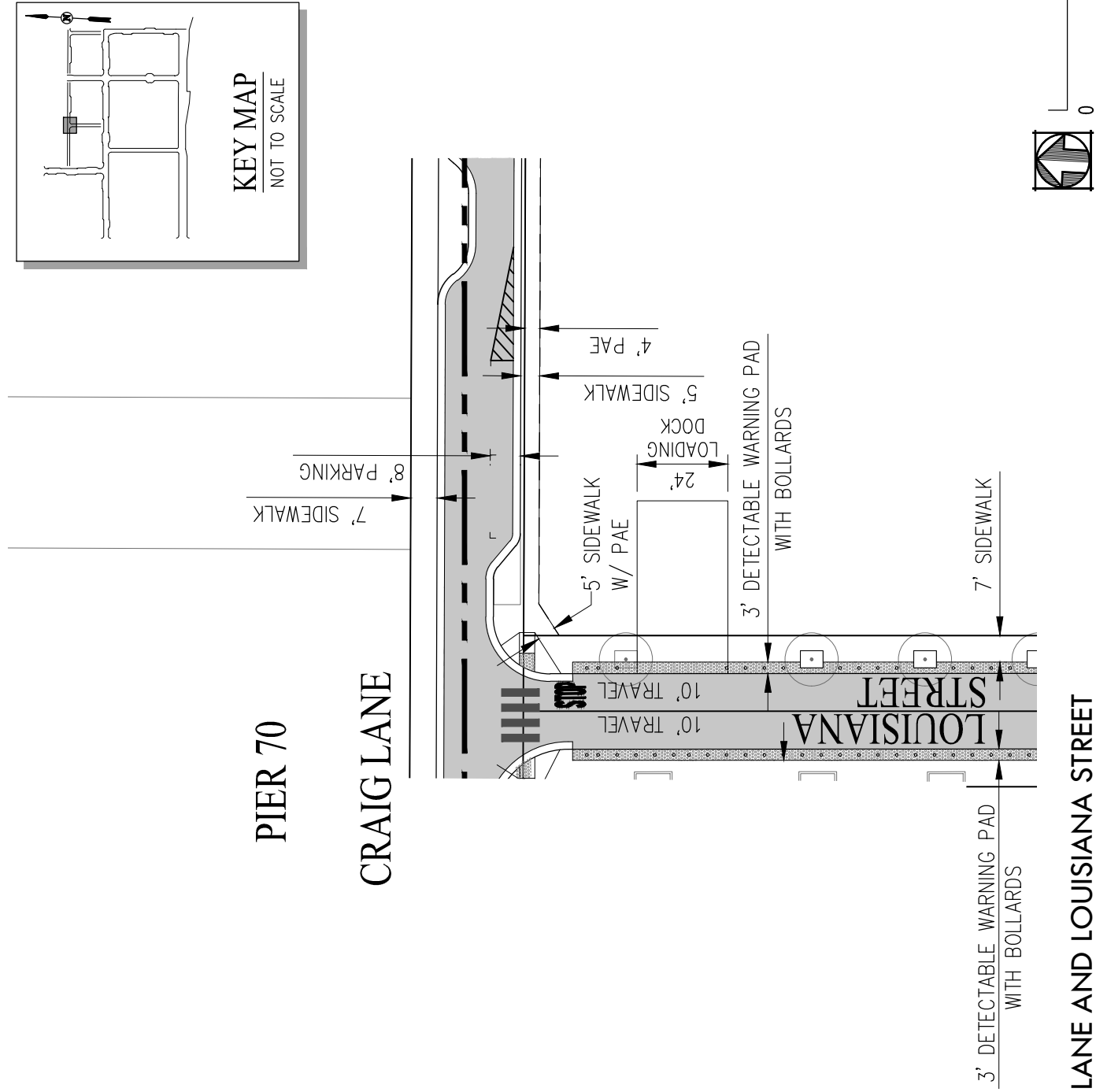


FIGURE B-1: CRAIG LANE AND LOUISIANA STREET

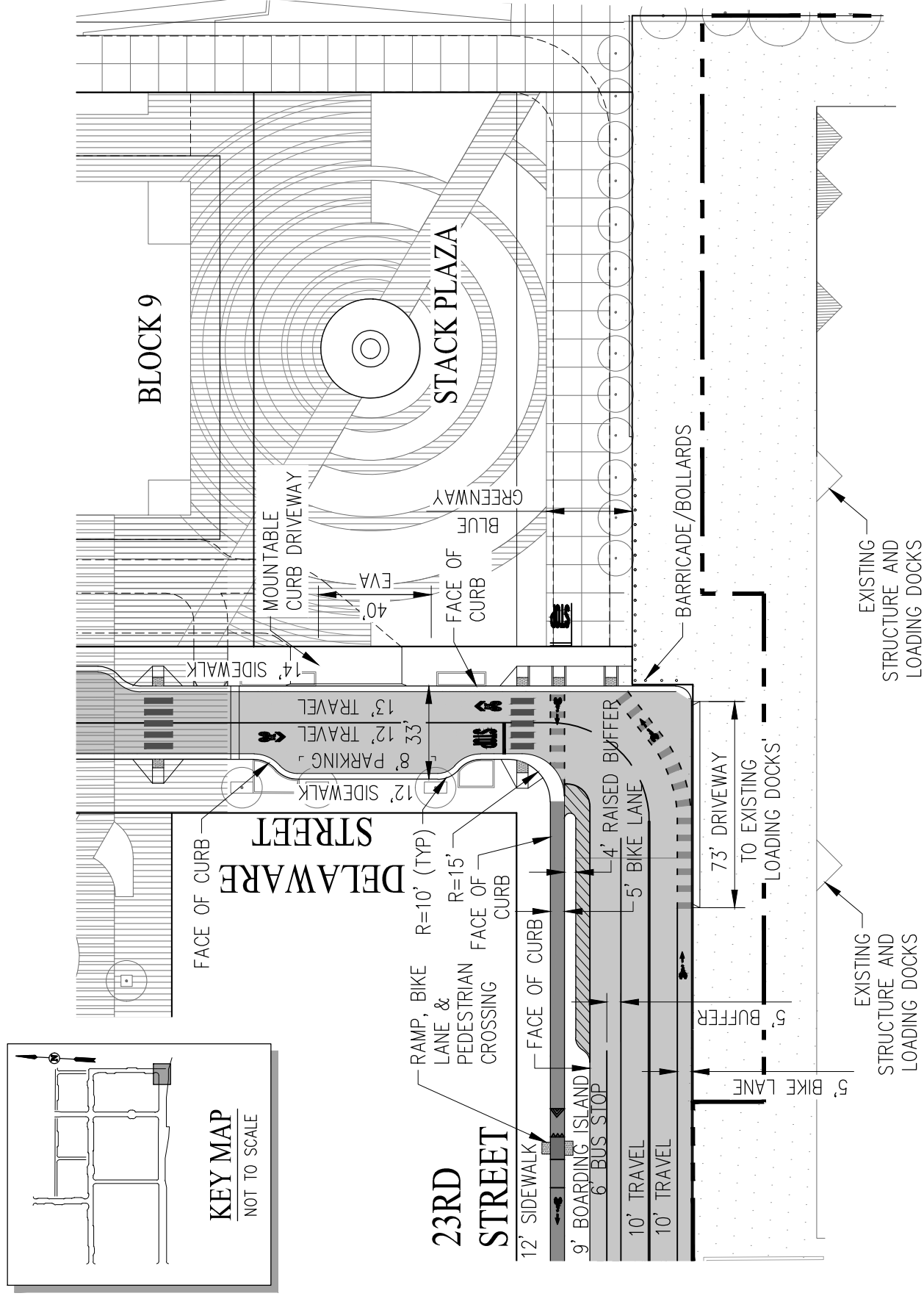


FIGURE B-2: DELAWARE STREET AND 23RD STREET

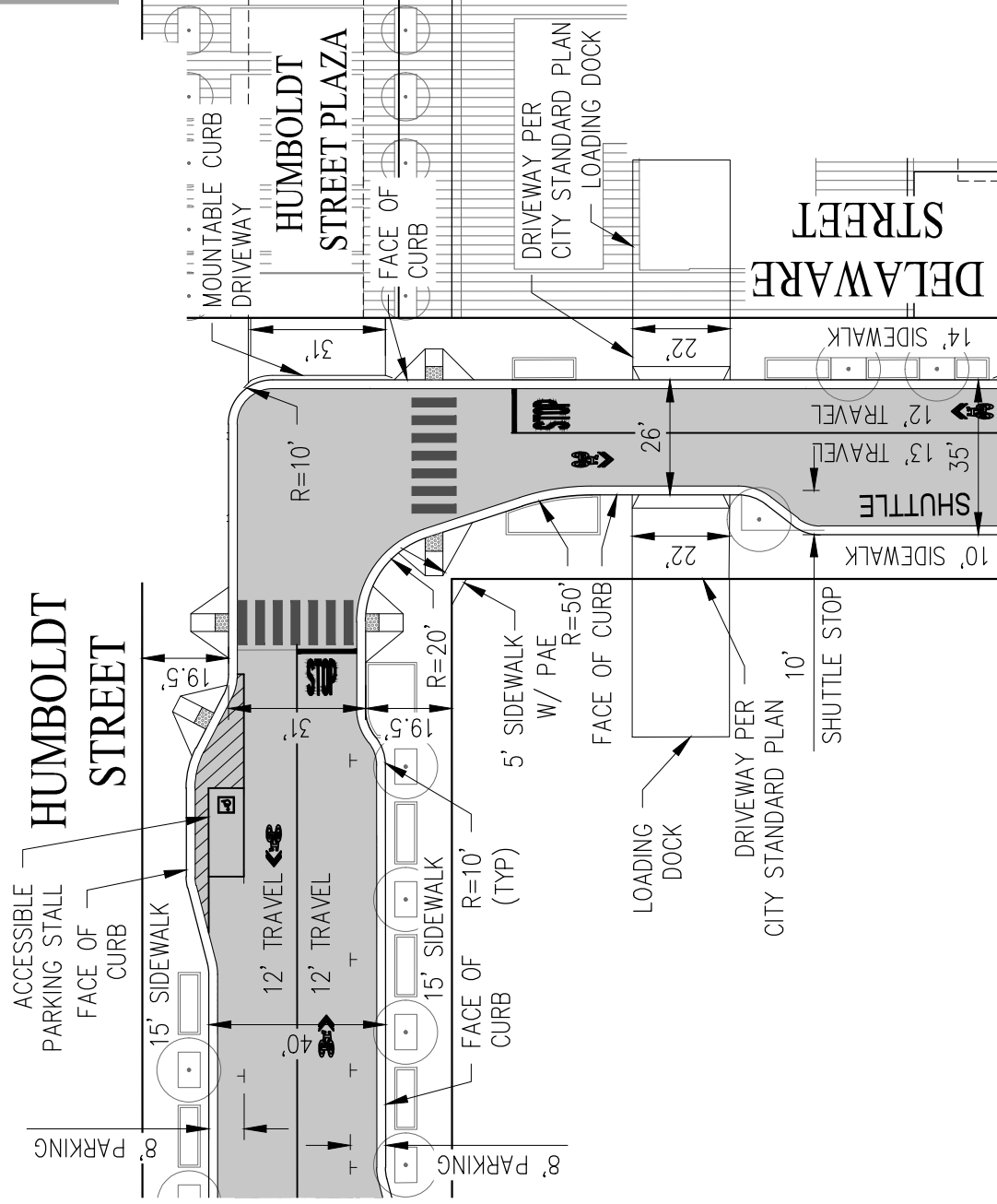
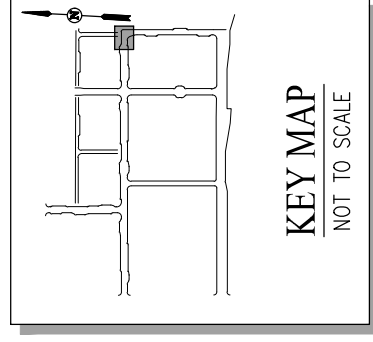


FIGURE B-3: HUMBOLDT STREET AND DELAWARE STREET

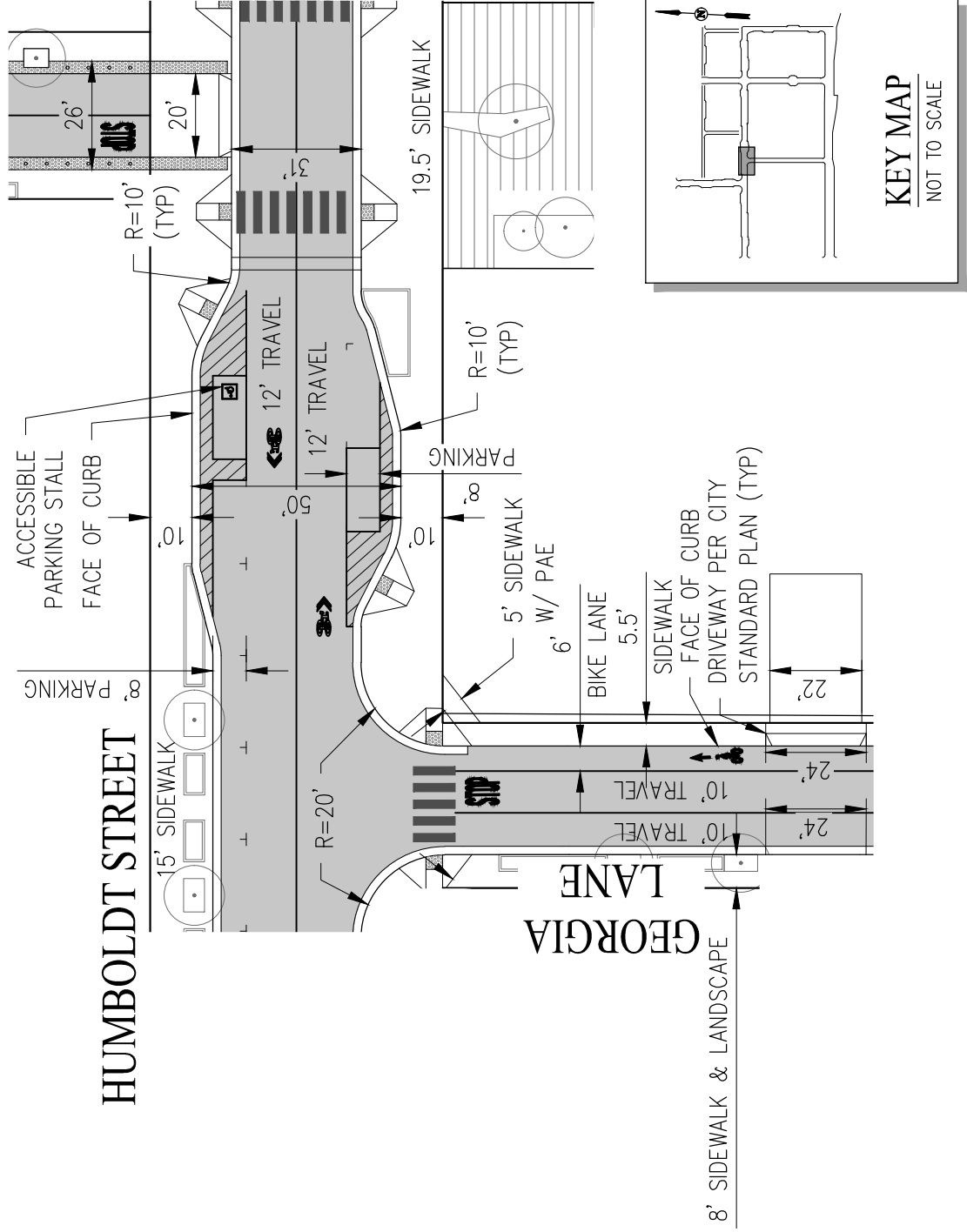


FIGURE B-4: HUMBOLDT STREET AND GEORGIA LANE

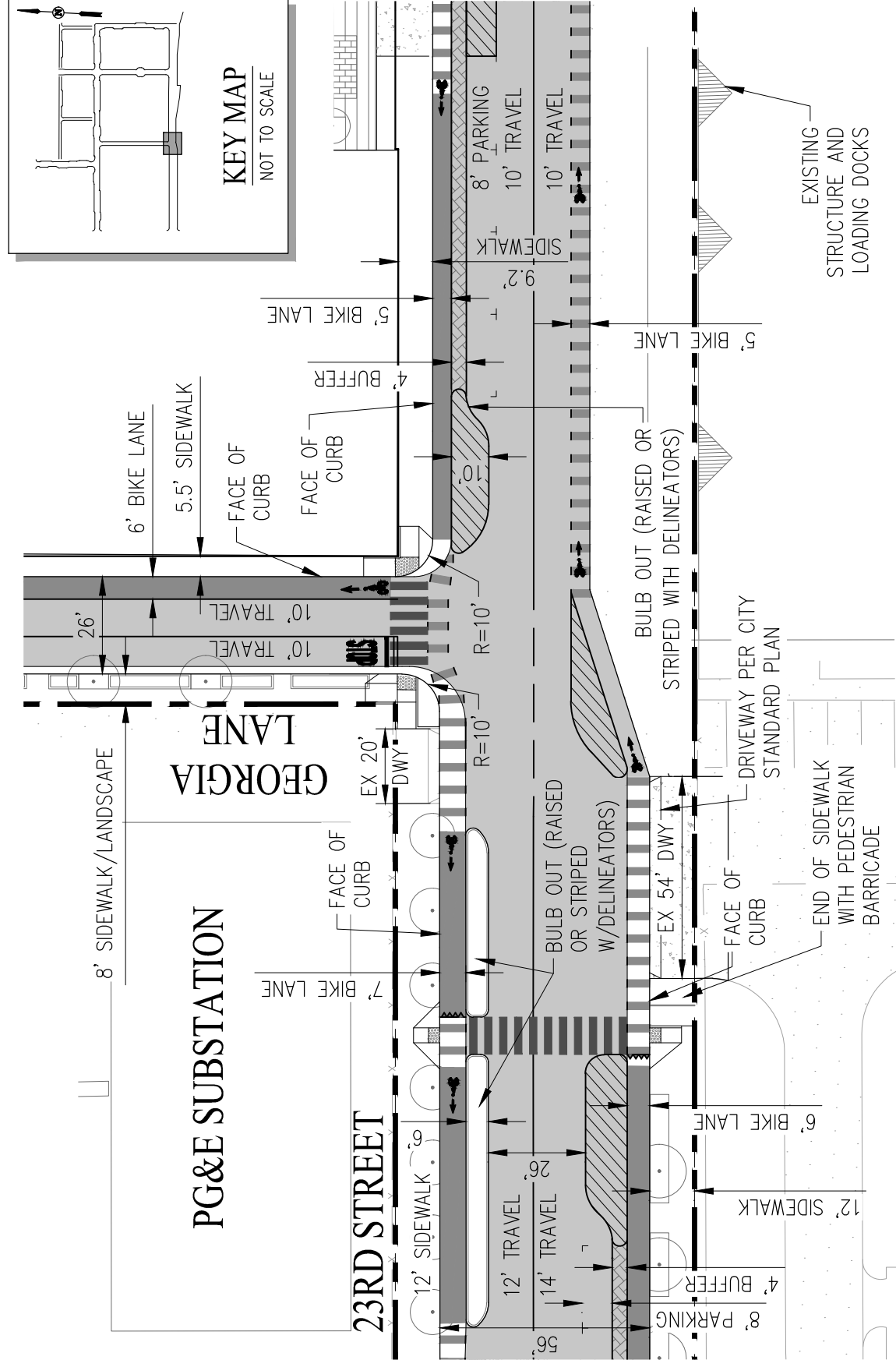


FIGURE B-5: GEORGIA LANE AND 23RD STREET



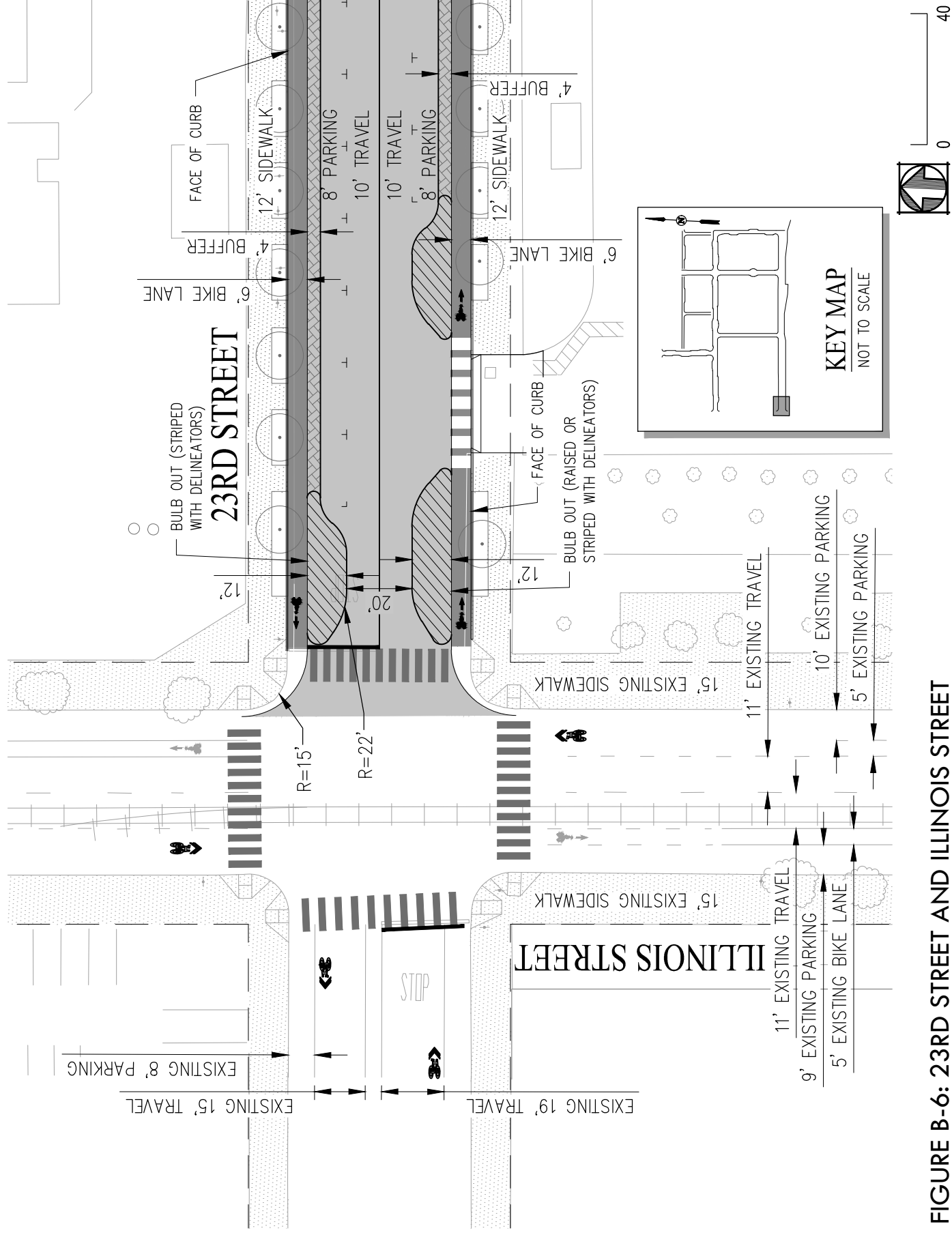


FIGURE B-6: 23RD STREET AND ILLINOIS STREET

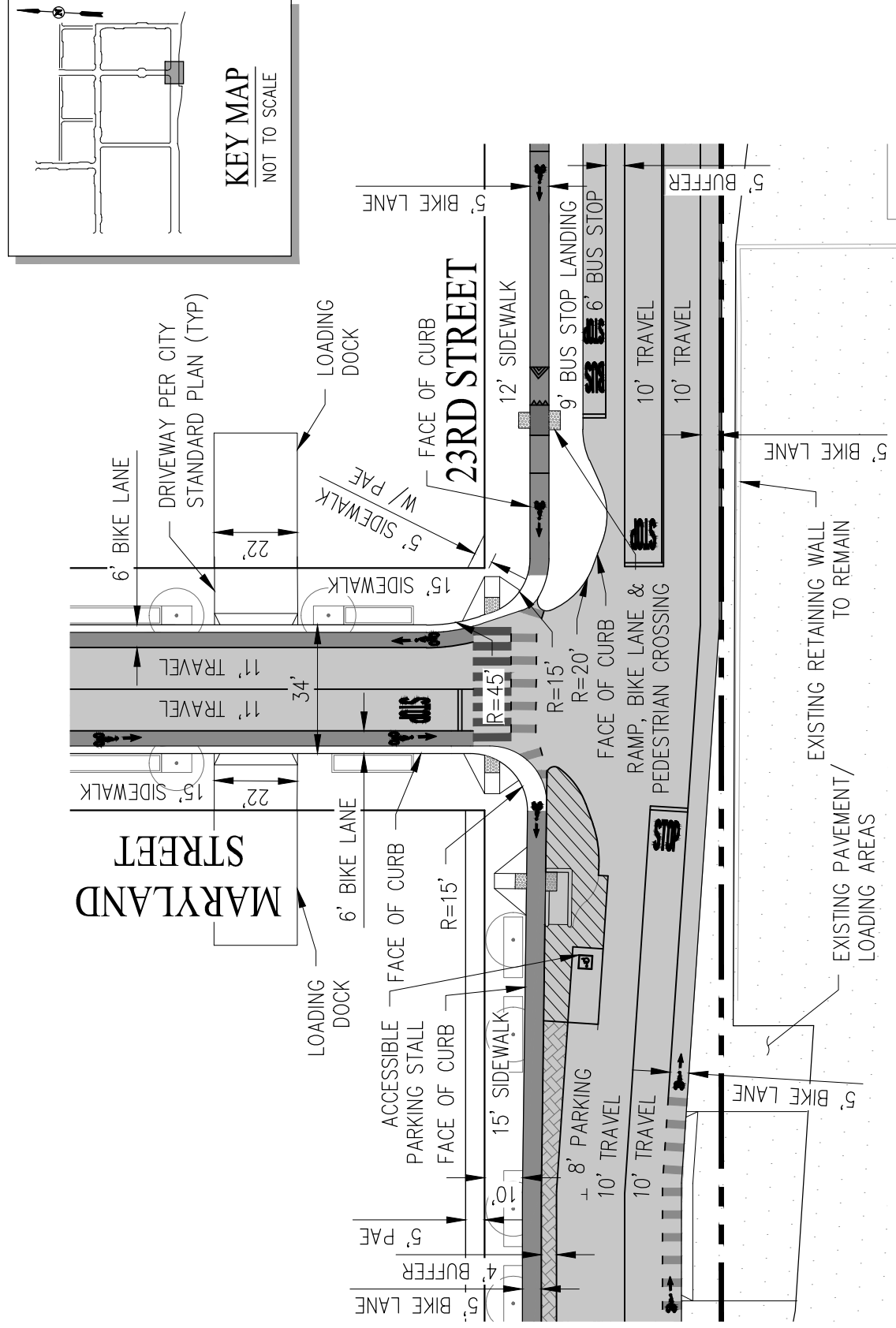


FIGURE B-7: MARYLAND STREET AND 23RD STREET

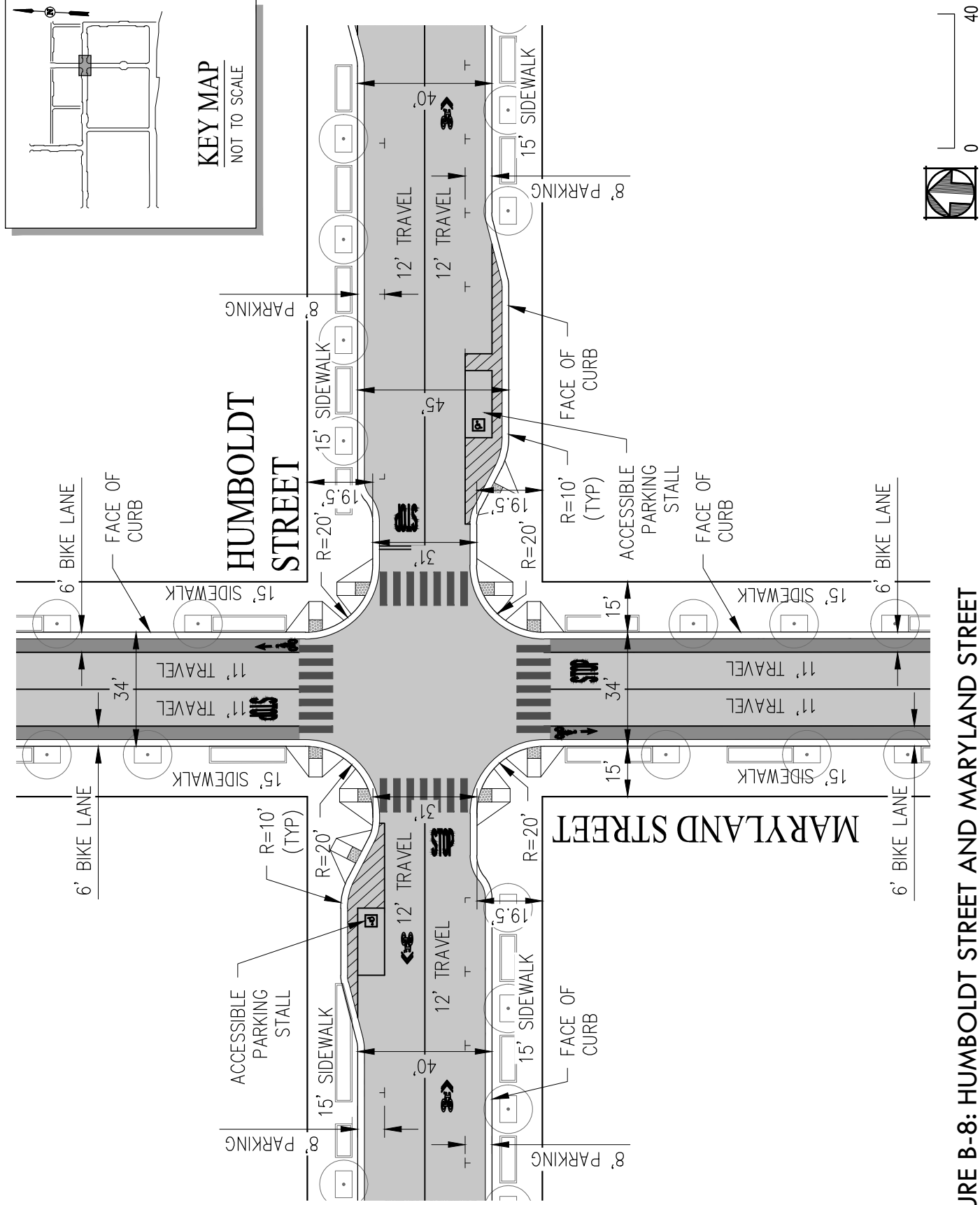


FIGURE B-8: HUMBOLDT STREET AND MARYLAND STREET

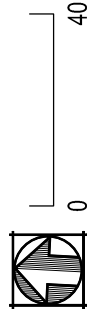
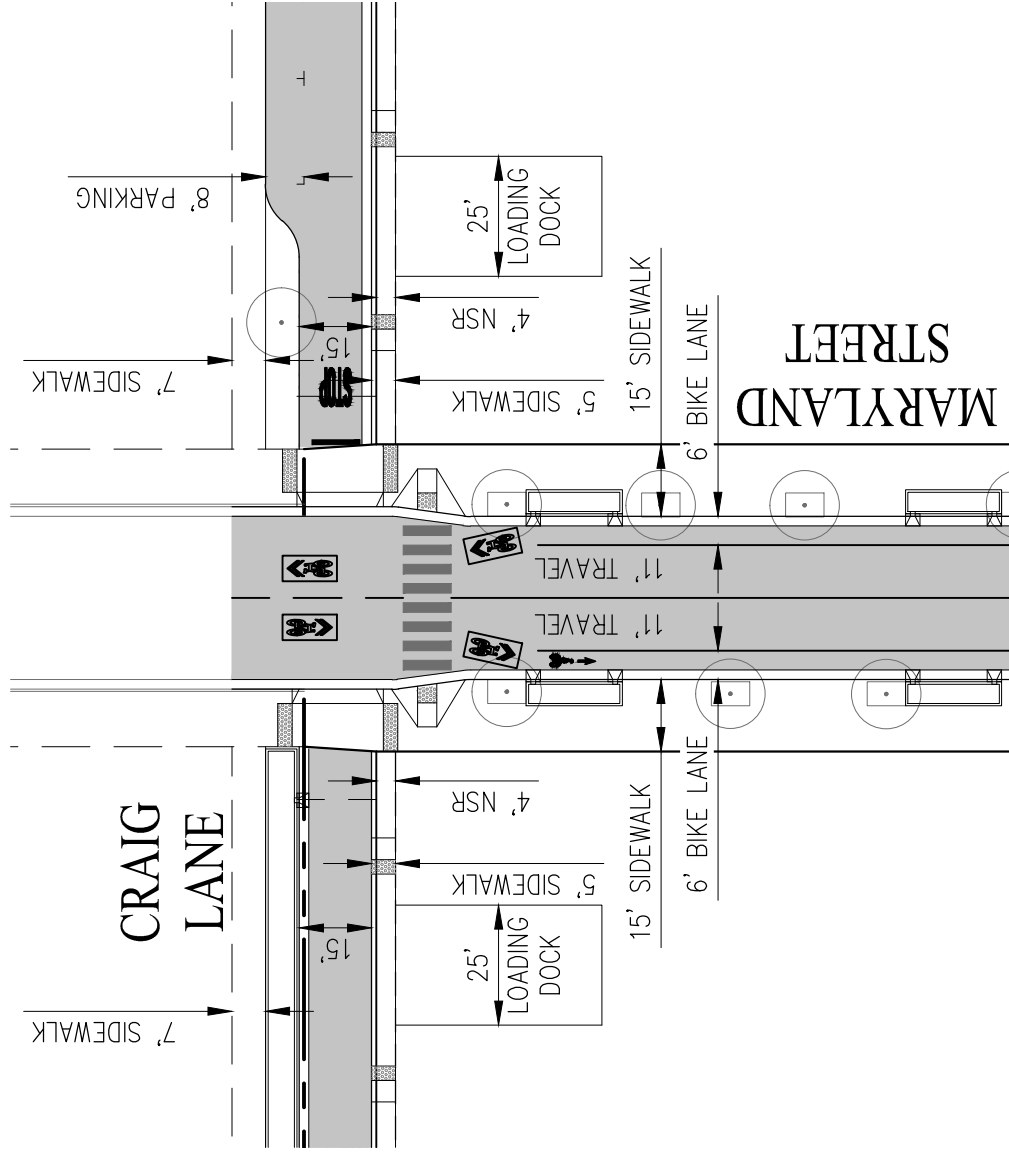
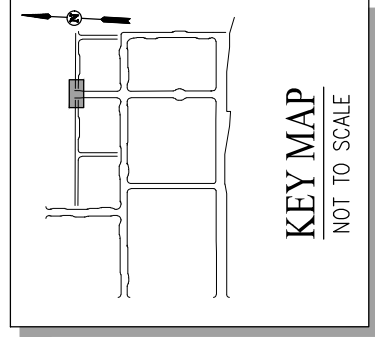


FIGURE B-9: CRAIG LANE AND MARYLAND STREET

Attachment C
Phasing Plan Amendment Application

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J. ABRAMS LAW, P.C.

One Maritime Plaza Suite 1900
San Francisco, CA 94111

Jim Abrams
Jabrams@jabramslaw.com
(415) 999-4402

May 29, 2020

Richard Hills
Planning Director
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: Potrero Power Station Mixed-Use Development Project – Development Phase 1

Dear Director Hillis:

This firm represents California Barrel Company LLC, sponsor of the Potrero Power Station Mixed-Use Development Project (the “Project”). We are pleased to submit for the Planning Department’s consideration the Development Phase Application for Phase 1 of the Project, as required by Section 3.2.1 of the Project’s Development Agreement.

The proposed Development Phase 1 differs from that contemplated by the Phasing Plan in the Development Agreement. Most significantly, in response to community input, the proposed Development Phase 1 includes the historically significant “Station A” building. This building is included in Development Phase 4 as shown the Development Agreement. Members of the preservation and neighborhood community requested that the building be moved to an earlier phase in order to reduce the potential for the building to collapse in a seismic event. No amendment of the Development Agreement is required to make this proposed change in phasing, as the Development Agreement authorizes an administrative procedure for amending the Phasing Plan.

We respectfully request your approval of the following applications:

- Application to Amend of Phasing Plan – As the proposed Development Phase 1 differs from that shown in the Phasing Plan attached to the Development Agreement, an amendment of the Phasing Plan is required, under Section 3.2.5 of the Development Agreement. Under Section 3.2.6 of the Development Agreement, the Planning Director is charged with approving amendments to the Phasing Plan, so long as the amendment meets certain specified “Phasing Goals”. We respectfully submit that the attached application demonstrates that the proposed amendment meets the Phasing Goals.
- Application for Development Phase Approval – A separate application requests approval of Development Phase 1. The application is required to contain the information detailed

in Exhibit O of the Development Agreement. We believe that the application is complete and meets these requirements. Pursuant to Exhibit O, the Planning Director is charged with approving the Development Phase Application.

The project sponsor will soon submit Design Review Applications for Station A and potentially other buildings located in the proposed Development Phase 1. Pursuant to the Project's Special Use District (the "SUD"), the project sponsor will be holding a pre-application community meeting to discuss these proposed building designs. If the proposed building designs comply with the quantitative building design requirements of the SUD and the Project's Design for Development, the SUD authorizes the Planning Department to approve the Design Review Applications.

We look forward to discussing Development Phase 1 and Station A in further detail with you, the Department, and the community in the coming months.

Sincerely,

A handwritten signature in black ink, consisting of a large, stylized capital 'J' followed by a horizontal line that tapers off to the right.

Jim Abrams

CC: Anne Taupier, Mayor's Office of Economic and Workforce Development
Jon Lau, Mayor's Office of Economic and Workforce Development



San Francisco Planning

DEVELOPMENT AGREEMENT SUBSEQUENT APPROVAL (PHA)

GENERAL INFORMATION

Property Information

Project Address: 420 23rd Street, San Francisco, CA 94103

Block/Lot(s): 4175/002; 4175/017; 4175/018 (partial); 4232/001; 4232/006

Property Owner's Information

Name: California Barrel Company, LLC; Enrique Landa

Address: 420 23rd Street, San Francisco, CA 94107

Email Address: e5@associatecapital.com

Telephone: 415.796.8945

Applicant Information

☒ Same as above

Name:

Company/Organization:

Address:

Email Address:

Telephone:

Please Select Billing Contact:

☐ Owner

☐ Applicant

☐ Other (see below for details)

Name: _____ Email: _____ Phone: _____

Please Select Primary Project Contact:

☐ Owner

☐ Applicant

☐ Billing

☐ Housing Delivery Agency (e.g. OEWD, OCII, TIDA, PORT, MOHCD)

RELATED APPLICATIONS

Related Building Permit Applications

☒ N/A

Building Permit Applications No(s):

Related Preliminary Project Assessments (PPA)

☐ N/A

PPA Application No(s): 2017-011878PPA

PPA Letter Date: 12.19.2017

PROJECT INFORMATION

Project Description:

Please describe the scope of work in this Development Agreement Subsequent Approval application. Please note that the Project Application that will accompany this supplemental will reflect the project data from this Development Agreement Subsequent Approval application, rather than the overall Development Agreement application.

The scope of work in this Development Agreement Subsequent Approval application is an amendment to our Phasing Plan. For additional information, please see attached.

Please indicate if this application is for:

☐ Development Phase Application

☐ Design Review

☐ Design Review for Community Improvements

Modifications:

Please indicate any request modification to Design for Development Requirements.

There are no modifications to D4D requirements contained in our Development Phase Application.

PROJECT AND LAND USE TABLES

		Existing	Proposed
General Land Use	Parking GSF	86,800	247,458
	Residential GSF	498	712,950
	Retail/Commercial GSF	0	22,400
	Office GSF	4000	1,159,104 (Commercial)
	Industrial-PDR	133,319	12,000
	Medical GSF	0	0
	Visitor GSF	0	0
	CIE (Cultural, Institutional, Educational)	0	12,000
	Useable Open Space GSF	0	TBD
	Public Open Space GSF	42,689	130,757 (2.87 acres)

Project Features	Dwelling Units - Affordable	0	220
	Dwelling Units - Market Rate	0	660
	Dwelling Units - Total	0	880
	Hotel Rooms	0	0
	Number of Building(s)	18 Structures site-wide (including tanks / equipment)	At least 7
	Number of Stories	4 (within Phase 1 extent)	Up to 23
	Parking Spaces	~144	TBD (not to exceed permitted ratios)
	Loading Spaces	no designated spaces	TBD (will comply with SUD + D4D)
	Bicycle Spaces	5	TBD (will comply with SUD + D4D)
	Car Share Spaces	0	TBD (will comply with SUD + D4D)
	Other: _____		

Land Use - Residential	Studio Units	0	TBD
	One Bedroom Units	1	TBD
	Two Bedroom Units	0	TBD
	Three Bedroom (or +) Units	0	TBD
	Group Housing - Rooms	0	None anticipated
	Group Housing - Beds	0	None anticipated
	SRO Units	0	None anticipated
	Micro Units	0	None anticipated
	Accessory Dwelling Units For ADUs, list all ADUs and include unit type (e.g. studio, 1 bedroom, 2 bedroom, etc.) and the square footage area for each unit.	0	None anticipated

APPLICANT'S AFFIDAVIT

Under penalty of perjury the following declarations are made:

- a) The undersigned is the owner or authorized agent of the owner of this property.
- b) The information presented is true and correct to the best of my knowledge.
- c) Other information or applications may be required.
- d) I hereby authorize City and County of San Francisco Planning staff to conduct a site visit of this property as part of the City's review of this application, making all portions of the interior and exterior accessible through completion of construction and in response to the monitoring of any condition of approval.
- e) I attest that personally identifiable information (PII) - i.e. social security numbers, driver's license numbers, bank accounts - have not been provided as part of this application. Furthermore, where supplemental information is required by this application, PII has been redacted prior to submittal to the Planning Department. I understand that any information provided to the Planning Department becomes part of the public record and can be made available to the public for review and/or posted to Department websites.

DocuSigned by:

Enrique Landa
Signature

Enrique Landa

Name (Printed)

6/3/2020

Date

Managing Member

415-796-8945

e5@associatecapital.com

Relationship to Project
(i.e. Owner, Architect, etc.)

Phone

Email

For Department Use Only

Application received by Planning Department:

By: _____

Date: _____

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The project sponsor respectfully requests an amendment to the Phasing Plan pursuant to Section 3.2.5 of the Development Agreement. We respectfully submit that that revised Phasing Plan meets the Phasing Goals as shown in Section 3.2.5:

- 1) Rational Development. Associated Community Benefits should be developed in an orderly manner and consistent with the Plan Documents. Finished portions of the Project should be generally contiguous or adjacent to a completed street.*

The proposed revisions to the Phasing Plan do not alter the Associated Community Benefits as defined in the Plan Documents in any manner. The attached proposed revised Phasing Table does not delete any Associated Community Benefits nor change the technical description of those improvements.

Finished portions of the Project would be contiguous to a completed street, because the Development Agreement requires that finished portions of the Project be generally contiguous or adjacent to a completed street. Section 3.6.2 of the Development Agreement requires that all Public Improvements (which definition includes streets) that are required to serve a Building (as identified in the Infrastructure Plan and Phasing Plan) must be completed and accepted by the Board of Supervisors on or before issuance of the First Certificate of Occupancy for that Building.

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

The proposed revisions to the Phasing Plan do not alter the Development Agreement's requirement that all Public Improvements (which definition includes streets) that are required to serve a Building (as identified in the Infrastructure Plan and Phasing Plan) must be completed and accepted by the Board of Supervisors on or before issuance of the First Certificate of Occupancy for that Building.

In addition, as shown on the attached proposed amendment to the Phasing Table, the proposed revisions do not alter which Block is linked to each Horizontal Improvement. The revisions alter which Development Phase in which certain Horizontal Improvement are located, but only when the associated Building is proposed to be located in a different Development Phase.

Overall, the proposed revisions would result in significantly improved access to visitors, residents and businesses, as it would increase the number of streets that would be constructed in Development Phase 1. The Phasing Plan currently requires 23rd and portions of Maryland Street Delaware Street, and Humboldt Street to be improved or constructed. The proposed revisions would require all of Maryland Street to be improved, a more significant portion of Humboldt Street to be constructed, and would also require construction of Georgia Lane, Louisiana Paseo and Louisiana Street, and portions of Craig Lane. Overall, the proposed revisions would significantly improve access to the site over the current Phasing Plan.

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

The proposed revisions would increase the number of parcels in Development Phase 1, but would decrease the potential for parcels to remain undeveloped for two reasons. First, the current Development Phase 1 includes construction of a hotel, which would be moved to Development Phase 2 in the requested amendment. Given current economic conditions, development of a hotel is unlikely in the near term. Second, as indicated in the Development Agreement, due to the high level of affordable housing required by the Project without public subsidy, the Project will need to rely on revenues from office uses constructed as part of the Project to finance the affordable housing requirements of the Development Agreement. The proposed revision would increase the total number of development parcels designated for commercial use in Development Phase 1, thereby increasing the likelihood that residential parcels will be developed.

- 4) Flexibility. *Flexibility to respond to market conditions, cost and availability of financing and economic feasibility should be provided.*

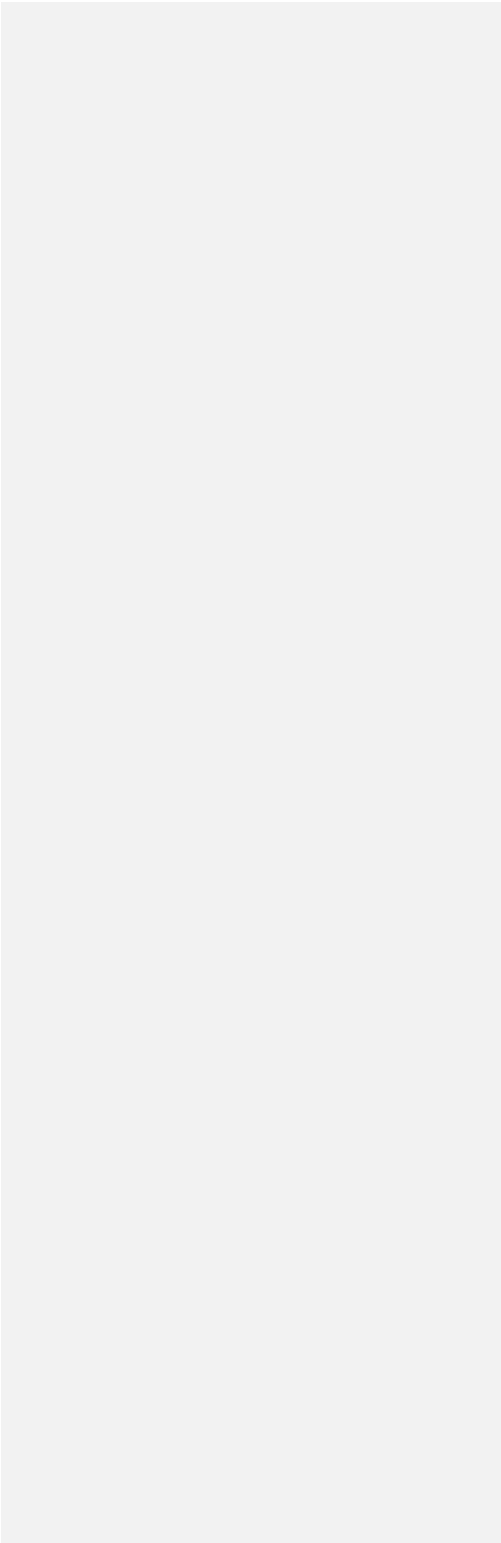
The proposed revision responds to market conditions by removing a hotel from Development Phase 1, and adding a Block that is designated for life science use to Development Phase 1. In addition, the Phasing Plan currently divides Blocks 15, 11 and 12 into different Development Phases. The amendment would include all of these Blocks in Development Phase 1, which responds to market demand for a commercial tenant desiring multiple buildings.

- 5) Proportionality. *If the change would delay the production of Associated Community Benefits or reallocate Associated Community Benefits due to a change in the proposed boundaries of development parcels, the Project should continue to meet the Proportionality Requirement.*

The proposed revisions do not affect the overall proportionate delivery of Associated Community Improvements, because the amendment does not change which Building is linked to each Associated Community Improvement, except in three cases. Importantly, in each such case, the Associated Community Improvements are moved to the same or earlier phase than currently shown in the Phasing Plan. First, the Phasing Table currently shows the La Cocina space as being provided either on Block 11 or 13. The proposed amendment would change this requirement to Block 11 or 12, both of which are located in proposed Development Phase 1. As the Phasing Plan shows Block 13 as the final Development Phase, the revision would move the La Cocina space from potentially being provided in the final Development Phase to the Development Phase 1. Second, the Phasing Table shows the second Child Care facility as being provided in Block 15. The proposed amendment would move this facility to Block 7, which is located in proposed Development Phase 1. Finally, the potential public library would be moved from Block 15 to Block 1, which would move this facility from Development Phase 4 to Development Phase 2.

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Exhibit M
Phasing Plan and Phasing Diagram



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**Exhibit M-1
Phasing Plan**

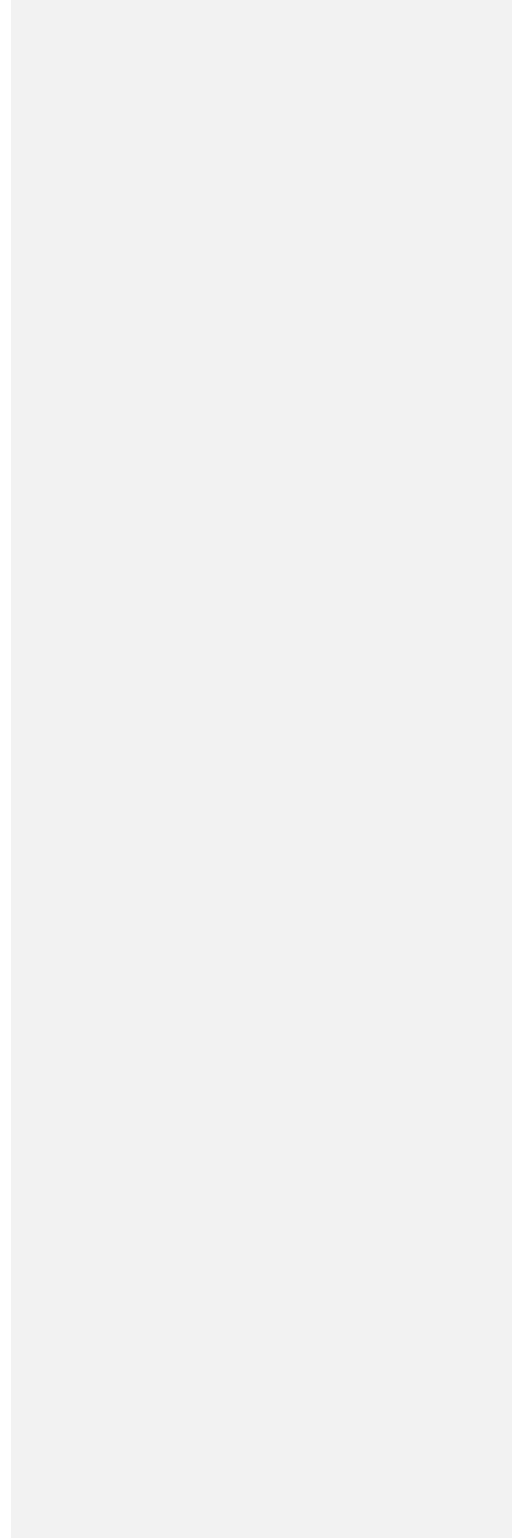





Exhibit M-1 Phasing Plan

1. PHASING GENERALLY

1.1 Generally. The development of the Project as provided in this Phasing Plan and the Plan Documents has been carefully structured to meet (and the City acknowledges and agrees that development of the Project as provided herein does meet) the requirement that the Public Improvements and Privately-Owned Community Improvements (including the Parks and Open Spaces) be provided proportionately with the development of market-rate housing and commercial-office uses taking into account the Project as a whole. This Phasing Plan may be modified as set forth in Section 3.2.5 and Section 3.2.6 of the Development Agreement. Initially capitalized and other terms not listed below are defined in the Development Agreement. All references to the Development Agreement include this Phasing Plan.

1.2 Development Phases. The attached Phasing Diagram (Exhibit M-2.2) identifies the following three Development Phases:

- Phase 1
- Phase 2
- Phase 3
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1.3 Procedures. Development Phase Applications shall be submitted and reviewed in conformance with the Development Agreement, including the Development Phase Application Procedures and Requirements, attached as Exhibit O to the Development Agreement. The attached phasing table (the “**Phasing Table**”) assigns each Public Improvement or Privately-Owned Community Improvement to a particular Development Phase, and in some cases, to particular Buildings. Each of the Parks and Open Spaces identified in the Phasing Table are shown on Exhibit M-2.1 (Open Spaces Areas). Unless this Phasing Plan is modified as set forth in Section 3.2.5 and Section 3.2.6 of the Development Agreement, each Development Phase Application shall assign each Public Improvement and Privately-Owned Community Improvement to the Development Phase and Building (if any) shown on the Phasing Table. The City shall not disapprove a Development Phase Application on the grounds that the proposed Development Phase does not contain Public Improvements and Privately-Owned Community Improvements other than those listed for such Development Phase described in the Phasing Table.

1.4 Schedule of Performance

(a) The Phasing Table indicates whether each Public Improvement or Privately-Owned Community Improvement is a Vertical Improvement

or a “**Horizontal Improvement**.”¹ The Phasing Table further identifies the Plan Document and section thereof that describes each Public Improvement or Privately-Owned Community Improvement. The Phasing Table may be modified (including whether each Public Improvement and Privately-Owned Community Improvement is a Vertical Improvement or a Horizontal Improvement) in conjunction with the Phasing Plan as set forth in Section 3.2.5 and Section 3.2.6 of the Development Agreement.

(b) **Vertical Improvements.** The Development Phase Application shall assign each Vertical Improvement within such Development Phase to a particular Building or Buildings, as applicable. Developer shall complete any Privately-Owned Community Improvements that are Vertical Improvements on or before issuance of the First Certificate of Occupancy for such assigned Building or Buildings. Developer shall complete any Public Improvements that are Vertical Improvements as described in Section 3.6.2 of the Development Agreement.

(c) **Horizontal Improvements.** Developer shall Commence Construction of each Privately-Owned Community Improvement that is a Horizontal Improvement within three years of the date that Developer has Commenced Construction of the Development Phase in which such Privately-Owned Community Improvement is located and all conditions in Section 4.2 of the Development Agreement for such Privately-Owned Community Improvement, as applicable, have been satisfied. Developer shall complete any Public Improvements that are Horizontal Improvements in accordance with the applicable Public Improvement Agreement.

(d) Developer shall complete all Public Improvements and Privately-Owned Community Improvements in accordance with the applicable Plan Documents, and in a good and diligent manner, without material defects, in accordance with City-approved construction documents.

(e) **PG&E Sub Area.** The Phasing Table assigns certain Privately-Owned Community Improvements to either Block 13 (which is owned by PG&E as of the Reference Date), or alternately, to a Block or Blocks outside of the PG&E Sub Area (a “**Non-PGE Sub Area Block**”). As described further below, this Phasing Plan requires that certain of these Privately-Owned Community Improvements on Block 13 be assigned to a Building on a Non-PGE Sub Area Block if the entity that owns Block 13 is not a party to the Development Agreement within a certain timeframe.

2. AFFORDABLE HOUSING

Affordable housing is an Associated Community Benefit and shall be delivered in accordance with the terms and conditions of the Housing Plan.

¹ I’m open to further defining Horizontal Improvements but have been careful to describe the requirements of this Plan as attaching only to those Horizontal Improvements shown on the Phasing Table. I read the Phasing Table as defining the universe of Horizontal Improvements.

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3. PUBLIC IMPROVEMENTS AND PRIVATELY-OWNED COMMUNITY IMPROVEMENTS BY DEVELOPMENT PHASE

3.1 Child Care Facilities. Developer shall construct two child care facilities, each no smaller than six thousand (6,000) gross square feet in size (each, an “**On-Site Child Care Facility**”). Each On-Site Child Care Facility shall be located in the Development Phase set forth in the Phasing Table. The Development Phase Application shall specify in which Building an On-Site Child Care Facility shall be located. Each On-Site Child Care Facility shall have sufficient protected outdoor space to meet the requirements of California law, and be available for lease to a licensed nonprofit operator without charge for rent, utilities, property taxes, building services, repairs or any other charges of any nature, as evidenced by a lease and an operating agreement between the sponsor and the provider, with a minimum term of four years. Thereafter, each On-Site Child Care Facility must be available to a licensed nonprofit operator for an additional period of four years, at a cost not to exceed actual operating (those incurred during the initial four-year term) reasonably allocated to similar facilities in similar buildings, amortized over the remaining term of the lease. In consideration of these requirements, Planning Code sections 414.1-414.15 and sections 414A.1-414A.8 shall not apply to the Project.

3.2 Community Facility. Developer shall construct as part of the Development Phase set forth in the Phasing Table at least one on-site community facility that is no smaller than twenty-five thousand (25,000) gross square feet in size (the “**Community Facilities Space**”). Developer shall specify the Building in which the Community Facilities Space shall be located in the Development Phase Application. If the entity that owns Block 13 is not a party to the Development Agreement prior to the City’s approval of the Development Phase Application for Development Phase 2, Developer shall specify a Building on a Non-PG&E Sub Area Block in which the Community Facilities Space shall be located, which Building may be located in Development Phase 1, or Development Phase 2. Developer shall select a nonprofit operator of the community facility (the “**Community Facilities Entity**”). A “**Community Facilities Use**” is a use that includes community clubhouses, neighborhood centers, or other community facilities whether publicly or privately owned and open for public use in which the chief activity is not carried on as a gainful business and whose chief function is the gathering of persons from the immediate neighborhood in a structure for the purposes of active recreation, social interaction, and education, and that has an indoor area that can be used for active recreation purposes, such as basketball, volleyball, yoga, jai-alai, dance, or other sports. An appropriate restriction will be recorded against the Community Facilities Space so that it is restricted to a Community Facilities Use for the life of the Building, unless no Community Facilities Entity can be identified through the process identified in this Section. The Community Facilities Space shall be provided by Developer to the Community Facilities Entity in Warm Shell condition. The conveyance agreement(s) applicable to the Community Facilities Space (the “**Community Facilities Space Agreement**”) shall at a minimum require the Community Facilities Entity to (1) continually use such space (subject to damage and destruction and reasonable hours of operation consistent with other comparable facilities), (2) provide commercially reasonable insurance coverage, (3) adhere to maintenance and security protocols, and (4) timely pay its proportionate share of all

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pass-through and other charges, including applicable property taxes and assessments (including in-lieu payments), insurance and maintenance, and other operating expenses, all generally consistent with other tenants or owners in the applicable Building. The Community Facilities Entity shall not, however, pay a purchase price or rent for the Community Facilities Space. The Community Facilities Space Agreement shall require that Developer shall provide to the selected Community Facilities Entity an allowance of five million dollars (\$5,000,000.00) for tenant improvement costs. If such tenant allowance is not paid prior to January 1, 2030, the amount due shall be escalated by CPI commencing on January 1, 2030. If Developer and the Community Facilities Entity are not able to reach agreement on the final form of the Community Facilities Space Agreement within six (6) months after the identification of such Community Facilities Entity notwithstanding good faith negotiations on the part of both parties, or if the Community Facilities Entity defaults in its obligations under the Community Facilities Space Agreement (after the expiration of notice and cure periods contained therein), then Developer shall work in good faith to find a new Community Facilities Entity for the Community Facilities Space and provide such Community Facilities Space, each as set forth above. If Developer is unable to identify an appropriate Community Facilities Entity after twelve (12) months of good faith efforts, Developer shall notify the Planning Director and Developer and the Planning Director shall jointly work in good faith to select a new Community Facilities Entity, which evaluation shall consider public agencies that may wish to operate a Community Facilities Use. If Developer and the Planning Director are unable to select a new Community Facilities Entity within twelve (12) months of Developer's notification to the Planning Director, then Developer shall have the right to rent or convey the Community Facilities Space to any user without restriction; provided, in the event of a rental, the applicable Community Facilities Space shall be offered again to a new Community Facilities Entity on the expiration of that rental under the process described above.

3.3 Option for Public Library. Developer shall grant to City an option to lease approximately five thousand (5,000) square feet of ground floor space for use by the San Francisco Public Library within a completed Building on one of the Blocks set forth on the Phasing Table. Developer will identify the Building where the option lease space will be located in the Development Phase Application for the applicable Development Phase. If City wishes to exercise the option, City will notify Developer in the Development Phase Approval, and the Parties will negotiate a letter of intent for the proposed lease. The lease will, at a minimum, provide for fair market rent for a term of not less than ten (10) years and otherwise on commercially reasonable terms. Following the letter of intent, the parties will negotiate the commercial lease in good faith, consistent with the letter of intent, as soon as possible but in any event before the completion of the applicable Building. If the parties are not able to agree on the fair market rent, they will submit the matter to baseball arbitration with qualified MAI appraisers with not less than 10 years professional experience valuing commercial real estate in San Francisco. The lease will be subject to Board of Supervisor's approval and annual certification by the Controller that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure. If the Parties enter into such lease, Developer shall pay Two Million Five Hundred Thousand Dollars (\$2,500,000.00) to the San Francisco Public Library for capital and operating costs for the public library prior to the City's issuance of the First Certificate of Occupancy for

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the Building containing such library. Upon Developer's payment, Developer's obligations under this Section 3.3 shall terminate.

3.4 Alternative Funding for Public Library. If the San Francisco Public Library identifies and secures a site for a public library located within three-quarters (3/4) of a mile from the Project Site, and obtains all required City or Port approvals for construction of a public library at such site, then Developer shall pay Two Million Five Hundred Thousand Dollars (\$2,500,000.00) to the San Francisco Public Library or to the non-profit organization that agrees to construct or finance the Building on behalf of the San Francisco Public Library, for the capital and/or operational costs for such library. In such event, Developer's obligations under Section 3.3 shall terminate.

3.5 Payment to SFPUC for Capital Costs of AWSS Infrastructure. Based on a recent study commissioned by SFPUC, additional improvements are being considered to enhance AWSS service to the project vicinity, including Mission Bay. Developer will provide a one-time capital contribution not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00) current dollars to the City, subject to a 4.5% escalation calculated from the time of project approval, to pay for a share of the system-wide improvements proposed in the vicinity of the Project. This payment amount will be provided based on an actual fair share calculation up to the specified amount and must be utilized to pay for improvements that benefit the Project. Unless the parties mutually agree to a different payment trigger, payment will be due at the earlier of either SFPUC's notice to proceed for the system-wide improvements or City's acceptance of the final public street in Development Phase 3.

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3.6 Designated Life Science Building. The Design for Development permits Office and Life Science uses (as such uses are defined in Planning Code section 102 as of the Reference Date) on Blocks 2, 3, 11, 12, and 15. Developer shall designate as part of a Development Phase Application one of the foregoing Blocks for construction of a minimum of one (1) Building that is no less than 130,000 gross square foot in size and restricted to Life Science use (inclusive of any accessory uses) on all floors above the basement and ground floors (the "**Designated Life Science Building**"). Developer shall make such Block selection in the Development Phase Application for Development Phase 1, 2, or 3. No later than the commencement of construction of the first Building in such selected Development Phase, Developer shall record a notice of special restrictions on the Block that Developer has selected for the Designated Life Science Building. Such notice of special restrictions shall require that at least one Building constructed on such Block be no less than 130,000 gross square foot in size and be restricted to Life Science use (inclusive of any accessory uses) above the basement and ground floors, and shall prohibit Developer from permitting or constructing any other Building or use on such Block that would render the construction of the Designated Life Science Building physically or legally infeasible. Developer shall not be obligated to construct the Designated Life Science Building. Such notice of special restrictions shall terminate upon expiration or termination of the Development Agreement.

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3.7 La Cocina. Developer shall construct as part of the Development Phase set forth in the Phasing Table a space for PDR use (specifically, food production and

catering use) for the non-profit “La Cocina” that is no smaller than 1,500 gross square feet in size (the “**La Cocina Space**”). This space shall not be counted as part of the Community Facilities Space required by Section 3.2 of this Phasing Plan. Developer shall specify the Building in which the La Cocina Space shall be located in the Development Phase Application. The La Cocina Space shall be provided by Developer to La Cocina in Warm Shell condition. Developer shall provide an allowance of up to two hundred twenty-eight dollars (\$228.00) per net square foot for such tenant improvements (subject to escalation based on CPI from the Effective Date). The conveyance agreement(s) applicable to the La Cocina Space (the “**La Cocina Space Agreement**”) shall at a minimum require La Cocina to (1) continually use such space (subject to damage and destruction and reasonable hours of operation consistent with other comparable facilities), (2) provide commercially reasonable insurance coverage, (3) adhere to maintenance and security protocols, and (4) timely pay its proportionate share of all pass-through and other charges, including applicable property taxes and assessments (including in-lieu payments), insurance and maintenance, and other operating expenses, all generally consistent with other tenants or owners in the applicable Building. Developer shall charge La Cocina no more than twelve dollars (\$12.00) per gross square foot, twenty-four dollars (\$24.00) per gross square foot, and thirty-six dollars (\$36.00) per gross square foot in rent for the La Cocina Space in years 1 through 5, 6 through 10, and 11 through 15 of the lease term, respectively. If Developer and La Cocina are not able to reach agreement on the final form of the La Cocina Space Agreement within six (6) months notwithstanding good faith negotiations on the part of both parties, or if La Cocina defaults in its obligations under the La Cocina Space Agreement (after the expiration of notice and cure periods contained therein), then Developer shall have the right to rent or convey the La Cocina Space to any user without restriction.

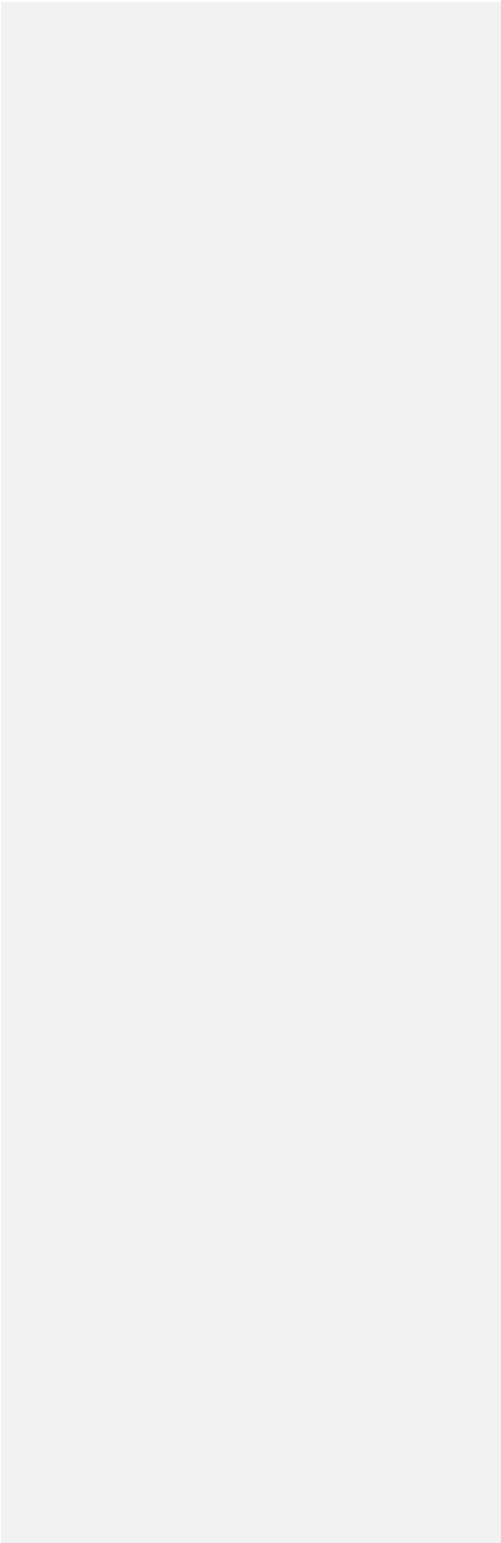
3.8 Grocery Store. Commencing from the date on which Developer submits the Development Phase Application for the Development Phase in which the Building containing the District Parking Garage (as defined in the Design for Development) is to be constructed, Developer shall make commercially reasonable efforts to secure a grocery store tenant with a minimum footprint of 10,000 square feet within such Building (which size may be decreased with Planning Director approval if another grocery store opens in the vicinity or Developer demonstrates the market need for smaller space) in accordance with the requirements of this Section (the “**Grocery Store**”). For purposes of attracting a Grocery Store, “commercially reasonable efforts” means a targeted marketing program through established retail brokers, reasonably designed to attract a grocery store tenant at then-prevailing market rents for suitable retail space to be constructed within the applicable Building. If Developer fails to enter into a lease with a Grocery Store operator by the date on which Developer submits an application for a building or site permit for the applicable Building, so long as that date occurs not less than six (6) months following the date on which Developer submitted the Development Phase Application referenced above, the requirements of this Section 3.8 shall terminate. Nothing in the foregoing prevents Developer from allowing pop-up temporary uses of the space, consistent with the Project SUD, while it markets the space for a Grocery Store.

4. MITIGATION MEASURES

The Phasing Table shows the Mitigation Measures. These measures are shown for informational purposes only, in order to explain whether each measure is related to construction of a Building (and is therefore similar to a Vertical Improvement) or is more similar to a Horizontal Improvement.

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Exhibit M-1-1
Phasing Table



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EXHIBIT M-1-1

Phasing Table										
	Phase	Delivered With Block or GSF	Primary Document	Section	Other Reference	Horizontal Improvement	Vertical Improvement	Public Improvement	Privately-Owned Community Improvement	Notes
In Infrastructure Improvements										
Sea Level Rise Improvements	All	n/a	IP	Section 5		X		X		Vertical Developer of Block 9 may have some SLR obligations if Unit 3 is rehabilitated
AWSS Connection to 3rd Street at 23rd Street	1	n/a	IP	Figure 1.3		X		X		
AWSS Connection to 3rd Street at 22nd Street	4-3	13	IP	Figure 1.3		X		X		Required only in the event Pier 70 has not implemented at time of Phase 4 Phase 3 application
Stormwater Outfall	1	n/a	IP	Figure 1.3		X		X		
Sanitary Sewer Pump Station	1	n/a	IP	Figure 1.3		X		X		
Recycled Water Infrastructure	All	n/a	IP	Section 12	D4D 6.18.3	X	X		X	Required only if SFPUC determines the pump station is necessary as part of Development Phase Approval. Collection and/or distribution pipes in streets and open spaces are Horizontal Improvements. Pipes in buildings and treatment equipment are Vertical Improvements.
22nd Illinois Intersection Improvements and Signal	1	n/a	IP		D4D 5.7.2, Figure 5.2.2					
				8.1.3	Figure 5.7.1	X		X		
	4-4-3	13 or 5	IP	8.1.3	D4D 5.25 Figure 5.2.2	X		X		In the event the area of Block 13 is not subject to PPS DA at time of Phase 4 Phase 3 application, this improvement will be constructed with Block 5
Sidewalk on the east side of Illinois between Humboldt and 22nd Streets	4-3	5	IP	19	Appendix E	X		X		Required only if there is a single vehicular access route to and from the Project site via 23rd Street at the time of Phase 4 Phase 3 application
Sidewalk on the east side of Illinois between 23rd and Humboldt Streets	4-3	5	IP		D4D 5.7.2, Figure 5.2.2	X		X		In the event the area of Humboldt Street is not subject to PPS DA at time of Phase 4 Phase 3 application, this improvement will be constructed with Block 5. This may be an interim improvement until such time as the area of Humboldt Street becomes subject to the DA.
Humboldt Street Fire Turnaround	4-3	5	IP	19	Appendix E			X		In the event the area of Humboldt Street is not subject to PPS DA at time of Phase 4 Phase 3 application, the signal will not be constructed with these intersection improvements.
Humboldt/Ilinois Intersection Improvements and Signal	4-3	13	IP	8.1.3	Figure 5.7.1	X		X		
Open Spaces										
The Point	1	*	D4D	4.20		X			X	* Prior to the City's issuance of the First Certificate of Occupancy for the Building representing 500,000 square feet of total development. Developer is not required to construct the Bay Overlook at 23rd Street in any phase.
Waterfront Park South	4-2	*	D4D	4.16-4.19		X			X	* Prior to the City's issuance of the First Certificate of Occupancy for the Building representing 3 million square feet of total development. Developer is not required to construct the Recreational Dock in any phase.
Stack Plaza	4-2	9	D4D	4.21		X			X	
Humboldt Street Plaza	4-2	*	D4D	4.24		X			X	* Prior to the City's issuance of the First Certificate of Occupancy for the Building representing 3 million square feet of total development.
Power Station Park East	1	12	D4D	4.28		X			X	
Block 9 POPO (includes Turbine Plaza) and Restroom	4-2	9	D4D	4.16-4.22		X	X		X	Public restroom to be provided on Block 9.
Power Station Park West	4-1	11	D4D	4.29		X			X	
Waterfront Park North	4-2	4	D4D	4.16-4.19		X			X	
Waterfront Park West	4-2	4	D4D	4.16-4.19		X			X	
Louisiana Paseo	4-1	15	D4D	4.30		X			X	
Soccer Field and Restroom	4-5,-4-6 2 or 3	1, 5, or 13	D4D	4.31			X		X	Soccer field to be provided on either the roof of the district parking structure on one of Blocks 1, 5, or 13 or in another location, as further described in the Phasing Plan and Design for Development. Public restroom to be provided on the same block as soccer field.
Illinois Street Plaza	4-3	13	D4D	4.32		X			X	
Streets and Infrastructure										
All public and private streets (including sidewalks, and bike facilities within such streets) within the boundaries of the Development Phase as shown in the D4D and IP										
All utilities within the boundaries of the Development Phase as shown in the IP	All		D4D, IP	5		X		X		Public Improvement if public street; POCI if private street
Transit Facilities										
Bus Layover	1	12	D4D	5.5.1, 6.10.1				X		Whether Public Improvement depends on whether City takes ownership of 23rd Street
Bus Shelter and Transit Operator Restroom	1	12	D4D	5.5.2, 6.10.1		X	X		X	
Development Agreement, Phasing Plan (Exhibit M-1)										
\$1.5 million AWSS Payment Fair Share Contribution	4-3	1	IP			N/A	N/A	N/A	N/A	Payment will be due at the earlier of either SFPUC's Notice to Proceed for the system-wide improvements or City's acceptance of the final public street in Development Phase 3 Phase 3.
Childcare (6,000 GSF)	4-1	11	DA	Exhibit M-1			X		X	If the entity that owns Block 13 is not a party to the Development Agreement prior to the City's approval of the Development Phase 2 application, Developer shall locate this space on Block 14.
La Coena (1,500 GSF)	1	11 or 12	DA	Exhibit M-1			X		X	
Childcare (6,000 GSF)	4-1	45-7	DA	Exhibit M-1			X		X	If the entity that owns Block 13 is not a party to the Development Agreement prior to the City's approval of the Development Phase 4 Phase 3 application, Developer shall specify a Building on a Non-PG&E-Sub-Area Developer owned Block in which the Community Facilities Space shall be located, which Building may be located in Development Phase 4 or Development Phase 3 or any prior phase.
Community Center (25,000 GSF)	4-5,-4-6 2 or 3	1, 5, or 13	DA	Exhibit M-1			X		X	
\$2.5 M Library Payment	N/A	N/A	DA	Exhibit M-1		N/A	N/A	N/A	N/A	
Option For Public Library (5,000 GSF)	4-2	45-1	DA	Exhibit M-1			X		X	

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EXHIBIT M-1-1

Phasing Table

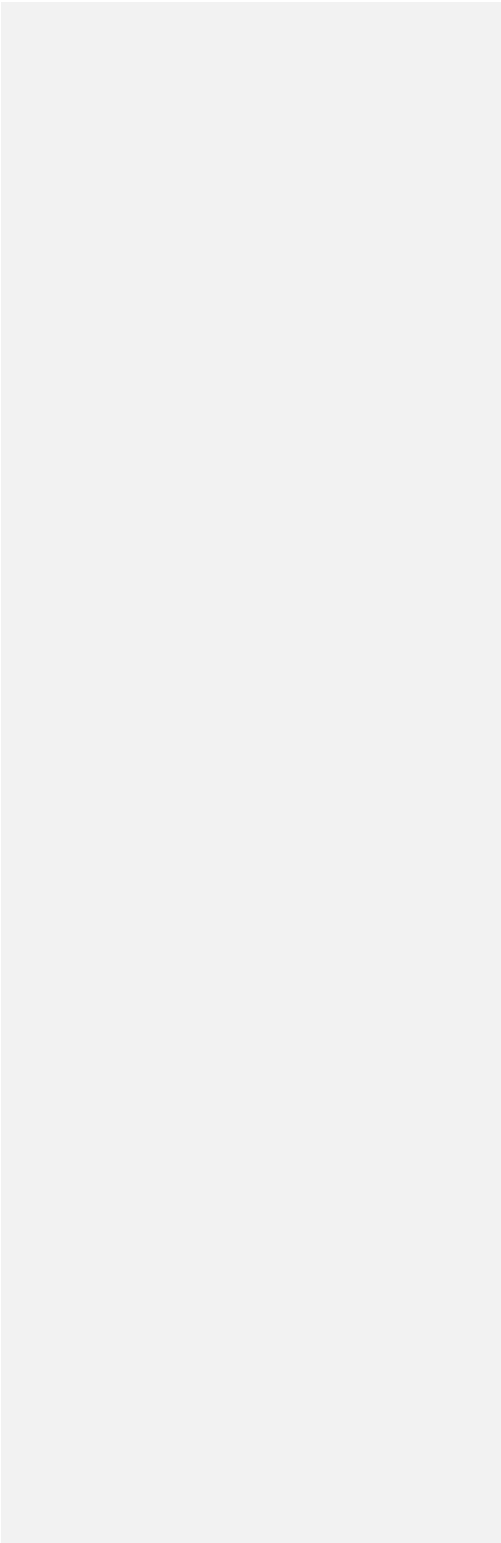
	Phase	Delivered With Block or GSF	Primary Document	Section	Other Reference	Horizontal Improvement	Vertical Improvement	Public Improvement	Privately-Owned Community Improvement	Notes
Grocery Store	4-5- or 6	Any	DA	Exhibit M-1			X		X	
SFPUC Pump Station	2 or 3	N/A	DA	Exhibit M-1		N/A	N/A	N/A	N/A	
The following items are not Associated Community Improvements and not subject to the Phasing Plan, but are provided for informational purposes for implementation.										
Transportation Demand Management Plan										
Improved Walking Connections	All	All	TDM	Active-1	D4D, Sections 5 and 6	X		N/A	N/A	
Bicycle Parking	All	All	TDM	Active-2	D4D 5.4		X	N/A	N/A	As provided in the D4D, the Planning Code's bike parking requirements apply as they change over time.
Showers and Lockers for Employees	Any	Any	TDM	Active-3	D4D 6.21.6		X	N/A	N/A	As provided in the D4D, the Planning Code's shower and locker requirements apply as they change over time.
Bicycle Repair Stations	All	All	TDM	Active-5a	D4D 6.21.6		X	N/A	N/A	
On-Site Car Share Parking	All	All	TDM	CShare-1	D4D 6.20.4		X	N/A	N/A	As provided in the D4D, the Planning Code's car share requirements apply as they change over time.
Delivery Supportive Amenities	All	All	TDM	Delivery-1	D4D 6.18		X	N/A	N/A	
On-Site Child Care	2 and 4	11 and 18	TDM	Family-2	DA Phasing		X	N/A	N/A	
Shuttle Bus Service	All	All	TDM	HOV-2	D4D 5.6	X		N/A	N/A	
Multimodal Wayfinding Signage	All	All	TDM	Info-1	D4D 7.5		X	N/A	N/A	
Real-Time Transportation Information Displays	All	All	TDM	Info-2	D4D 6.18.5		X	N/A	N/A	
Tailored Transportation Marketing Services	All	All	TDM	Info-3		X		N/A	N/A	
On-Site Affordable Housing	All	All	TDM	LIU-2	DA Housing	X	X	N/A	N/A	Per Housing Plan, certain requirements are Vertical Improvements (on site units) and certain requirements may be Horizontal Improvements (i.e., land dedication)
Unbundled Parking	All	All	TDM	PKG-1			X	N/A	N/A	
Parking Pricing	All	All	TDM	PKG-2			X	N/A	N/A	Short-Term Daily Parking Provision
Parking Supply	All	All	TDM	PKG-4	D4D 6.20.2		X	N/A	N/A	
TDM Coordinator	All	All	TDM	Ops		X		N/A	N/A	
CEQA Mitigation Measures										
Historic Architectural Resources Documentation	4	N/A	EIR	M-CR-5a		X		N/A	N/A	Prior to demolition of individual historical resource or contributor
Historic Architectural Resources Video Restoration	4	N/A	EIR	M-CR-5b		X		N/A	N/A	Prior to demolition of individual historical resource or contributor
Historic Architectural Resources Public Interpretation and Salvage	All	All	EIR	M-CR-5c	D4D 2, 7.5	X		N/A	N/A	Project will submit an Interpretive Master Plan prior to demolition of historical resource or contributor
Rehabilitation of the Boiler Stack	4 2	N/A	EIR	M-CR-5d	D4D 6.12	X		N/A	N/A	
Historic Preservation Plan and Review Process for Alteration of the Boiler Stack	1	N/A	EIR	M-CR-5e		X		N/A	N/A	
Design Controls for New Construction	All	All	EIR	M-CR-6	D4D 6.11	X	X	N/A	N/A	
Construction Management Plan and Public Updates	All	All	EIR	I-TR-A		X		N/A	N/A	
Monitoring and Abatement of Queues	All	All	EIR	I-TR-B			X	N/A	N/A	If recurring queuing occurs, owner/operator will employ abatement methods
Implement Measures to Reduce Transit Delay	All	All	EIR	M-TR-5		X		N/A	N/A	Only required if annual monitoring report finds Maximum PM Peak Hour Vehicle Trips are exceeded in any Phase
Improve Pedestrian Facilities at the Intersection of Illinois Street/22nd Street	4-3	5 or 13	EIR	M-TR-7		X		N/A	N/A	Only required in the event that Per 70 has not completed the improvement prior to PPS Phase 6 Phase 3 application. In the event the area of Block 13 is not subject to PPS DA at time of Phase 5 Phase 3 application, this improvement will be constructed with Block 5.
Construction Noise Control Measures	All	All	EIR	M-NO-1		X	X	N/A	N/A	Development of Construction Vibration Monitoring program is a Horizontal Improvement. Compliance with the program is a Vertical Improvement.
Avoidance of Residential Streets	All	All	EIR	M-NO-A		X	X	N/A	N/A	
Construction Vibration Monitoring	Any	Any	EIR	M-NO-4a		X	X	N/A	N/A	
Vibration Control Measures During Controlled Blasting and Pile Driving	Any	Any	EIR	M-NO-4b		X	X	N/A	N/A	
Vibration Control Measures During Use of Vibration Equipment	Any	Any	EIR	M-NO-4c		X	X	N/A	N/A	
Stationary Equipment Noise Controls	All	All	EIR	M-NO-5			X	N/A	N/A	
Design of Future Noise-Sensitive Uses	Any	Any	EIR	M-NO-8			X	N/A	N/A	
Construction Emissions Minimization	Any	Any	EIR	M-AQ-2a		X	X	N/A	N/A	Development of the Construction Emissions Minimization Plan is a Horizontal Improvement. Compliance with the program is a Vertical Improvement.
Diesel Backup Generator Specifications	Any	Any	EIR	M-AQ-2b			X	N/A	N/A	
Promote Use of Green Consumer Products	Any	Any	EIR	M-AQ-2c		X		N/A	N/A	
Electrification of Loading Docks	Any	Any	EIR	M-AQ-2d			X	N/A	N/A	
Additional Mobile Source Control Measures	Any	Any	EIR	M-AQ-2e			X	N/A	N/A	Horizontal Improvement is to fund or implement a specific offset project or pay fee to BAAQMD prior to issuance of CTO of last building in Phase 1
Offset Construction and Operational Emissions	1	N/A	EIR	M-AQ-2f		X		N/A	N/A	
String of Uses that Emit Toxic Air Contaminants	All	All	EIR	M-AQ-4			X	N/A	N/A	
Wind Reduction Features for Block 1	4-2	1	EIR	I-WS-1			X	N/A	N/A	
Identification and Mitigation of Interim Wind Impacts	All	All	EIR	M-WS-2			X	N/A	N/A	
Nesting Bird Protection Measures	All	All	EIR	M-BI-1		X	X	N/A	N/A	Initial survey is a Horizontal Improvement. Compliance is a Vertical Improvement.
Avoidance and Minimization Measures for Bats	All	All	EIR	M-BI-3		X	X	N/A	N/A	

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Phasing Table									
	Phase	Delivered With Block or GSF	Primary Document	Section	Other Reference	Horizontal Improvement	Vertical Improvement	Public Improvement	Privately-Owned Community Improvement
Fish and Marine Mammal Protection During Pile Driving Compensation for Fill of Jurisdictional Waters	All	All	EIR	M-BL-4		X		N/A	N/A
	1	9	EIR	M-BL-7		X		N/A	N/A
Archaeological Testing	All	All	Initial Study	M-CR-1		X	X	N/A	
Tribal Cultural Resources Interpretive Program	Any	Any	Initial Study	M-CR-3		X	X	N/A	N/A
Paleontological Resources Monitoring and Mitigation Program	Any	Any	Initial Study	M-GF-6		X	X	N/A	N/A
Notes									
Archaeological testing program is Horizontal Improvement. All Developers will comply with archaeological monitoring program, if necessary. If an archeological deposit is encountered, the Developer who made the discovery is responsible for developing archeological data recovery plan and program.									
If a tribal cultural resource is encountered, the Developer who made the discovery is responsible for developing tribal cultural resources interpretive program.									
Development of Paleontological Resources monitoring and Mitigation Program, if necessary, is a Horizontal Improvement. All Developers are responsible for complying with the program. If a paleontological resource is discovered, the Developer who made the discovery is responsible for any additional work conducted at the direction of the City's environmental review officer.									

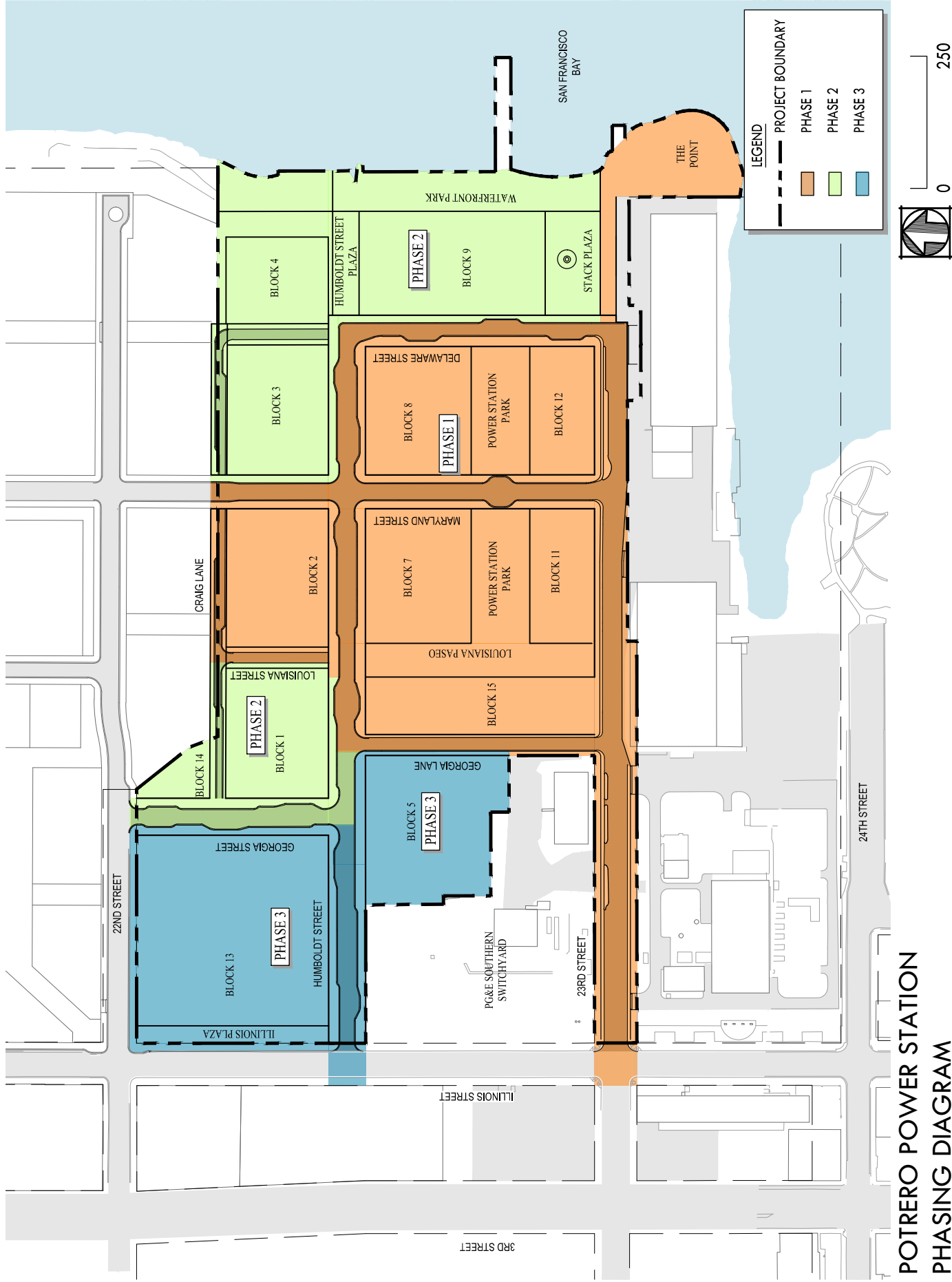
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Exhibit M-2
Phasing Diagram



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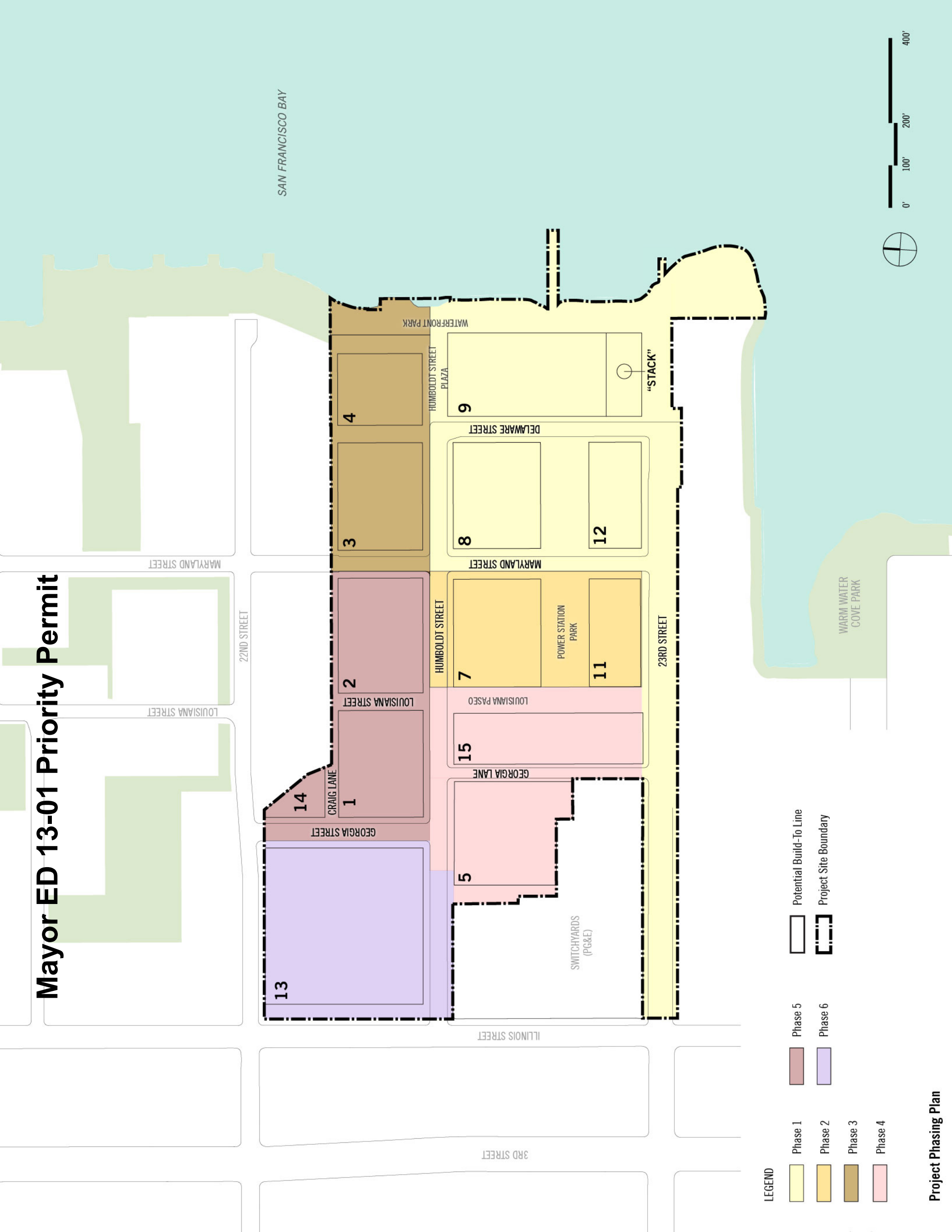
**PHASING PLAN
(CURRENTLY PROPOSED)**



Mayor ED 13-01 Priority Permit

**PREVIOUS PHASING PLAN
(EIR)**

Mayor ED 13-01 Priority Permit





DEVELOPMENT AGREEMENT SUBSEQUENT APPROVAL (PHA)

GENERAL INFORMATION

Property Information

Project Address: 420 23rd Street, San Francisco, CA 94103

Block/Lot(s): 4175/002; 4175/017; 4175/018 (partial); 4232/001; 4232/006

Property Owner's Information

Name: California Barrel Company, LLC; Enrique Landa

Address: 420 23rd Street, San Francisco, CA 94107

Email Address: e5@associatecapital.com

Telephone: 415.796.8945

Applicant Information

☒ Same as above

Name:

Company/Organization:

Address:

Email Address:

Telephone:

Please Select Billing Contact:

☐ Owner

☐ Applicant

☐ Other (see below for details)

Name: _____ Email: _____ Phone: _____

Please Select Primary Project Contact:

☐ Owner

☐ Applicant

☐ Billing

☐ Housing Delivery Agency (e.g. OEWD, OCII, TIDA, PORT, MOHCD)

RELATED APPLICATIONS

Related Building Permit Applications

☒ N/A

Building Permit Applications No(s):

Related Preliminary Project Assessments (PPA)

☐ N/A

PPA Application No(s): 2017-011878PPA

PPA Letter Date: 12.19.2017

PROJECT INFORMATION

Project Description:

Please describe the scope of work in this Development Agreement Subsequent Approval application. Please note that the Project Application that will accompany this supplemental will reflect the project data from this Development Agreement Subsequent Approval application, rather than the overall Development Agreement application.

The scope of work in this Development Agreement Subsequent Approval application is review of our Phase 1 Development Phase Application, which describes Phase 1 of the Potrero Power Station Project ("Project"). This application provides the information in accordance with Exhibit O of the Project's Development Agreement (Development Phase Application Procedures and Requirements).

Phase 1 is comprised of a street framework, development blocks that would be improved with residential and commercial buildings, and open spaces that are centrally located within the Project. All new buildings proposed by Phase 1 are located on lands owned by the Project Sponsor. Open space and street improvements are also proposed on Port of San Francisco lands.

Phase 1 development provides a balance of land use types, as summarized in the Land Use Table included in the application including: "Commercial," which represents Office, Life Science or Laboratory uses; Residential; Retail Sales and Service; Institutional; Production, Distribution and Repair; Open Space; and Accessory Parking uses.

Please indicate if this application is for:

☐ Development Phase Application

☐ Design Review

☐ Design Review for Community Improvements

Modifications:

Please indicate any request modification to Design for Development Requirements.

There are no modifications to D4D requirements contained in our Development Phase Application.

PROJECT AND LAND USE TABLES

	Existing	Proposed
General Land Use	Parking GSF	86,800
	Residential GSF	498
	Retail/Commercial GSF	0
	Office GSF	4000
	Industrial-PDR	133,319
	Medical GSF	0
	Visitor GSF	0
	CIE (Cultural, Institutional, Educational)	0
	Useable Open Space GSF	0
	Public Open Space GSF	42,689
		247,458
		712,950
		22,400
		1,159,104 (Commercial)
		12,000
		0
		0
		12,000
		TBD
		130,757 (2.87 acres)

Project Features	Dwelling Units - Affordable	0	220
	Dwelling Units - Market Rate	0	660
	Dwelling Units - Total	0	880
	Hotel Rooms	0	0
	Number of Building(s)	18 Structures site-wide (including tanks / equipment)	At least 7
	Number of Stories	4 (within Phase 1 extent)	Up to 23
	Parking Spaces	~144	TBD (not to exceed permitted ratios)
	Loading Spaces	no designated spaces	TBD (will comply with SUD + D4D)
	Bicycle Spaces	5	TBD (will comply with SUD + D4D)
	Car Share Spaces	0	TBD (will comply with SUD + D4D)
	Other: _____		

Land Use - Residential	Studio Units	0	TBD
	One Bedroom Units	1	TBD
	Two Bedroom Units	0	TBD
	Three Bedroom (or +) Units	0	TBD
	Group Housing - Rooms	0	None anticipated
	Group Housing - Beds	0	None anticipated
	SRO Units	0	None anticipated
	Micro Units	0	None anticipated
	Accessory Dwelling Units For ADUs, list all ADUs and include unit type (e.g. studio, 1 bedroom, 2 bedroom, etc.) and the square footage area for each unit.	0	None anticipated

APPLICANT'S AFFIDAVIT

Under penalty of perjury the following declarations are made:

- a) The undersigned is the owner or authorized agent of the owner of this property.
- b) The information presented is true and correct to the best of my knowledge.
- c) Other information or applications may be required.
- d) I hereby authorize City and County of San Francisco Planning staff to conduct a site visit of this property as part of the City's review of this application, making all portions of the interior and exterior accessible through completion of construction and in response to the monitoring of any condition of approval.
- e) I attest that personally identifiable information (PII) - i.e. social security numbers, driver's license numbers, bank accounts - have not been provided as part of this application. Furthermore, where supplemental information is required by this application, PII has been redacted prior to submittal to the Planning Department. I understand that any information provided to the Planning Department becomes part of the public record and can be made available to the public for review and/or posted to Department websites.

DocuSigned by:

Signature C1D53B61780543C...

Enrique Landa
Name (Printed)

6/3/2020
Date

Managing Member
Relationship to Project
(i.e. Owner, Architect, etc.)

415-796-8945
Phone

e5@associatecapital.com
Email

For Department Use Only

Application received by Planning Department:

By: _____

Date: _____

Mayor ED 13-01 Priority Permit



Development Phase Application Phase 1

POTRERO POWER STATION

SAN FRANCISCO, CALIFORNIA

Dated: June 2020



Mayor ED 13-01 Priority Permit

Potrero Power Station - Phase 1 Development Application

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Figure 16	Sustainable Neighborhood Framework

APPENDICES

Appendix A	Phase 1 Street Sections with Utility Separations
Appendix B	Phase 1 Intersection Geometries

SECTION 1: OWNER / APPLICANT INFORMATION AND PROJECT LOCATION

Owner / Applicant Information:

California Barrel Company LLC
420 23rd Street
San Francisco, CA 94107
(415) 796-8945
Enrique Landa

Project Location:

420 23rd Street
San Francisco, CA 94107

SECTION 2: NARRATIVE DESCRIPTION

This development phase application describes Phase 1 of the Potrero Power Station Project (“Project”). This application provides the information in accordance with Exhibit O of the Project’s Development Agreement (Development Phase Application Procedures and Requirements).

Phase 1 is comprised of a street framework, development blocks that would be improved with residential and commercial buildings, and open spaces that are centrally located within the Project. All new buildings proposed by Phase 1 are located on lands owned by the Project Sponsor. Open space and street improvements are proposed on Port of San Francisco lands. The extents of Phase 1 of the Project are depicted on Figure 1.

Phase 1 development provides a balance of land use types, as summarized in the Phase 1 Land Use Table below and further described in the following sections. A land use described as “Commercial” represents Office, Life Science or Laboratory uses. Accessory Parking areas are estimates and the number of planned parking stalls may increase if mechanical parking solutions are incorporated into ultimate building designs. Any such increases will be coordinated with future applications to ensure the number of parking stalls allowed is not exceeded. Areas shown are gross square feet or “GSF”.

Table 1 – Phase 1 Land Use Summary Table

Block	Height / Bulk District	Maximum Permitted Heights	Land Use	Subtotal Area (GSF)	Parking Allowed (Stalls)	Proposed Parking (Stalls)	Total Area (GSF)
2	130-PPS	130'	Commercial	327,498	218		380,901
			Retail Sales and Service	2,400			
			Accessory Parking	51,003		145	
7	240/85-PPS	240'	Residential	407,400	252		491,075
			Retail Sales and Service	5,000			
			Institutional (Childcare)	6,000			
			Accessory Parking	72,675		182	
8	125/85-PPS	125'	Residential	305,550	189		359,150
			Retail Sales and Service	5,000			
			Accessory Parking	48,600		122	
11	130-PPS	130'	Commercial	219,335	146		284,785
			Retail Sales and Service	5,000			
			PDR	6,000	4		
			Institutional (Childcare)	6,000			
			Accessory Parking	48,450		121	
12	100-PPS	100'	Commercial	177,271	118		235,001
			PDR	6,000	4		
			Entertainment, Arts and Recreation	25,000			
			Accessory Parking	26,730		67	
15	160/145-PPS	160'	Commercial	435,000	290		440,000
			Retail Sales and Service	5,000			
Total:					1,221	636	2,190,912

2.1 Residential Summary

Phase 1 includes construction of approximately 735 residential dwelling units distributed amongst the following Blocks:

- **Block 7** – Includes approximately 345 new market rate residential units, and an 100% affordable building with approximately 75 new residential units available to households making an average of approximately 55% of AMI .
- **Block 8** – Includes approximately 315 new market rate residential units.

We plan for all 735 Phase 1 units to be rentals, and all to be condominium mapped. An assumed breakdown of the market-rate versus affordable units is provided below. Note that residential unit counts are estimates and subject to change during design development. 220 Affordable Units is equivalent to 220 Affordable Housing Unit Credits. Developer will pay any difference between the actual construction cost of the 100% Affordable Housing Project on the Land Dedication Parcel and funds otherwise available to Affordable Housing Developer for such project.

Table 2 – Phase 1 Residential Summary Table

Block	Total Units	Unit Type	Market Rate Units	Affordable Units	% Affordable of Total	Avg. AMI
7	420	Market Rate	345		0%	
		In-Lieu Fee (Unit Equivalent)		90	12%	
		Land Dedication Parcel		75	10%	55%
8	315	Market Rate	315		0%	
		In-Lieu Fee (Unit Equivalent)		55	7%	
Total	735		660	220	30%	55%

2.2 Non-Residential Summary

Phase 1 includes construction of approximately 1.5 million square feet of non-residential uses, distributed as further described in the following table and text. Note that all square footages are estimates and subject to change during design development.

Table 3 – Phase 1 Non-Residential Summary Table (areas in GSF)

Block	Land Use	Commercial	PDR	Retail Sales and Service	Institutional	Entertain, Arts and Recreation	Accessory Parking	Total Area
2	Commercial	327,498						327,498
	Retail Sales and Service			2,400				2,400
	Accessory Parking						51,003	51,003
7	Retail Sales and Service			5,000				5,000
	Institutional (Childcare)				6,000			6,000
	Accessory Parking						72,675	72,675
8	Retail Sales and Service			5,000				
	Accessory Parking						48,600	48,600
11	Commercial	219,335						219,335
	Retail Sales and Service			5,000				5,000
	PDR		6,000					6,000
	Institutional (Childcare)				6,000			6,000
	Accessory Parking						48,450	48,450
12	Commercial	177,271						177,271
	PDR		6,000					6,000
	Entertainment, Arts and Recreation					25,000		25,000
	Accessory Parking						26,730	26,730
15	Commercial	435,000						435,000
	Retail Sales and Service			5,000				5,000
Total:		1,159,104	12,000	22,400	12,000	25,000	247,458	1,478,052

- **Block 2** – Includes construction of approximately 327,500 square feet of commercial, 2,400 square feet of retail, and 51,000 square feet of accessory parking uses.
- **Block 7** – Primarily residential construction of approximately 491,000 square feet, including 5,000 square feet of retail, 6,000 square feet of childcare, and 73,000 square feet of accessory parking uses.
- **Block 8** – Primarily residential construction of approximately 359,000 square feet, including 5,000 square feet of retail, and 49,000 square feet of accessory parking uses.
- **Block 11** – Includes construction of approximately 219,000 square feet of commercial, 5,000 square feet of retail, 6,000 square feet of PDR, 6,000 square feet of childcare, and approximately 48,500 square feet of accessory parking uses.
- **Block 12** – Includes construction of approximately 177,000 square feet of commercial, 6,000 square feet of PDR, 25,000 square feet of entertainment, arts and recreation, and 27,000 square feet of accessory parking uses.

- **Block 15** – Includes the adaptive reuse of portions of the existing walls of Station A with the construction of approximately 435,000 square feet of commercial, and 5,000 square feet of retail uses.

The project will request an office allocation for one or all of Blocks 2, 15, 11 and 12 depending on availability when such request is made.

2.3 Parks and Open Space Improvements

Phase 1 includes the construction of approximately 2.87 acres of parks and open space areas including the following areas:

- **Power Station Park** – Includes the construction of both blocks of the Power Station Park, totaling approximately 1.26 acres. The Power Station Park will provide for active and passive recreation opportunities.
- **Louisiana Plaza** – Includes the construction of approximately 0.63 acres of the flexible-use urban plaza.
- **The Point** – Includes the construction of approximately 0.98 acre park that includes natural planted areas, informal discover play, and seating and picnicking areas. The Point will include a segment of Blue Greenway trail within The Point, as well as the segment along the south side of the future Stack Plaza to connect to the other active uses within Phase 1.

The final design of each of these parks and open spaces will be subject to a design review approval. The design of these parks and open spaces will be consistent with the designs shown in the Design for Development.

2.4 Street Improvements

Phase 1 will include the central framework of street improvements of the Project. The extents of the Phase 1 street improvements are depicted on Figure 2 and outlined below:

- **Public Streets**
 - 23rd Street – from Illinois Street to Delaware Street
 - Humboldt Street – from Georgia Lane to Delaware Street
 - Georgia Lane – from 23rd Street to Humboldt Street
 - Maryland Street – from 23d Street to Project Northern Boundary
 - Delaware Street – from 23rd Street to Humboldt Street

- **Private Streets**
 - Louisiana Alley – from Humboldt Street to Craig Lane
 - Craig Lane – from Louisiana Alley to Maryland Street

The Phase 1 street dimensions and intersection geometries are depicted in Appendix A and B. The bike facilities proposed within the Phase 1 streets are summarized in Figure 3. The Fire Department access corridors accommodated within the Phase 1 streets is depicted on Figure 4.

Phase 1 will include:

- Traffic signal at 23rd Street and Illinois Street.
- A second point of emergency access will be provided for Phase 1 by one of the following:
 - A connection to Maryland Street at the common boundary line with Pier70, or
 - An interim access road capable of supporting emergency vehicles will be provided along the Humboldt Street corridor connecting to Illinois Street or 22nd Street providing a second point of emergency access to Phase 1.

2.5 Phase 1 Infrastructure

Phase 1 infrastructure will include the construction of the utilities and green infrastructure within the street improvements outlined above as well as summarized below. The extents of the Phase 1 components of each utility system are depicted on Figures 5 – 13. Figure 14 indicates the proposed ownership and maintenance responsibilities for Phase 1 infrastructure.

- **Site Grading and Demolition** – within all lands owned by the Project Sponsor, as follows:
 - On-site demolition of existing utilities, buildings and surface improvements within all lands owned by the Project Sponsor.
 - Preserve and stabilize Station A.
 - Preserve and protect Unit 3 Power Block and the Stack for future repurposing.
 - Geotechnical corrective measures to address shoreline stabilization and underlying compressible soils materials.
 - The proposed Phase 1 site grading is depicted on Figure 5. The proposed site grading includes raising elevations along the waterfront to a minimum elevation of 17.5 (“SFVD13”), providing protection from over 5 feet of sea level rise plus the 100-year BFE.

- The proposed grading will maintain the existing drainage patterns. The site grading will be configured to provide a physical delineation with high point separating the portions of the Project within the combined sewer watershed (Landside) and the portions draining to the Bay (Bayside). This provides protection from potential overflows from the combined sewer system discharging to the Bay.
 - Paths of overland release have been integrated to the site grading to ensure storm flows from an extreme storm (i.e. 100-year event) will flow overland and discharge without causing impacts to buildings.
 - Phase 1 site grading is estimated to include approximately 25,000 cubic yards of cut to fill earthwork volume.
 - Grading within each Phase 1 Development Parcel to create below grade parking, if necessary, and final building and / or open space elevations.
- **Low Pressure Water System (LPW)** – as follows:
 - The Phase 1 proposed LPW system is depicted on Figure 6. The proposed LPW system will consist of a network of low pressure water mains, fittings, valves, fire hydrants, service laterals, meters and appurtenances.
 - The Phase 1 proposed LPW system will connect to the existing LPW system within 23rd Street.
 - Second point of connection for the Phase 1 LPW system will be provided by one of the following:
 - A connection to the low pressure water system within Maryland Street at the common boundary line with Pier 70, or
 - An interim connection through Humboldt Street connecting to the existing pipeline in Illinois Street
 - The estimated potable water demand on an average day associate with the proposed Phase 1 land uses is approximately 108,790 gallons per day. This has been estimated using the SFPUC's Non-Potable Water Program District Scale Water Calculator.
 - **Non-Potable Water System** – as follows:
 - The proposed Phase 1 Non-Potable water system will consist of a centralized wastewater treatment plant that will treat wastewater from the separated sanitary sewer system watershed and likely be located in Block 8, near the low point of this system. This treatment plant will treat wastewater to San Francisco's non-potable standard and deliver to Development Parcels through a new private non-potable water distribution system within the public right-of-way.
 - In the event that Block 8 is not amongst the first buildings constructed within Phase 1, there will be an interim condition that the first buildings constructed will not meet the Non-Potable Water Ordinance requirements until the time Block 8 and the centralized wastewater treatment plant are completed.

- The estimated non-potable water demands on an average day associated with the proposed Phase 1 land uses is approximately 14,890 gallons per day.
- ***Auxiliary Water Supply System (AWSS)*** – as follows:
 - The proposed Phase 1 AWSS facilities will include a 20-inch diameter main extension within 23rd Street connecting to the existing 14-inch main in 3rd Street and extending to the proposed intersection of Maryland Street and 23rd Street. Additionally, a 20-inch diameter main will be installed in Maryland Street extending from 23rd Street to the Project northern boundary line where it will connect to the AWSS main to be installed by the Pier 70 project.
 - The proposed 20-inch pipeline will be earthquake resistant ductile iron pipe material.
 - The Project will also install AWSS fire hydrants, at a maximum spacing of 500 feet, at locations determined by the SFPUC and SFFD. The proposed Phase 1 AWSS facilities, including proposed hydrant locations, are depicted on Figure 8.
- ***Separated Sanitary Sewer System*** – as follows:
 - The sanitary sewer generated within the Project eastern (Bayside) sewershed will be collected and conveyed by a proposed separated sanitary sewer system. The proposed Phase 1 separated sanitary sewer system is depicted on Figures 9 and 10. The proposed separated sanitary sewer system will consist of collection pipelines that convey sanitary sewer as one of the following two alternative configurations:
 - The Northern Connection Alternative configuration (Figure 9) of the separated sewer system would connect to the north, to the Pier 70 Combined Sewer System. The proposed separated sanitary sewer system would be configured to convey the Project sanitary sewer within the eastern (Bayside) sewershed by gravity flow to the Pier 70 System located in Maryland Street.
 - The PPS pump station alternative (Figure 10) would convey the sanitary sewer from the Bayside sewer shed by gravity to a pump station located near Delaware Street. A sanitary sewer force main will extend from the pump station southerly in Delaware Street and westerly in 23rd Street, eventually discharging to the existing combined sewer system in 23rd Street.
 - The proposed estimated sanitary sewer flow from the Phase 1 Land Uses in the Bayside sewershed are estimated for an average dry weather flow of 95,040 gpd and a peak dry weather flow of 285,120 gpd.
- ***Combined Sewer System*** – as follows:
 - The wastewater generated within the Project's western (Landside) sewershed will be collected and conveyed by a proposed combined sewer system. The proposed Phase 1 combined sewer system is depicted on Figures 9 and 10. The proposed combined system will consist of collection pipelines that convey sanitary sewer and stormwater by gravity to the existing combined sewer facilities in 23rd Street.

- ***Separated Storm Drain System*** – as follows:
 - The stormwater runoff within the eastern (Bayside) watershed is proposed to be collected and conveyed by a proposed separated storm system discharging the Bay via a new outfall. The proposed Phase 1 separated storm drain system is depicted on Figure 11. The portions of 23rd Street that formerly drained by overland flow to the Bay will be collected and conveyed by the proposed separated storm drain system.
 - A curb will be constructed along the south side of 23rd Street to collect stormwater from the street immediately north of the existing loading docks.
 - The proposed separated storm drain systems will consist of entirely new infrastructure, consolidated into a single outfall to the Bay. For maintenance and permit compliance purposes, an isolation gate with manhole will be installed directly upstream of the outfall to allow blocking of stormwater flows to the outfall or rerouting of nonconforming flows to the sanitary sewer system.
- ***Stormwater Management Facilities*** – as follows:
 - PPS Phase 1 will include the stormwater management facilities necessary to comply with the City of San Francisco Storm Water Management Requirements (“SMR”).
 - The Development Blocks or roadways / open space connected to the combined sewer system will reduce the rate and volume of stormwater runoff based on the thresholds defined in the SMR.
 - The Development Blocks or roadways / open space connected to the separated storm drain system will include the stormwater management facilities necessary to treat, retain and infiltrate the runoff from the Phase 1 roadways and open spaces.
 - The proposed stormwater management facilities are depicted on Figure 12. The Development Blocks will be responsible for achieving SMR compliance independently and will treat the stormwater runoff per the SMR.
- ***Dry Utility System*** – as follows:
 - The proposed Phase 1 dry utility system is depicted on Figure 13. These systems will be located in a common, joint trench where feasible. The joint trench system will be public and will include facilities such as electric, natural gas, communications and street lighting facilities. The utility companies will maintain and operate their respective facilities in accordance with their franchise agreements with the City within the future public streets. The natural gas system may be located in a separate trench in order to comply with PG&E’s separation requirements from a building.
 - SFPUC PE may provide service for the project by developing a PG&E Wholesale Distribution Tariff (“WDT”) distribution interconnection. If necessary, the location of a WDT connection point will be determined in coordination between the Developer and the SFPUC.

- The ownership and maintenance obligations of the Phase 1 Infrastructure is depicted on Figure 14.

2.6 Phase 1 Transportation Demand Management (TDM)

Phase 1 will include a number of TDM measures that will be implemented as part of horizontal development. These are summarized as follows:

- Improved Walking Conditions (ACTIVE-1) – Phase 1 Street Improvement Plans will be consistent with the Project’s D4D and Infrastructure Plan documents that were developed in coordination with the City to provide streetscape improvements that encourage walking.
- Shuttle Bus Service (HOV-2) – A shuttle stop will be constructed with Phase 1, and commencement of shuttle operations will be coordinated with MTA.
- Tailored Transportation Marketing Services (INFO-3) – Prior to the City’s issuance of the First Certificate of Occupancy for the first building in Phase 1, a communication and marketing campaign will be developed by the Project to promote all transportation options to and from the site, including biking, walking and public transit. The Project’s TDM Coordinator will provide new residents and employees with a transportation welcome packet upon move-in or receipt of notification of new employee. The TDM Coordinator will also engage in ongoing efforts to provide information on and market the use of non-auto modes and available transportation incentives as described in the Project’s TDM Plan.
- On-Site Affordable Housing (LU-2) – Phase 1 will include 30% affordable housing, satisfied in part by a 75-unit land dedication parcel on Block 7. See Section 2.1 for details.
- TDM Coordinator (OPS) – A Project TDM Coordinator will be designated prior to initiation of the first Pre-Occupancy Monitoring and Reporting Form submittal process for the first building in Phase 1. The TDM Coordinator will provide oversight and management of the Project’s TDM Plan implementation and will provide residents and employees tailored transportation marketing services described above.

All other Project TDM measures not listed above will be incorporated into the design of Phase 1 buildings.

2.7 Phase 1 Development Schedule: Years 2020 - 2029

Sitewide land development is expected to start in the summer of 2020 with demolition and rough grading activities, including geotechnical improvements along the shoreline and in areas of fill and the structural stabilization of Station A. This work will be followed by installation of utilities and construction of both public and private streets within Phase 1. Vertical improvements will begin once horizontal work is nearly complete and will include any privately-owned community improvements provided for in buildings such as

the bus shelter and transit operator restroom on Block 12 and childcare on Blocks 7 and 11. The construction of parks and open space will overlap the period of vertical improvements. Phase 1 is expected to take 10 years to develop from commencement of land development to completion of vertical improvements.

SECTION 3: MITIGATION MEASURE TRACKING MATRIX

3.1 Tracking Matrix

Table 4 – Mitigation Measure Tracking Matrix

MMRP Category	Mitigation Measure	Phase	Notes
M-CR-5a	Historic Architectural Resources Documentation	1	--
	Measured Drawings		In progress
	HABS Report / Photos		Submitted 4/9/20
	Print-On-Demand Book		In progress
M-CR-5b	Historic Architectural Resources Video Recordation	1	Submitted 4/30/20
M-CR-5c	Historic Architectural Resources Public Interpretation and Salvage	1	In progress
M-CR-5d	Rehabilitation of the Boiler Stack	2	
M-CR-5e	Historic Preservation Plan and Review Process for Alteration of the Boiler Stack	1	In progress
M-CR-6	Design Controls for New Construction	All	See D4D
I-TR-A	Construction Management Plan and Public Updates	All	
I-TR-B	Monitoring and Abatement of Queues	OPS	
M-TR-5	Implement Measures to Reduce Transit Delay	OPS	
M-TR-7	Improve Pedestrian Facilities at the Intersection of Illinois Street/22nd Street	3	
M-NO-1	Construction Noise Control Measures	All	
M-NO-A	Avoidance of Residential Streets	All	
M-NO-4a	Constuction Vibration Monitoring	All	
M-NO-4b	Vibration Control Measures During Controlled Blasting and Pile Driving	All	
M-NO-4c	Vibration Control Measures During Use of Vibratory Equipment	Any	
M-NO-5	Stationary Equipment Noise Controls	All	
M-NO-8	Design of Future Noise-Sensitive Uses	Any	
M-AQ-2a	Construction Emissions Minimization	Any	
M-AQ-2b	Diesel Backup Generator Specifications	Any	
M-AQ-2c	Promote Use of Green Consumer Products	Any	
M-AQ-2d	Electrification of Loading Docks	Any	
M-AQ-2e	Additional Mobile Source Control Measures	Any	
M-AQ-2f	Offset Construction and Operational Emissions	1	
M-AQ-4	Siting of Uses that Emit Toxic Air Contaminants	All	
I-WS-1	Wind Reduction Features for Block 1	2	
M-WS-2	Identification and Mitigation of Interim Wind Impacts	All	
M-BI-1	Nesting Bird Protection Measures	All	
M-BI-3	Avoidance and Minimization Measures for Bats	All	
M-BI-4	Fish and Marine Mammal Protection During Pile Driving	All	
M-BI-7	Compensation for Fill of Jurisdictional Waters	1	
M-CR-1	Archeological Testing	All	Submitted 5/5/19
M-CR-3	Tribal Cultural Resources Interpretive Program	Any	
M-GE-6	Paleontological Resources Monitoring and Mitigation Program	Any	In progress

SECTION 4: PHASE 1 SUSTAINABILITY CONTROLS

4.1 Compliance with Sustainability Controls contained within the Design for Development (D4D).

The Power Station's D4D includes the Sustainable Neighborhood Framework as Appendix B of the document. The Framework includes references to specific Standards and Considerations contained within the body of the D4D that help achieve the Sustainable Neighborhood Framework's five goals, namely (1) Healthy Air, (2) Renewable Energy, (3) Robust Eco-Systems, (4) Clean Water, and (5) Zero Waste. In addition, each building at the Power Station will be certified as LEED Gold (or greater), which address all five goals.

A Design Review Application will be submitted for each building and open space contained in Phase 1, which will detail and depict compliance with each applicable D4D Standard, Guideline, and Consideration.

A summary of applicable Standards and Considerations within the D4D and Infrastructure Plan documents associated with each Sustainable Neighborhood Framework goal is included as Figure 16.

SECTION 5: LIST OF REQUESTED MODIFICATIONS TO PRIOR APPROVAL DOCUMENTS

5.1 Phasing Plan Adjustments

The following are the proposed adjustments to the approved Phasing Plan in the Development Agreement (DA) with regard to infrastructure improvements, open space, transit facilities and other community benefits. An application to amend the Phasing Plan is being submitted with this Development Phase Application. The proposed Phasing Plan for the Project is depicted on Figure 15.

Table 5 – Summary of Phasing Plan Changes

Community Benefit	DA	Proposed	DA	Proposed
	Included in Phase:		Delivered With Block:	
AWSS Connection to 3rd Street at 22nd Street	6	3	13	--
Sidewalk on the east side of Illinois between Humboldt and 22nd Streets	6 or 4	3	13 or 5	--
Sidewalk on the east side of Illinois between 23rd and Humboldt Streets	4	3	5	--
Humboldt Street Fire Turnaround	4	3	5	--
Humboldt/Illinois Intersection Improvements and Signal	6	3	13	--
Waterfront Park South	1	2	*	--
Stack Plaza	1	2	9	--
Humboldt Street Plaza	1	2	**	--
Block 9 POPO (includes Turbine Plaza) and Restroom	1	2	9	--
Power Station Park West	2	1	11	--
Waterfront Park North	3	2	4	--
Waterfront Park West	3	2	4	--
Louisiana Paseo	4	1	15	--
Soccer Field and Restroom	4, 5, or 6	2 or 3	1, 5, or 13	--
Illinois Street Plaza	6	3	13	--
\$1.5 million AWSS Payment Fair Share Contribution	5	3	1	--
Childcare (6,000 GSF)	2	1	11	--
La Cocina (1,500 GSF)	6 or 2	1	13 or 11	11 or 12
Childcare (6,000 GSF)	4	1	15	7
Community Center (25,000 GSF)	4, 5, or 6	2 or 3	1, 5, or 13	--
Option For Public Library (5,000 GSF)	4	2	15	1
Grocery Store	4, 5, or 6	2 or 3	1, 5, or 13	--

No Change --

* Waterfront Park South is required to be delivered prior to the City's issuance of the First Certificate of Occupancy for the Building representing 3 million square feet of total development. Developer is not required to construct the Recreational Dock in any phase.

** Humboldt Street Plaza is required to be delivered prior to the City's issuance of the First Certificate of Occupancy for the Building representing 3 million square feet of total development.



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Potrero Power Station - Phase 1 Development Application

FIGURES

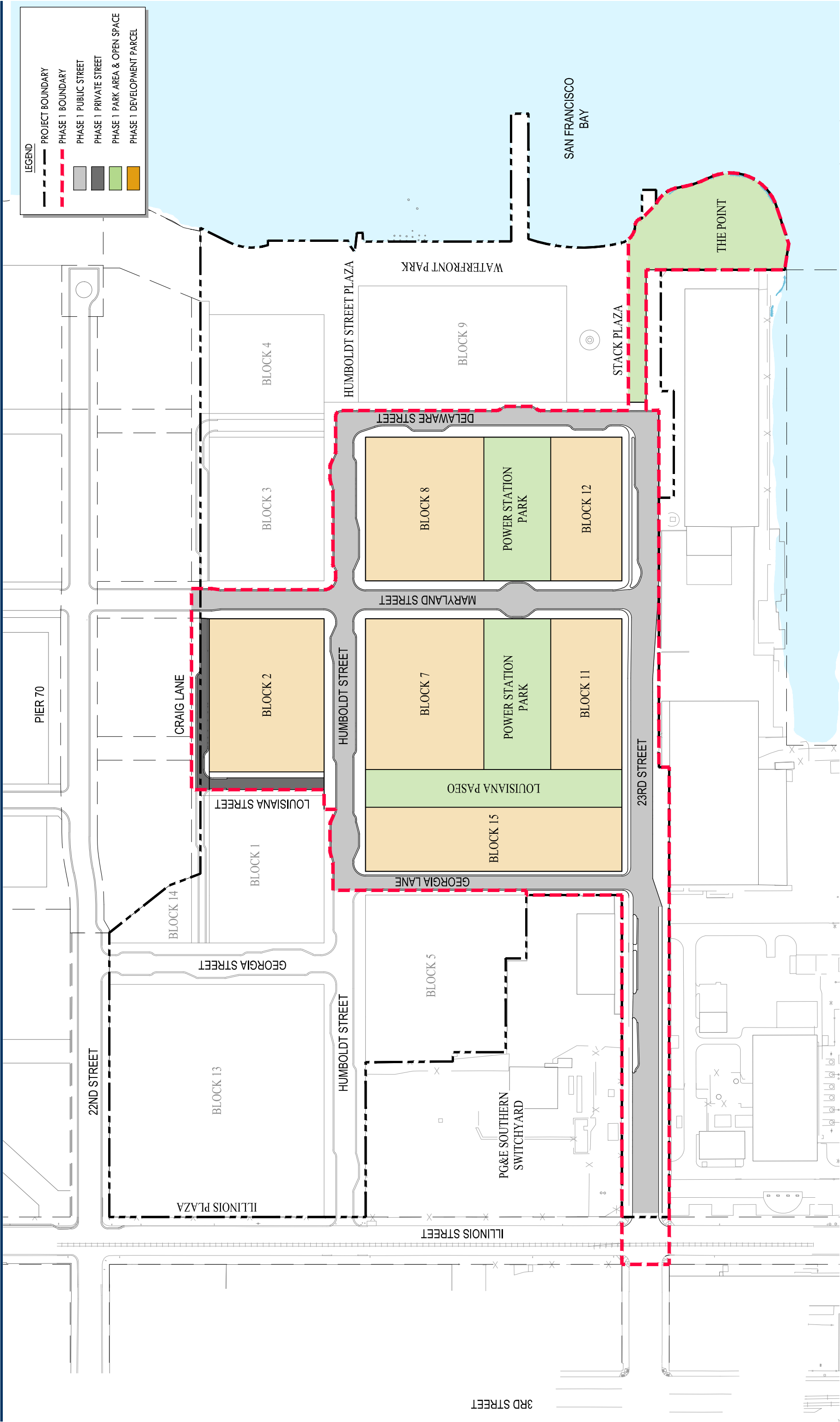


FIGURE 1: PHASE 1 BOUNDARY



0 150

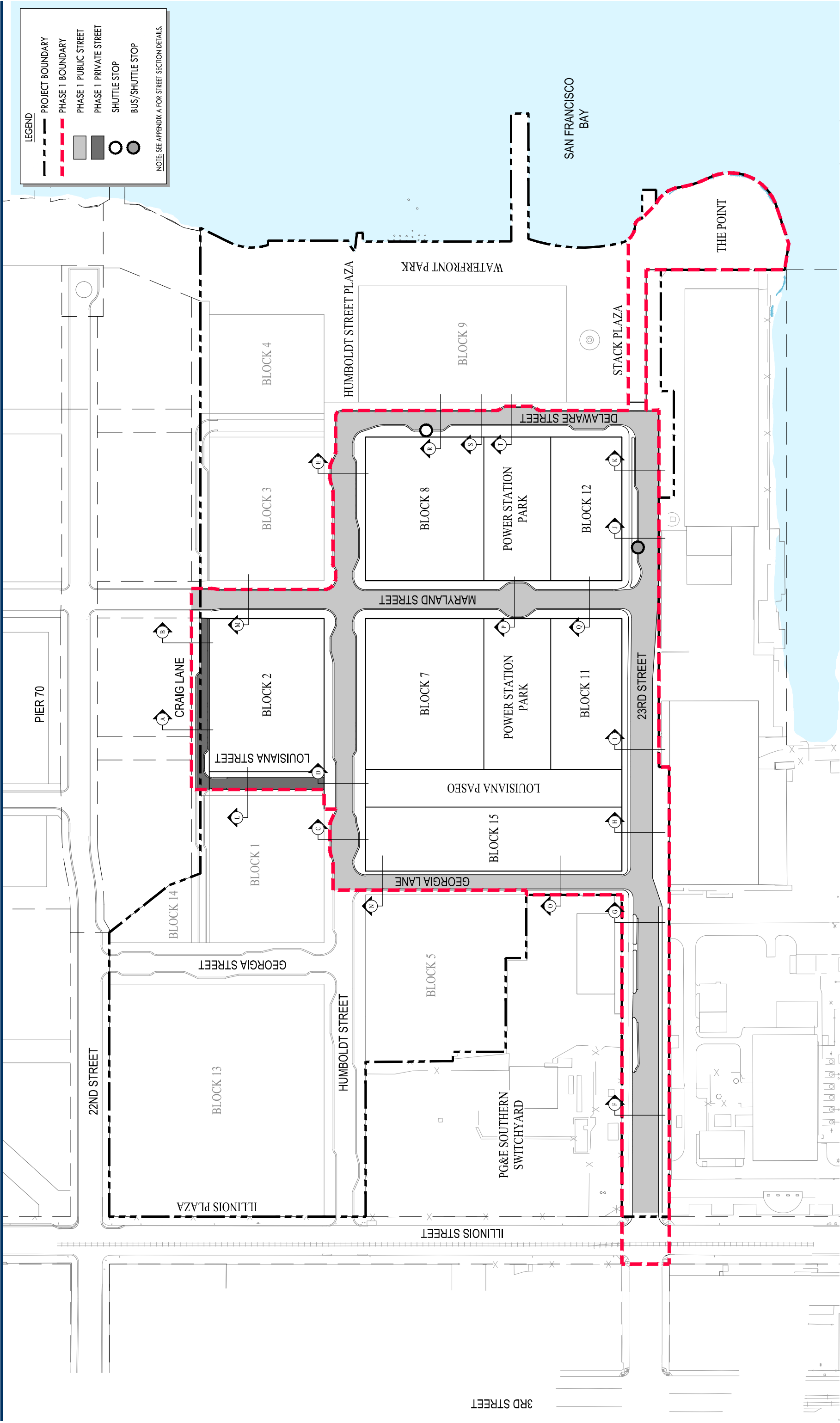
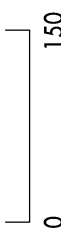


FIGURE 2: PHASE 1 STREET IMPROVEMENTS



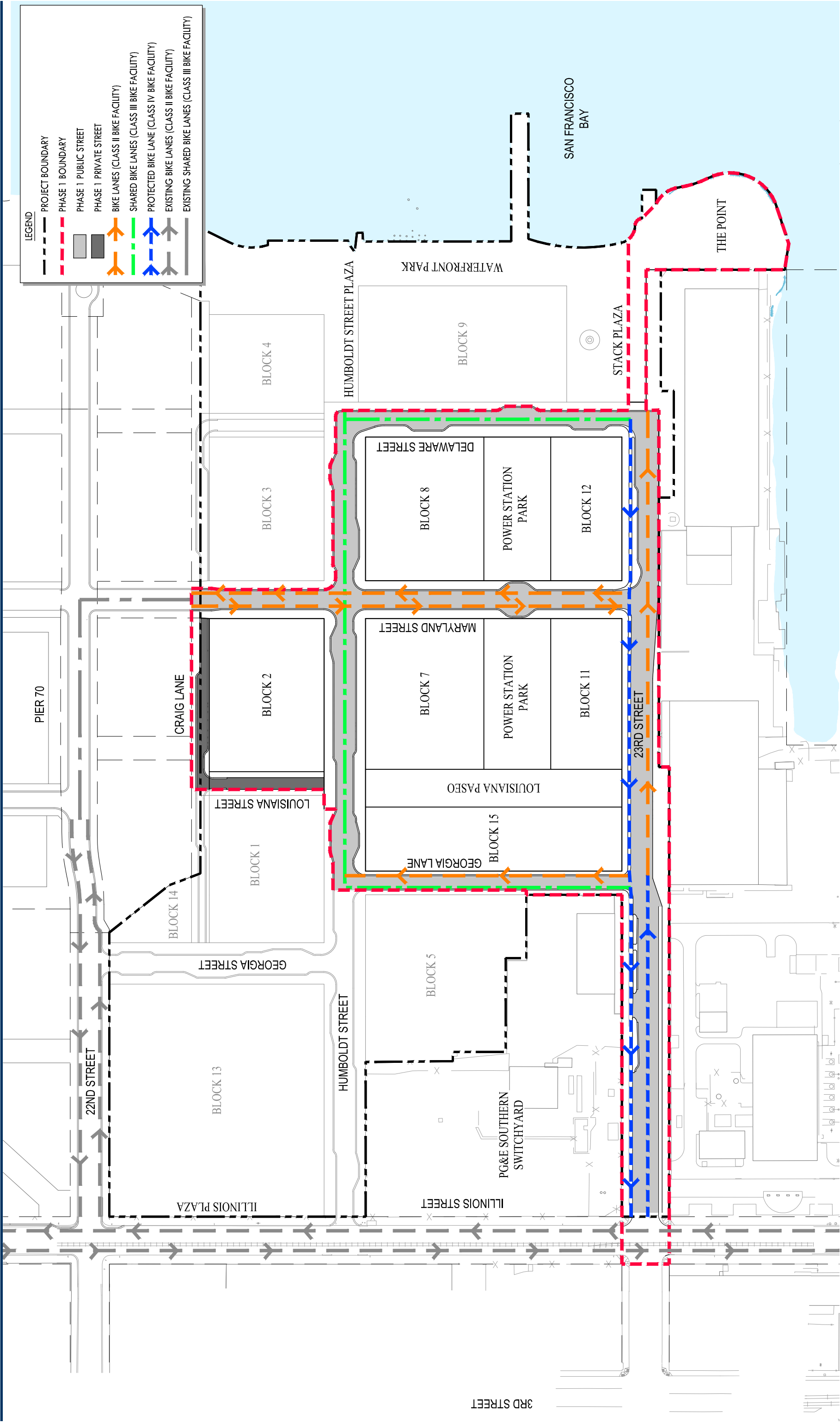


FIGURE 3: PHASE 1 BIKE FACILITIES



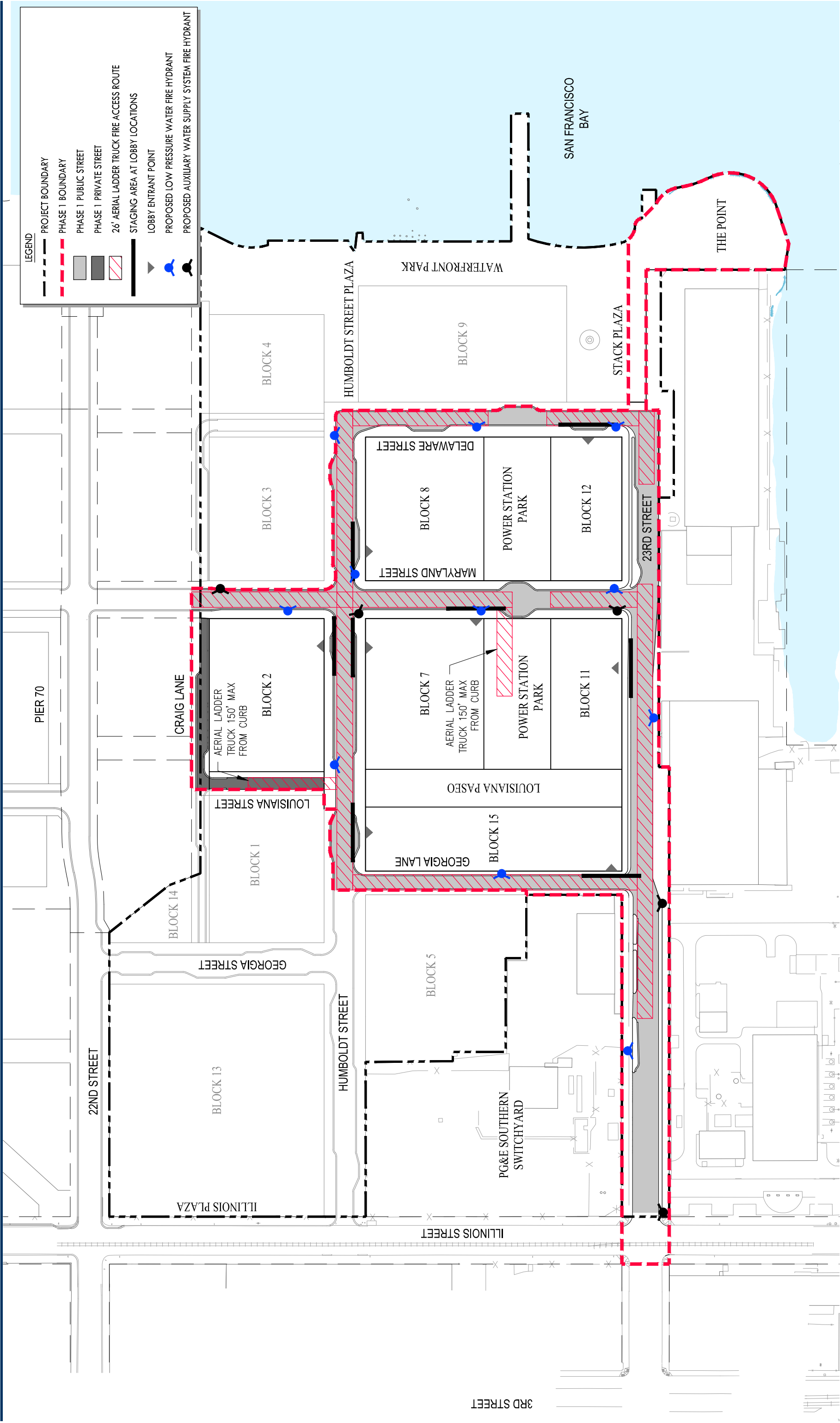


FIGURE 4: PHASE 1 FIRE ACCESS PLAN



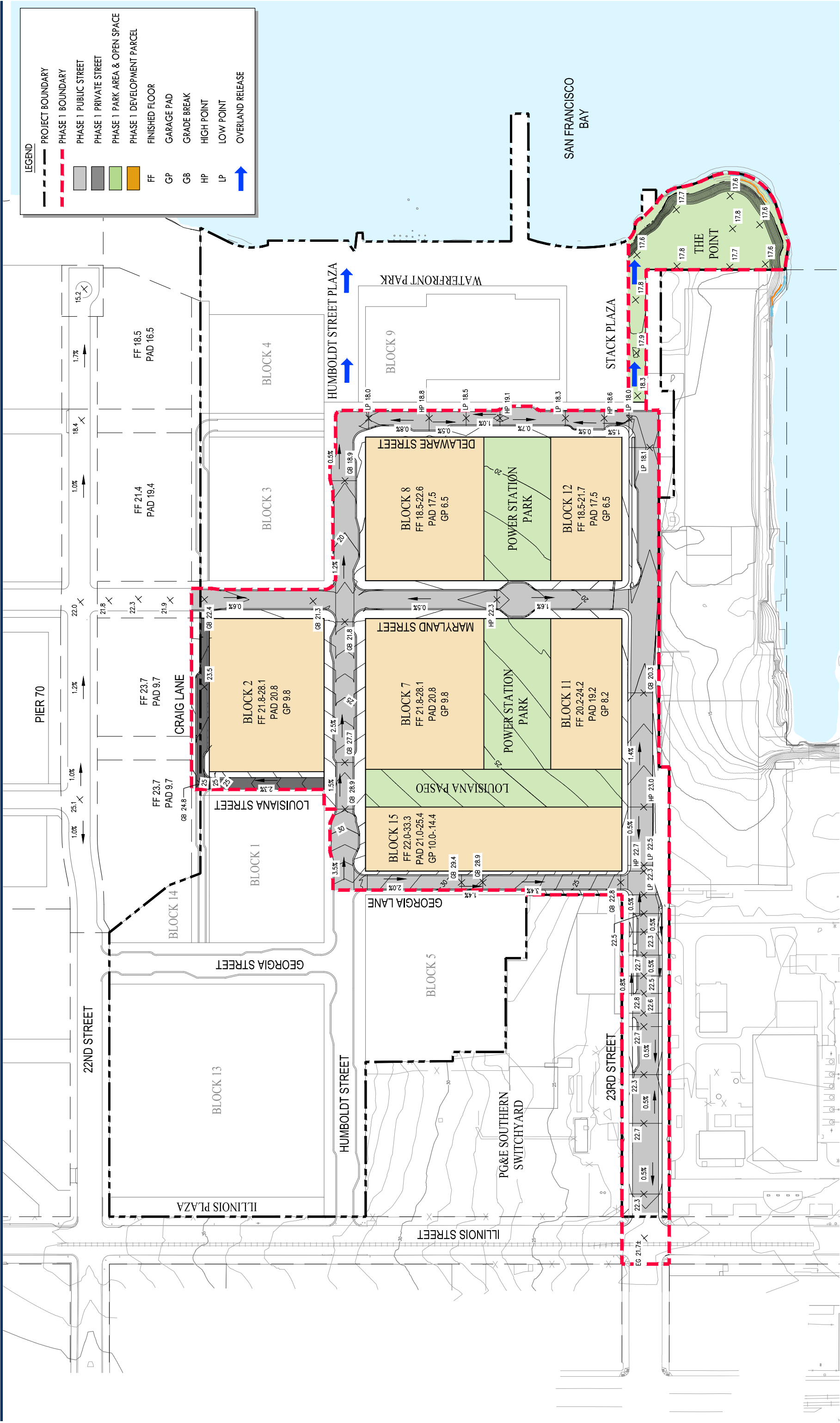


FIGURE 5: PHASE 1 SITE GRADING



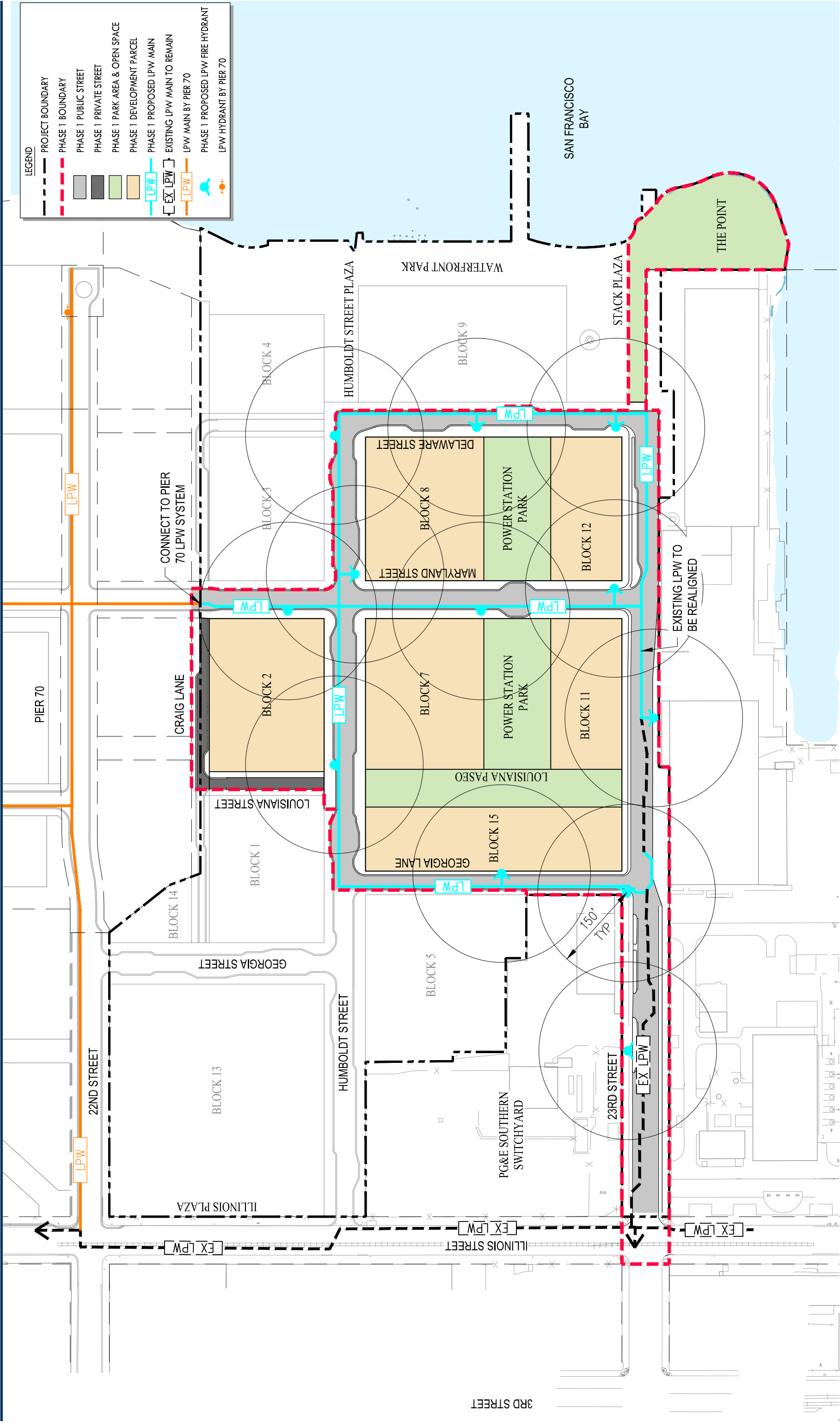


FIGURE 6: PHASE 1 LOW PRESSURE WATER SYSTEM

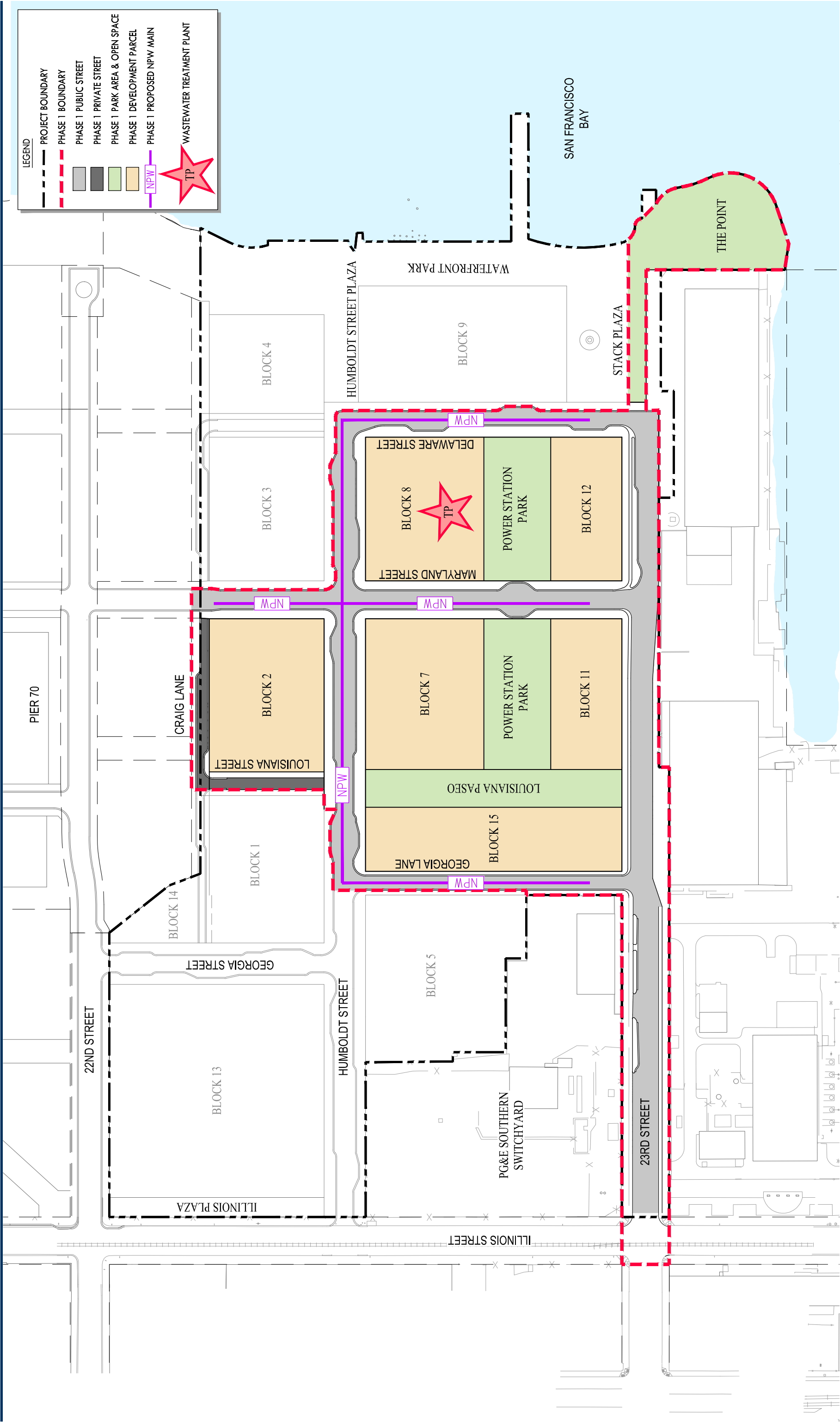


FIGURE 7: PHASE 1 NON-POTABLE WATER SYSTEM

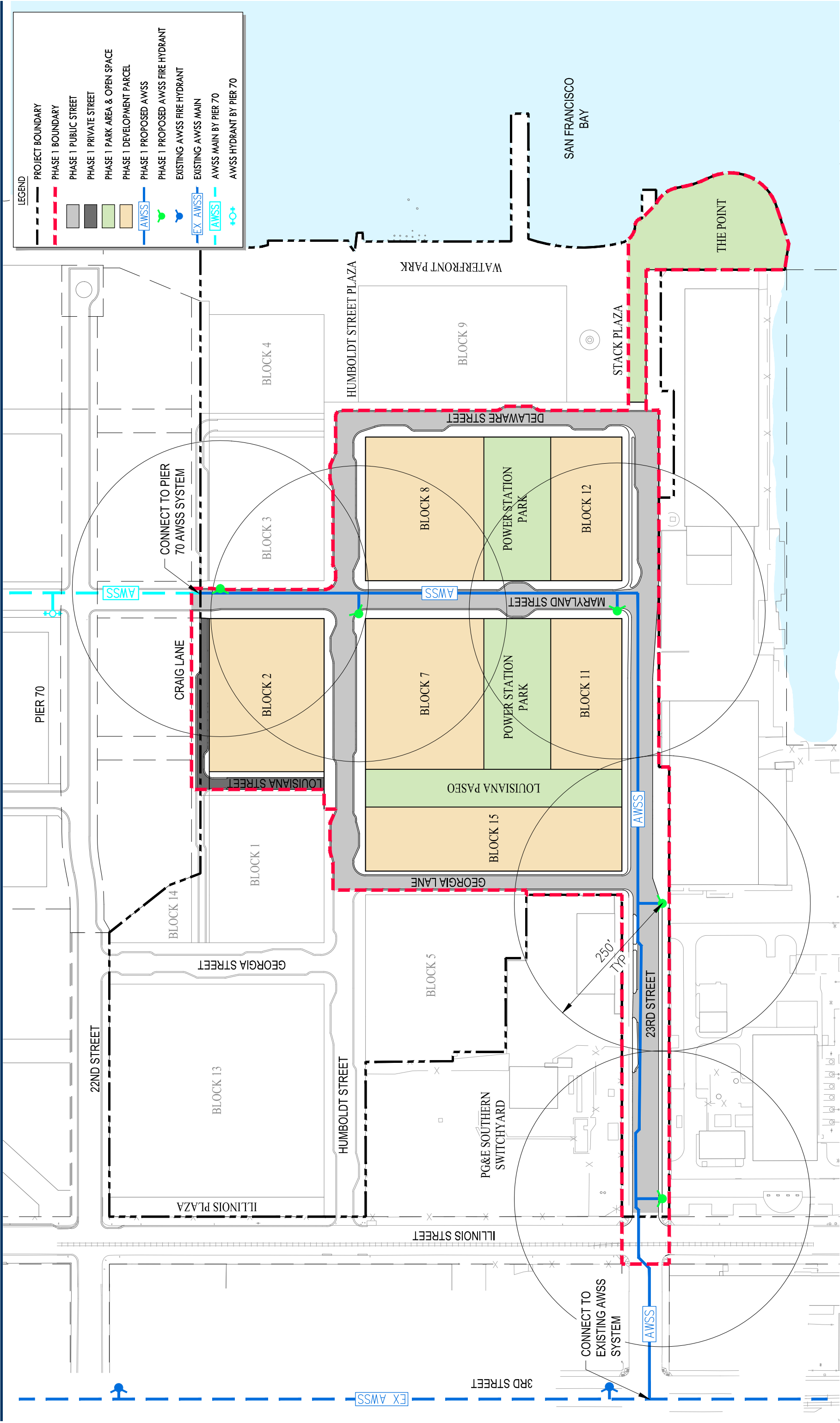


FIGURE 8: PHASE 1 AUXILIARY WATER SUPPLY SYSTEM



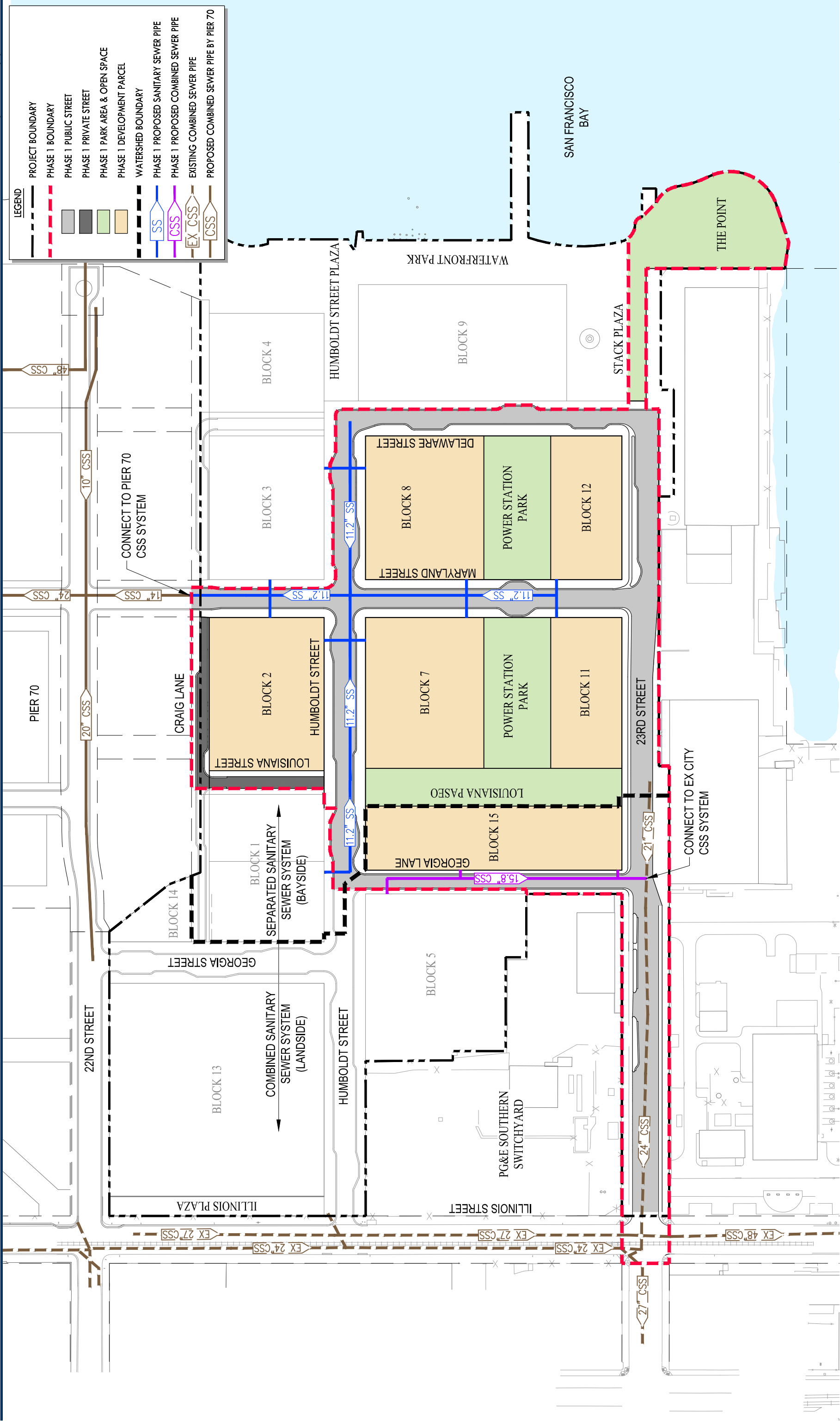


FIGURE 9: PHASE 1 PROPOSED NORTHERN ALTERNATIVE SEWER SYSTEM



0 150



FIGURE 10: PHASE 1 PROPOSED COMBINED SEWER AND SANITARY SEWER LAYOUT

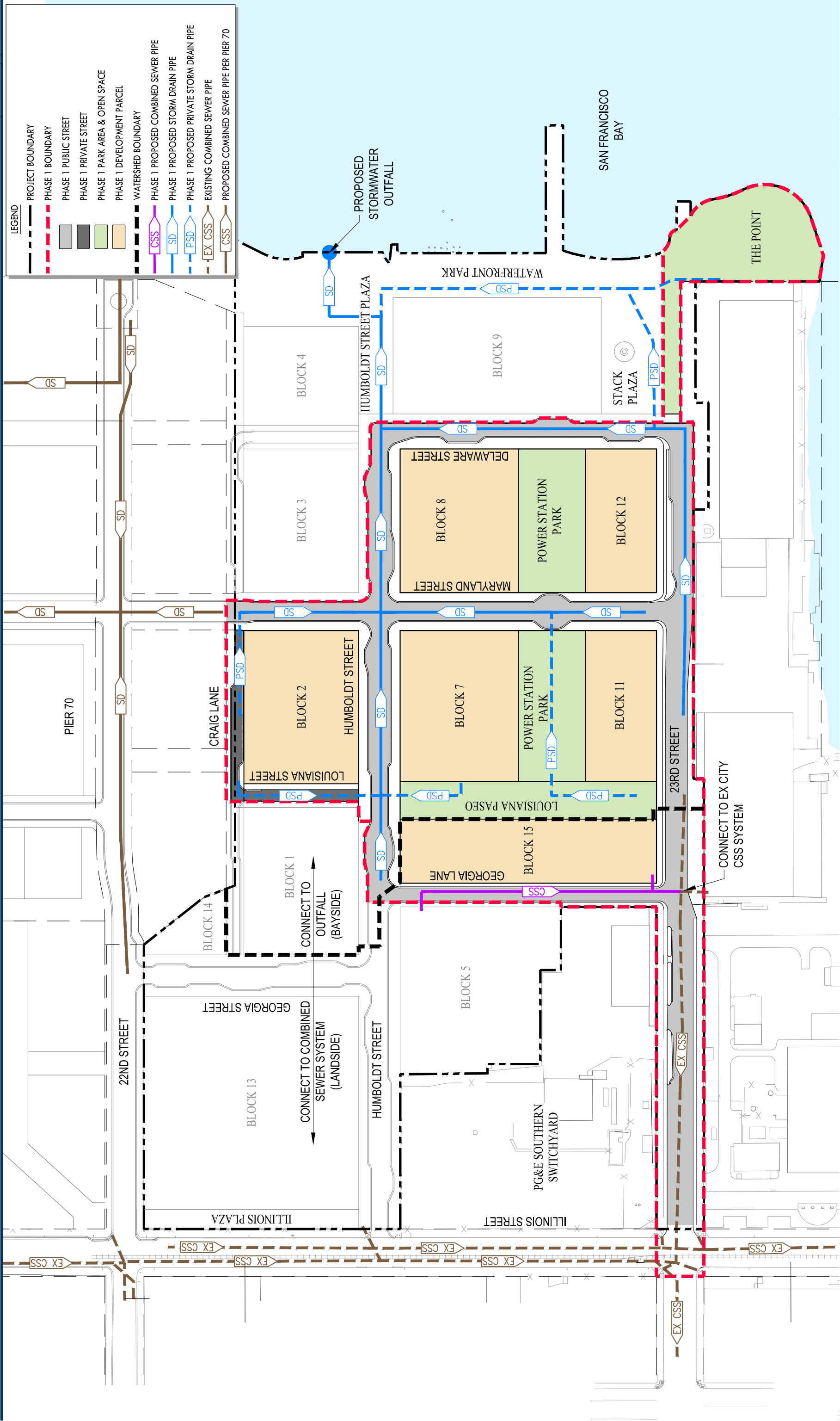


FIGURE 11: PHASE 1 STORM DRAIN SYSTEM



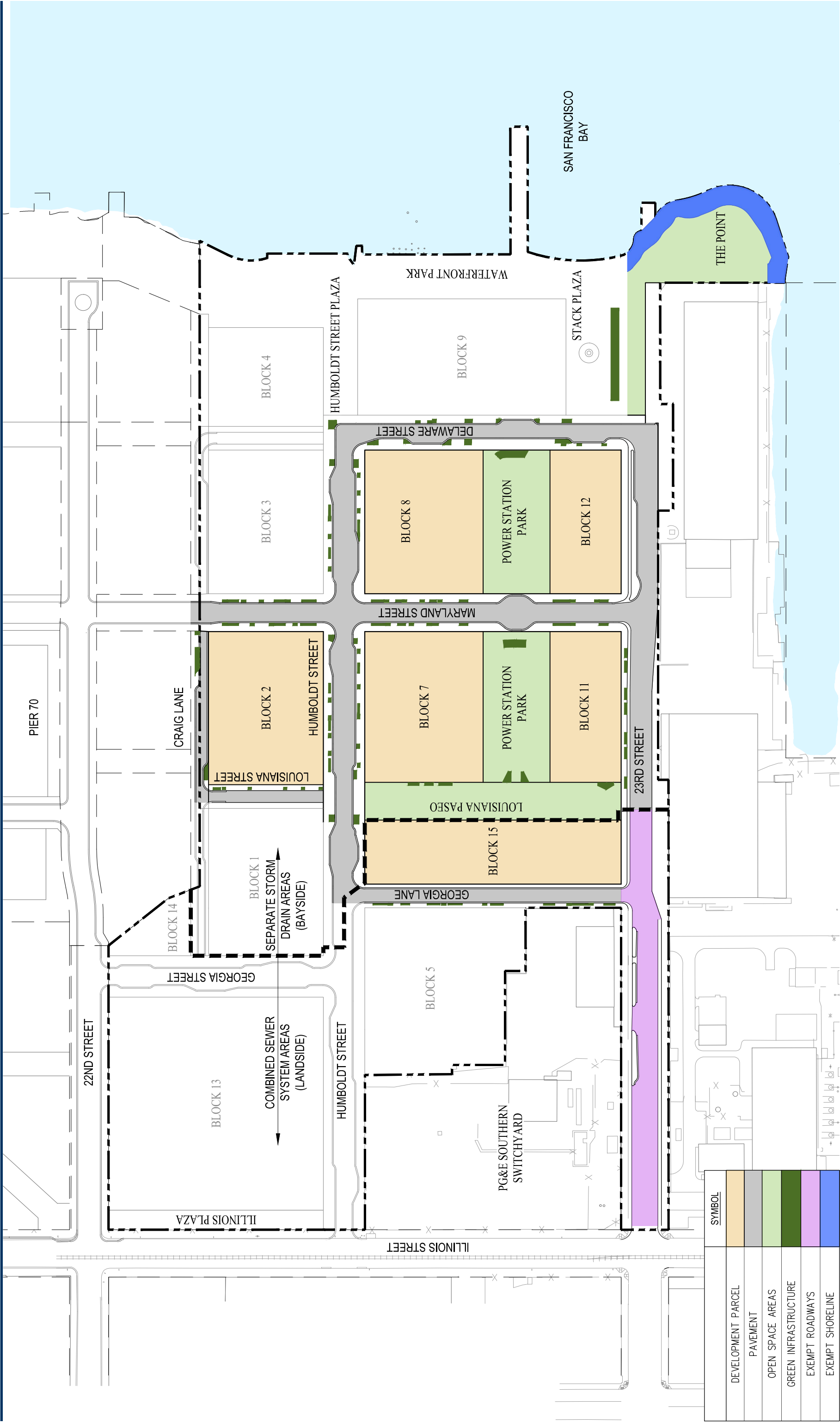


FIGURE 12: PHASE 1 STORMWATER MANAGEMENT FACILITIES



0 150

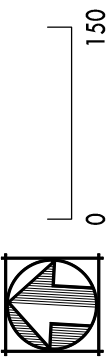


FIGURE 13: PHASE 1 DRY UTILITY SYSTEM

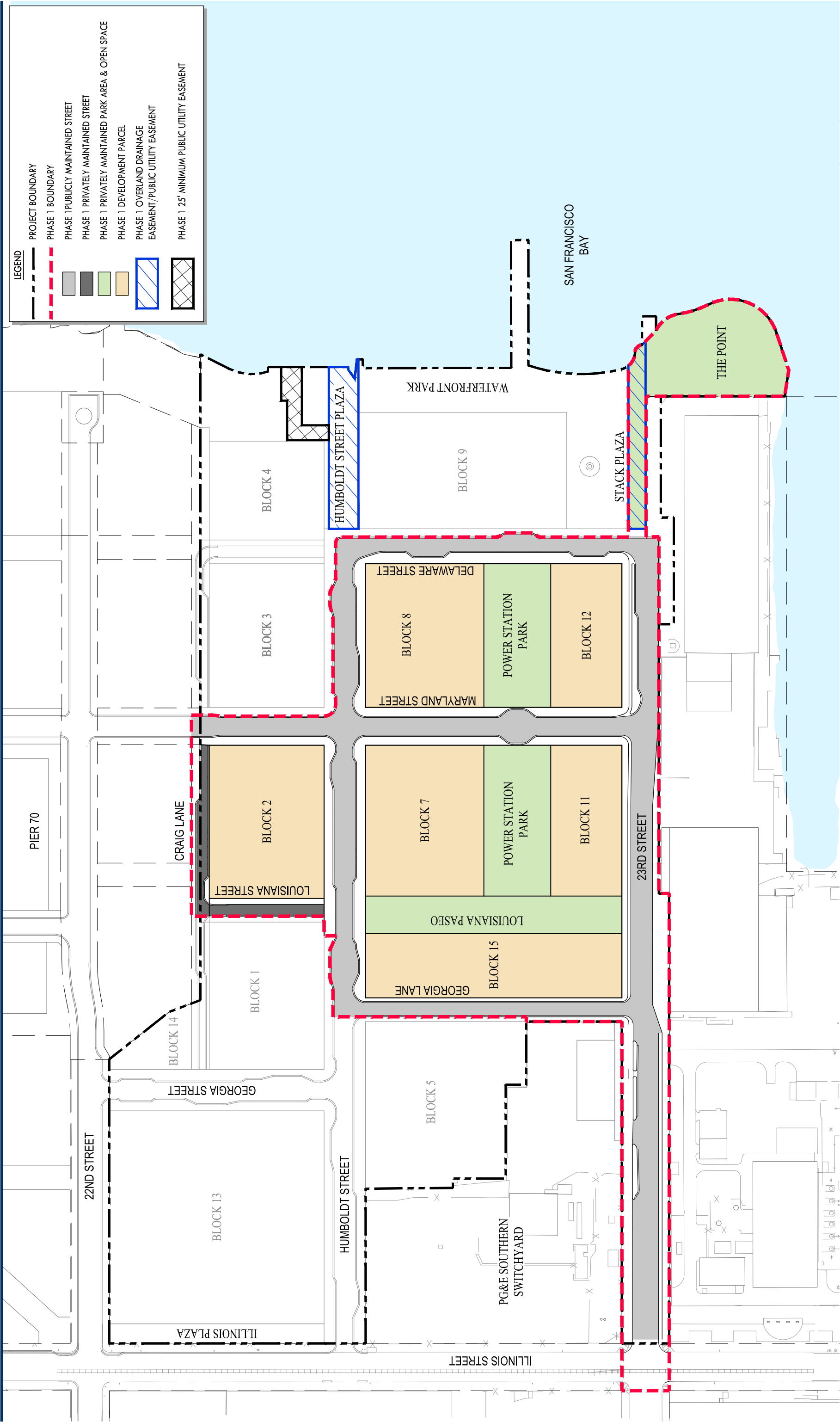


FIGURE 14: PHASE 1 INFRASTRUCTURE OWNERSHIP AND MAINTENANCE

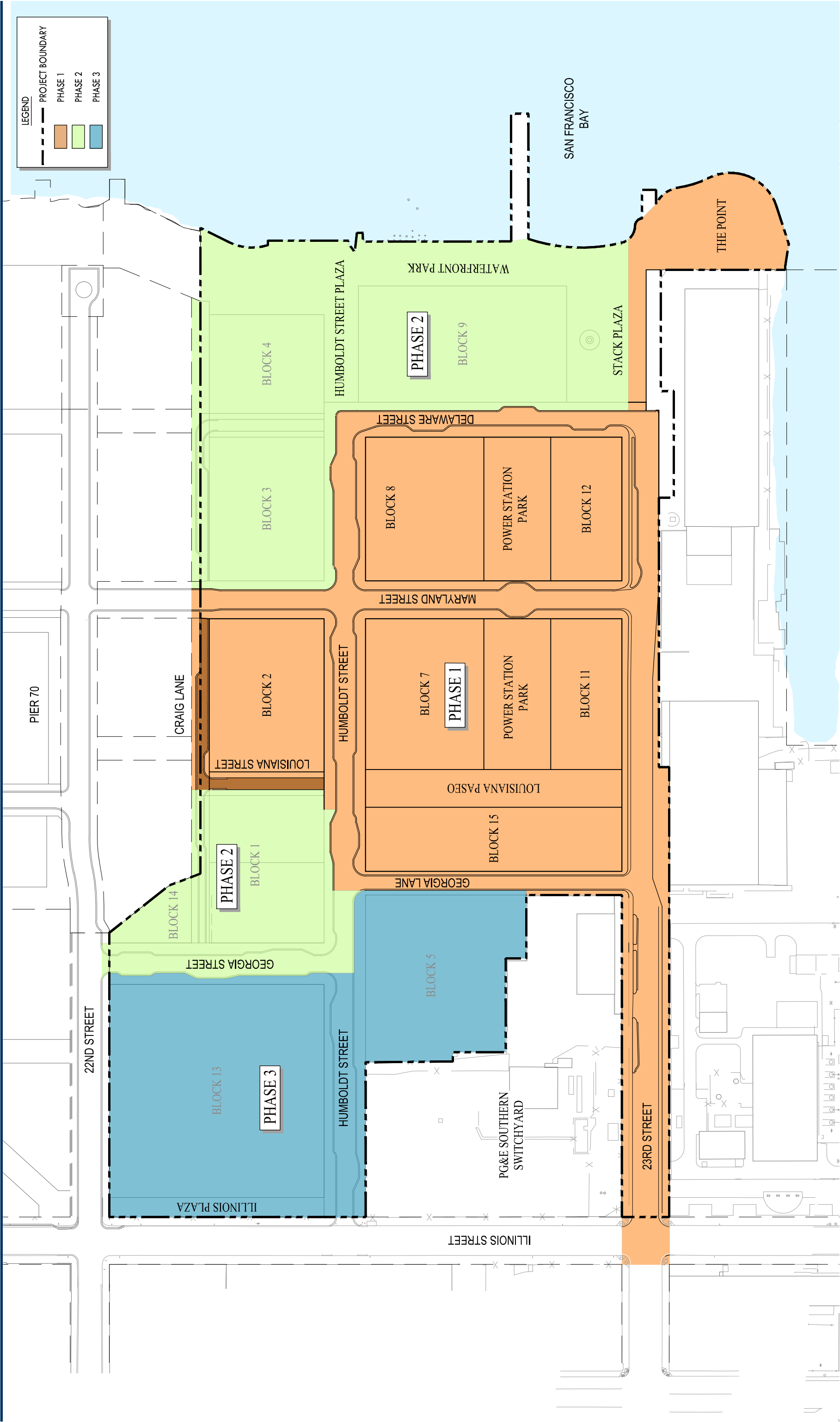


FIGURE 15: REVISED PHASING PLAN

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FIGURE 16: SUSTAINABLE NEIGHBORHOOD FRAMEWORK

GOAL 1



*Ensure Non-Toxic &
Comfortable Air Indoors & Out*

EQUITY

OPPORTUNITIES: keep from exacerbating the health impacts of cumulative air pollution like respiratory and cardiovascular; decrease hospital visits for those with limited access to health insurance.

CONSIDERATIONS: projects in neighborhoods with populations with greatest sensitivity to extreme heat should take additional measures to provide habitable environments; population-specific health challenges may warrant additional study.

RESILIENCE

OPPORTUNITIES: better respond to heat waves and bad air quality days.

CONSIDERATIONS: integrate future heating and cooling needs into energy capacity scaling equipment; extreme heat puts pressure on essential services such as energy, transport, and health.

CLIMATE

OPPORTUNITIES: lower toxic pollutants; renewable electricity exports; reduced risks of ozone production due to higher temperatures.

CONSIDERATIONS: analyze long-term climate impacts of strategies to respond to high temperatures.

TARGETS	APPROACHES	EXISTING REQUIREMENTS	GOALS FOR THE POTRERO POWER STATION	POTRERO D4D STANDARDS AND CONSIDERATIONS
ZERO-EMISSION environments	Land Use		<ul style="list-style-type: none">TDM Plan that achieves Planning Code Compliant points targetIncrease sustainable trips (walk, bike, transit, carpool) and encourage zero-emission vehicles for remainder25% of all off-street parking stalls will be equipped with a plug for electrical vehicle chargingMinimize or eliminate combustion within buildings	Section 5 Streets 5.2 Pedestrian Network 5.3 Bicycle Network 5.4 On-Street Class II Bicycle Parking 5.5 Transit Network 5.6 Shuttle Network Section 6 Buildings 6.18.8 Shared Thermal Energy Plants 6.18.9 All-Electric Buildings 6.18.20 Real Time Transportation Information Displays 6.20.3 Electric Vehicle Charging 6.20.4 Car Share 6.21.1 Bicycle Parking Ratios 6.21.6 Bicycle-Supportive Amenities 6.22.3 Maximum Parking Ratio
	All-Electric			
	Construction Practices	Construction Air Filtration [GBC]		
	Material Selection	Greenhouse Gas Emissions compliance checklist [CEQA]		
	Active Mobility	Transportation Demand Management (TDM)		
	Electric Vehicles	100% EV-ready off-street parking Installed chargers at 5% of spaces		
100% NON-TOXIC interiors	Material Selection	Low-Emitting Materials [GBC]	<ul style="list-style-type: none">All buildings required to achieve LEEDv4 Gold certification and pursue at least three points under specific LEED materials and resources credits to encourage disclosure from materials manufacturers, prioritize responsible material selection and reduce whole building embodied carbon	Section 6 Buildings 6.8.10 Life-cycle Assessment 6.18.2 Non-toxic Building Interiors 6.18.4 Materials & Resources 6.18.11 Natural Ventilation 6.18.12 Natural Daylight 6.18.13 Solar Control and Exterior Shading 6.18.15 Biophilic Design 6.18.19 Climate Resilience
	Air Filtration	High Quality Air Filtration [GBC]		
COMFORTABLE micro-climates	Passive Exterior Cooling	High Quality Air Filtration [Art 38]	<ul style="list-style-type: none">See Robust Ecosystems Goal	See Robust Ecosystems Goal
	Interior Respires			

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SUSTAINABLE NEIGHBORHOOD FRAMEWORK (continued)

GOAL 2



*Achieve an Efficient & Fossil
Fuel-Free Environment*

EQUITY

OPPORTUNITIES: healthier air; lower utility costs & minimized rate volatility; improved indoor comfort; energy revenues for local economy; equal access to energy efficiency upgrades for renters; increase job opportunities for energy upgrade work.

CONSIDERATIONS: avoid passing upfront retrofit costs to residents; limited triggers/funding for existing building retrofits; explore opportunities for community-owned solar.

RESILIENCE

OPPORTUNITIES: reduced outages; emergency power supplies; reduced risk from natural gas explosions; secure against global oil price shifts and instability; better respond to heat waves and bad air quality days.

CONSIDERATIONS: plan for most vulnerable communities; tenant education about energy measures are great opportunities to foster stronger and connected communities.

CLIMATE

OPPORTUNITIES: emission free; Increasing energy efficiency reduces overall demand and accommodates fuel switching; reduce toxic pollutants.

CONSIDERATIONS: when assessing carbon footprint factor-in gas leak rates at well sites, forgo gas infrastructures to receive credits .

TARGETS	APPROACHES	EXISTING REQUIREMENTS	GOALS FOR THE POTRERO POWER STATION	POTRERO D4D STANDARDS AND CONSIDERATIONS
Maximum energy EFFICIENT environments	Solar Orientation	Reduce energy use by 5% [Title 24/ GBC]	<ul style="list-style-type: none">Buildings will consider passive design measures (orientation, massing, façade optimization) to reduce overall energy demand and active measures such as shared thermal energy plants to more effectively deliver energy to the buildingsAll buildings required to achieve LEEDv4 Gold certification which includes optimized energy performance as a certification strategy	Section 4 Open Space 4.27.3 Thermal Energy Plant Piping Connection Section 6 Buildings 6.8.10 Life-cycle Assessment 6.18.1 Building Performance 6.18.8 Shared Thermal Energy Plants 6.18.11 Natural Ventilation 6.18.12 Natural Daylight 6.18.13 Solar Control and Exterior
	Building Form			
	Envelope & Façade Treatments			
	Mechanical Systems			
	Appliances			
	Vegetation			
100% CARBON-FREE energy	On-Site Renewable Power Generation	15% roof area installed with solar PV or solar thermal systems (GBC)	<ul style="list-style-type: none">Preferred locations for renewable energy production (PV and solar thermal hot water) based on solar access and visibility from other buildings, as outlined in Table 6.18.1Consider providing sufficient renewable energy generation and battery storage to support adequate power supply for up to 72 hours during emergencies and power outages.Consider feasibility of meeting 100% of building energy demands with greenhouse gas free or renewable electricity through a combination of on-site renewable energy generation and green power purchase	Section 6 Buildings 6.18.9 All-Electric Buildings 6.18.10 Energy for Emergencies 6.18.21 Renewable Energy 6.19.1 Better Roofs 6.19.3 Photovoltaic Panels Table 6.19.1 Better Roofs Recommendations
	Solar Thermal Hot Water			
	Battery Storage			
	All-Electric			
	Green Power Purchase			

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SUSTAINABLE NEIGHBORHOOD FRAMEWORK (continued)

GOAL 3



*Support Biodiversity & Connect
Everyone to Nature Daily*

EQUITY

OPPORTUNITIES: access to healthy and affordable food; physical and mental health improvement; social cohesion and connection to one's environment; reduced exposure to noise, air pollution, and extreme heat; robust biodiversity minimizes rodent infestations.

CONSIDERATIONS: inequitable access, use, or quality of green spaces by vulnerable populations; additional maintenance costs (public & private); potential existing contaminants for safe food production.

RESILIENCE

OPPORTUNITIES: ecosystem services improve shoreline and urban flood management, reducing housing and place instability and access due to flooding; planted hillsides are less susceptible to erosion and landslides; wildlife biodiversity.

CONSIDERATIONS: increased landscaping that includes too much impervious surface can increase flooding; poor plant selection or irrigation equipment can exacerbate water scarcity.

CLIMATE

OPPORTUNITIES: enhance climate regulation and carbon sequestration; reduce carbon footprint associated with to large-scale food production; distribution and waste; improve water efficiency.

CONSIDERATIONS: gas-powered lawn equipment exacerbates emissions and health impacts of landscaping; poor landscaping maintenance practices can lead to additional methane from decomposing green waste.

TARGETS	APPROACHES	EXISTING REQUIREMENTS	GOALS FOR THE POTRERO POWER STATION	POTRERO D4D STANDARDS AND CONSIDERATIONS	
GREEN space equivalent to 1/2 site area	Open Spaces	36 SF per unit, 48 SF if common space (does not require greening) [PC]	<ul style="list-style-type: none">Public access to 1,170 linear feet of waterfront, which will include planting and trees; 100% of waterfront areas to be publicly accessible100% of public realm stormwater managed by green infrastructureProvide approximately 6.9 acres of parks and open space, which will include plantings and trees.	Section 4 Open Space 4.1 Open Space Network 4.3 Resilience and Adaptation 4.4 Open Space Pedestrian Circulation 4.6.7 Plants: Interpretation and Education 4.16 Waterfront Open Spaces 4.17 Waterfront Open Spaces – Circulation 4.18 Waterfront Outdoor Dining Food Service Areas 4.19 Waterfront Park	Section 6 Buildings 6.8.9 Living/Green Walls 6.19.1 Better Roofs
	Living Roofs	30% roof area as living roof [PC alt]			
	Green Walls				
	Green Infrastructure	Manage 25% of stormwater onsite [SMO option]			
	Building Façades				
BIODIVERSE landscapes of 100% climate appropriate, majority local species	Right-Of-Way	1 street tree every 20' [PC]	<ul style="list-style-type: none">100% of greening to be climate appropriate or programmed to accommodate Active UseAt least 50% of understory plants should be California and San Francisco native plants and include pollinator speciesInterpretive signage can support eco-literacy on site	Section 4 Open Space 4.5.1 Urban Forest Composition 4.5.3 Tree Species Selection 4.5.7 Tree Species Selection 4.6.1 Plants: Site and Program Specificity 4.6.3 Invasive Plants 4.6.4 Plant Selection Section 5 Streets 5.11.13 Habitat and Wildlife Connections	5.11.2 Tree Species Selection 5.12.5 Streetscape Planting Selection 5.12.7 Multistory Planting 5.13.8 Support Pollinator Habitat Section 6 Buildings 6.19.5 Living Roof Pollinator Habitat 6.19.6 Living Roof Uses
	Tree Canopy				
	Understory Planting				
	Natural Areas				
	Building Façades				
HEALTHY food & wildlife systems	Buildings	Bird Safe Buildings [PC]	<ul style="list-style-type: none">100% of newly provided public and private streets to have sidewalks or recreation paths and nighttime lightingMinimum of 25% of open space available for active recreation use (e.g., sports fields, flexible play areas)Provide access to healthy and affordable food through permanent and temporary on-site amenities	Section 3 Land Use 3.1.1 Permitted Uses Table Section 4 Open Space 4.4 Open Space Pedestrian Circulation 4.9.9 Furnishing - Responsible Material Use 4.10 Bicycle Parking – Open Space 4.11.8 Permeable Paving 4.11.9 Wood Decking 4.11.10 Responsible Material Use 4.13 Wellness 4.24 Humboldt Street Plaza 4.28.1 Flexible Field 4.29.1 Sculptural Play Features 4.30 Louisiana Paseo 4.31 Rooftop Soccer Field	Section 5 Streets 5.2 Pedestrian Network 5.3 Bicycle Network Section 6 Buildings 6.17.1 Frontages for Wellness and Gathering 6.17.2 Frontages for Community Use 6.18.14 Active Design 6.18.15 Biophilic Design 6.18.16 Building Amenities for Wellness 6.18.17 Family Friendly Design 6.19.6 Living Roof Uses
	Open Spaces				

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SUSTAINABLE NEIGHBORHOOD FRAMEWORK (continued)

GOAL 4



Support Biodiversity & Connect
Everyone to Nature Daily

EQUITY

OPPORTUNITIES: keep from exacerbating the health impacts of populations impacted by toxins in water; reduce home-based health hazards; reduce the disproportionate racial impact of flooding.

CONSIDERATIONS: ground water pollution is more prevalent in disadvantaged communities; in case of emergency plan for large-scale temporary relocation of low-income residents; use high quality potable water filters.

RESILIENCE

OPPORTUNITIES: decrease risk of flooding of power generation, transmission, and distribution networks; reduce vulnerability to droughts; better respond to heat waves and bad air quality days.

CONSIDERATIONS: in urban centers, critical services like healthcare, food supply, transportation, energy systems, schools and retail share interdependencies with water.

CLIMATE

OPPORTUNITIES: decrease in energy and emissions associated with extraction, conveyance, treatment and consumption of water.

CONSIDERATIONS: climate change is expected to impact water quality by increasing the nutrient content, pathogens, and the sediment levels of surface water.

TARGETS	APPROACHES	EXISTING REQUIREMENTS	GOALS FOR THE POTRERO POWER STATION	POTRERO D4D STANDARDS AND CONSIDERATIONS	
REGENERATIVE systems that minimize consumption & maximize reuse	Efficient Fixtures	Reduced water consumption [GBC]	<ul style="list-style-type: none">Use non-potable water to meet 100% of project demands for flushing, irrigation, and cooling towers.	Section 4 Open Space 4.6.2 Plants: Water Use 4.6.6 Recycled Water and Plant Selection 4.8.1 Site Irrigation 4.8.2 Plant Species Hydrozones 4.8.3 Pressurized Drip Irrigation at Turf Areas	Section 6 Buildings 6.18.7 Recycled Water 6.18.8 Shared Thermal Energy Plants 6.19.2 Living Roof Non-Potable Irrigation 6.19.4 Living Roof Permanent Irrigation
	Smart-Metering	Residential multifamily water sub-metering [GBC/CA Water Code]		Section 5 Streets 5.11.10 Irrigation 5.12.3 Non-Potable Irrigation 5.13.2 Site Irrigation	
	Non-Potable Reuse	Onsite systems for non-potable flushing and irrigation [Art 12C]			
	Irrigation	Low water, climate appropriate plants [GBC]			
100% FLOOD-SAFE buildings & sidewalks	Design Elevations	Sea level rise consideration [CEQA] 100-yr flood disclosure	<ul style="list-style-type: none">100% of buildings, sidewalks, and street assets resilient to permanent inundation (up to 66-inches of sea level rise) plus 42-inches for 100-year coastal flood elevations, which includes storm surge100% of public realm stormwater managed by green infrastructure	Section 4 Open Space 4.3 Resilience and Adaptation	
	Grey Infrastructure	Ensure positive sewage flow, raise entryway elevation and/or special sidewalk construction and deep gutters if risk of ground-level flooding		Section 6 Buildings 6.18.19 Climate Resilience	
	Green Infrastructure	Manage 25% of stormwater onsite [SMO option]		PPS Infrastructure Plan Section 5, Sea Level Rise and Adaptive Management Strategy	
HIGH QUALITY waterways & sources	Erosion Prevention	Slowed stormwater flow rates [SMO]	<ul style="list-style-type: none">Zero increase in combined sewage overflows annually100% of public realm stormwater managed by green infrastructure	Section 4 Open Space 4.7.1 Stormwater (SW) Management 4.7.2 Stormwater Treatment Area Requirements 4.7.3 Stormwater Management Plant-Based Facility Design	Section 6 Buildings 6.19.1 Better Roofs
	Pollutant Management	Reduced runoff and pollution from construction [GBC] (MS4) filter or treat 80% on site [SMO]		Section 5 Streets 5.13.1 Streetscape SW Treatment Planter Design 5.13.3 Stormwater Management Plantings	PPS Infrastructure Plan Section 14, Sanitary Sewer System Section 16, Stormwater Management

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SUSTAINABLE NEIGHBORHOOD FRAMEWORK (continued)

GOAL 5



EQUITY

OPPORTUNITIES: reduced noise and emissions from waste collection vehicles and transfer stations; reduced vermin; reduced solid waste fees.

CONSIDERATIONS: user education; space trade-offs for adequate collection and storage; limited recycling of certain types of food packaging; health impacts of waste-management jobs.

RESILIENCE

OPPORTUNITIES: less risk of pollution from waste management facilities in case of major climate event; upcycling products can lead to more localized resource independence.

CONSIDERATIONS: mis-managed waste can contaminate soil, ground water, and the Bay.

CLIMATE

OPPORTUNITIES: reduction in methane (potent greenhouse gas 35-80x CO2); reduction in scarce resources extraction and transportation; reduction in fossil fuel consumption.

CONSIDERATIONS: energy required to recycle and upcycle materials; truck emissions associated with waste transfer and marketplace delivery.

*Prioritize Resource Conservation,
Responsibility & Reuse*

TARGETS	APPROACHES	EXISTING REQUIREMENTS	GOALS FOR THE POTRERO POWER STATION	POTRERO D4D STANDARDS AND CONSIDERATIONS
100% RESPONSIBLE material use	Resource Extraction		<ul style="list-style-type: none">Use materials/systems that minimize resource use, eliminate waste, and protect healthInclude embodied carbon considerations in materials selection throughout horizontal and vertical design processes	Section 4 Open Space 4.9.9 Furnishing – Responsible Material Use 4.11.9 Responsible Material Use Section 6 Buildings 6.8.10 Life-cycle Assessment 6.18.2 Non-toxic Building Interiors 6.18.4 Materials & Resources
	Reusable Products			
Significantly REDUCED per-capita waste generation	3-Stream Waste Collection	Accessible and sufficient collection systems	<ul style="list-style-type: none">100% of open spaces include three-stream waste systemsMeet City ordinances for waste reduction to reduce consumption and provide adequate waste management infrastructure to support the City-wide Zero Waste Goal	Section 4 Open Space 4.9.5 Waste Receptacles Section 5 Streets 5.14.7 Waste Receptacles
	Consumption & Purchasing	Recycling and composting (Buildings)		
	Cost Monitoring			
100% materials RECOVERED from waste stream	Material Re-Use		<ul style="list-style-type: none">Divert at least 65% percent of construction and demolition waste materials per State and City and County of San Francisco targets	Section 2 Telling our Story: Interperative Vision Section 5 Streets 5.14.11 Salvaged Material Section 6 Buildings 6.12 Existing Buildings within the Third Street Industrial District: The Stack 6.13.1 Unit 3 Retained Features 6.13.9 Unit 3 Retained Features 6.14 Existing Buildings within the Third Street Industrial District: Station A
	Construction Debris	Construction waste diversion (65%)		



Mayor ED 13-01 Priority Permit

Potrero Power Station - Phase 1 Development Application

APPENDIX A

Phase 1 Street Sections with Utility Separations

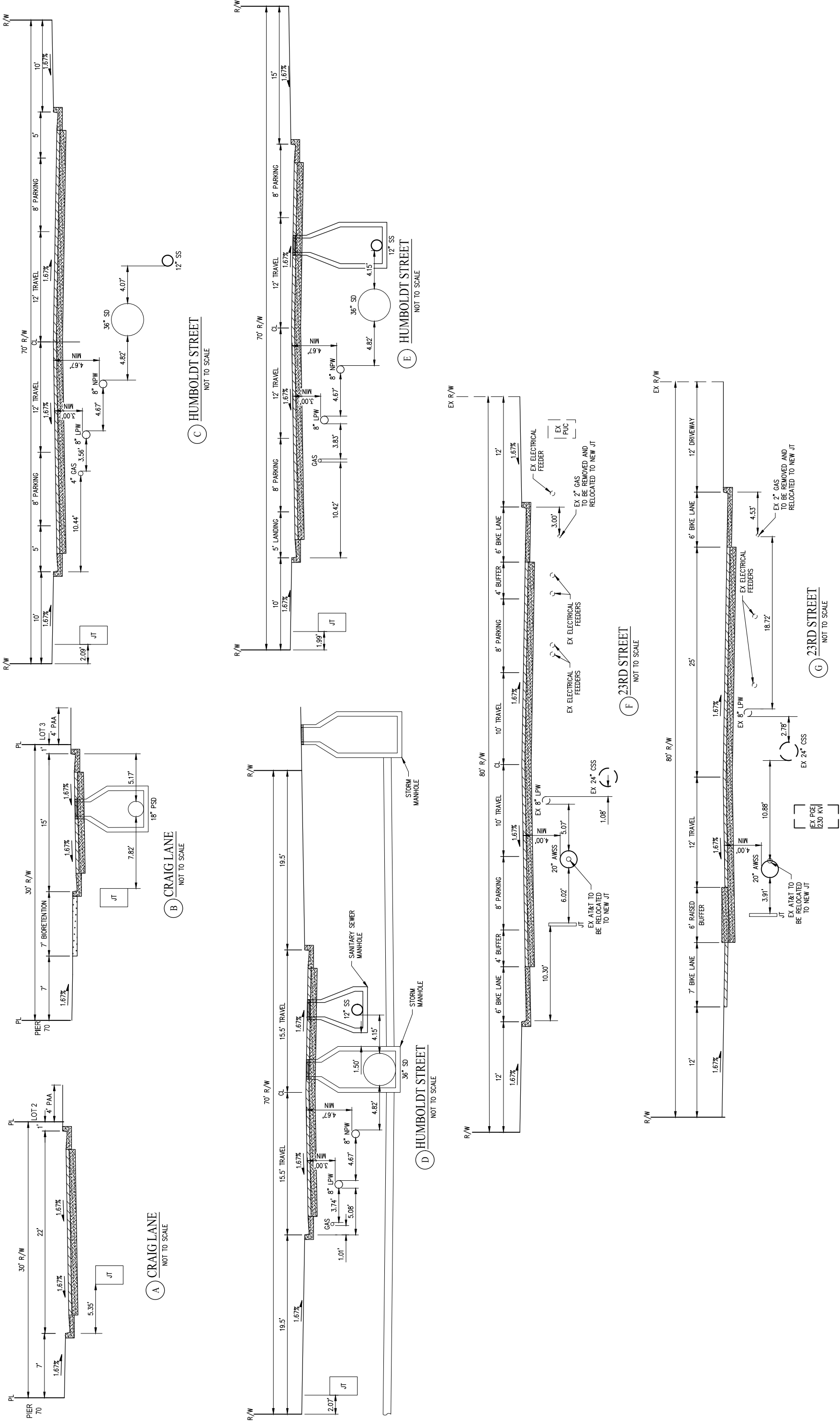


FIGURE A-1: PHASE 1 STREET SECTIONS



FIGURE A-2: PHASE 1 STREE SECTIONS

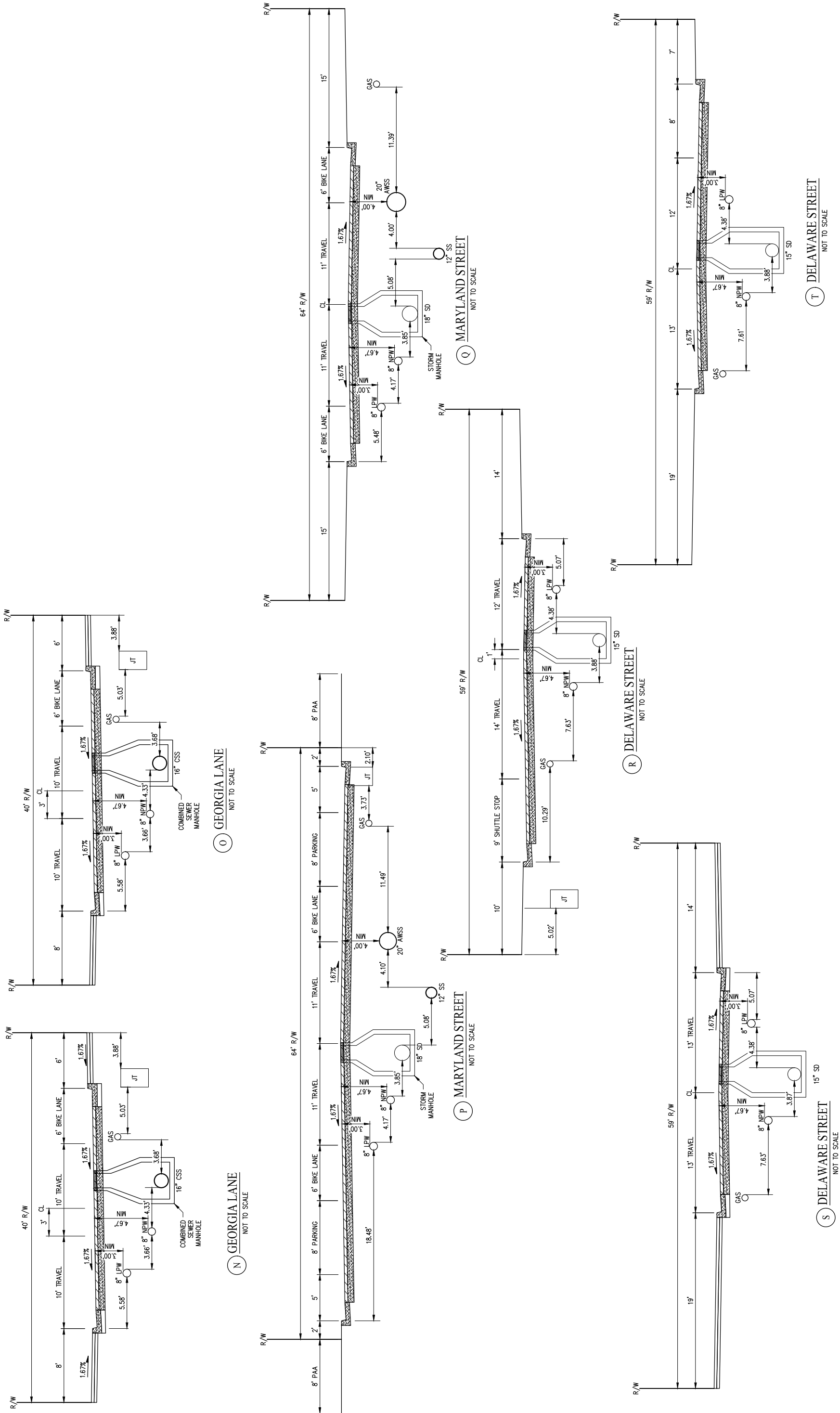


FIGURE A-3: PHASE 1 STREET SECTIONS



Mayor ED 13-01 Priority Permit

Potrero Power Station - Phase 1 Development Application

APPENDIX B

Phase 1 Intersection Geometry

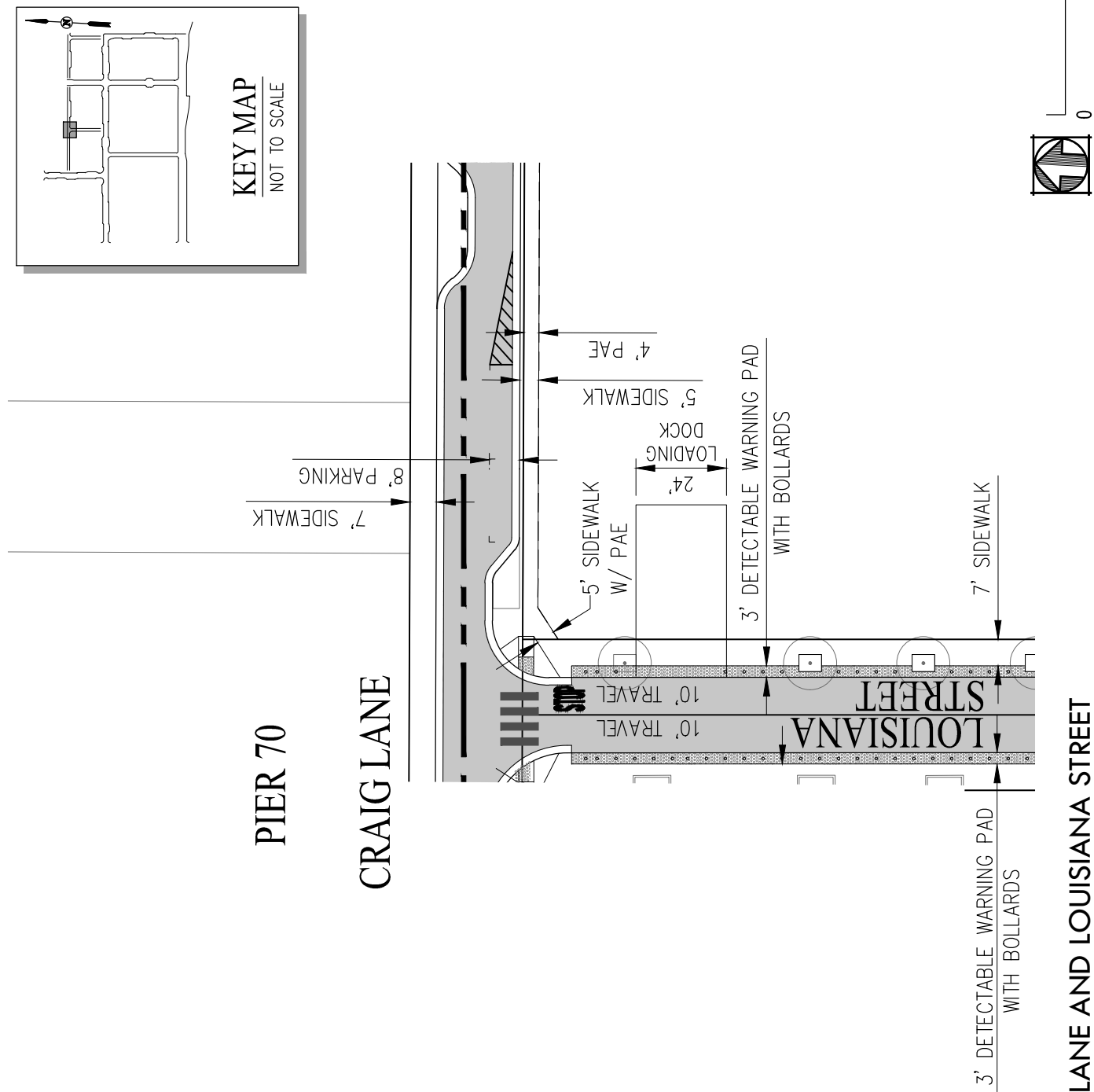


FIGURE B-1: CRAIG LANE AND LOUISIANA STREET

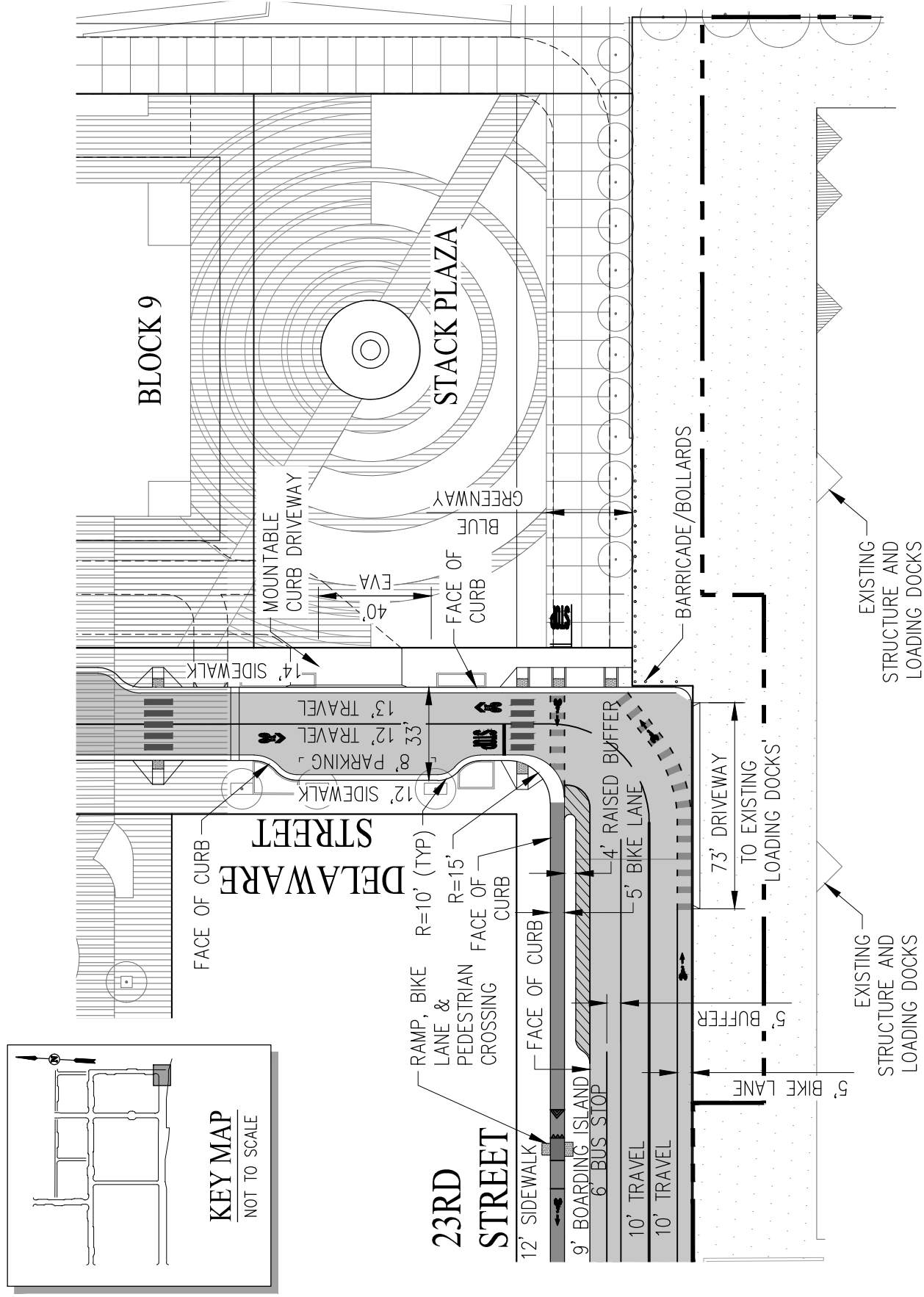


FIGURE B-2: DELAWARE STREET AND 23RD STREET

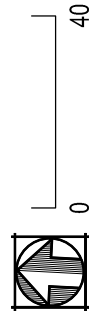
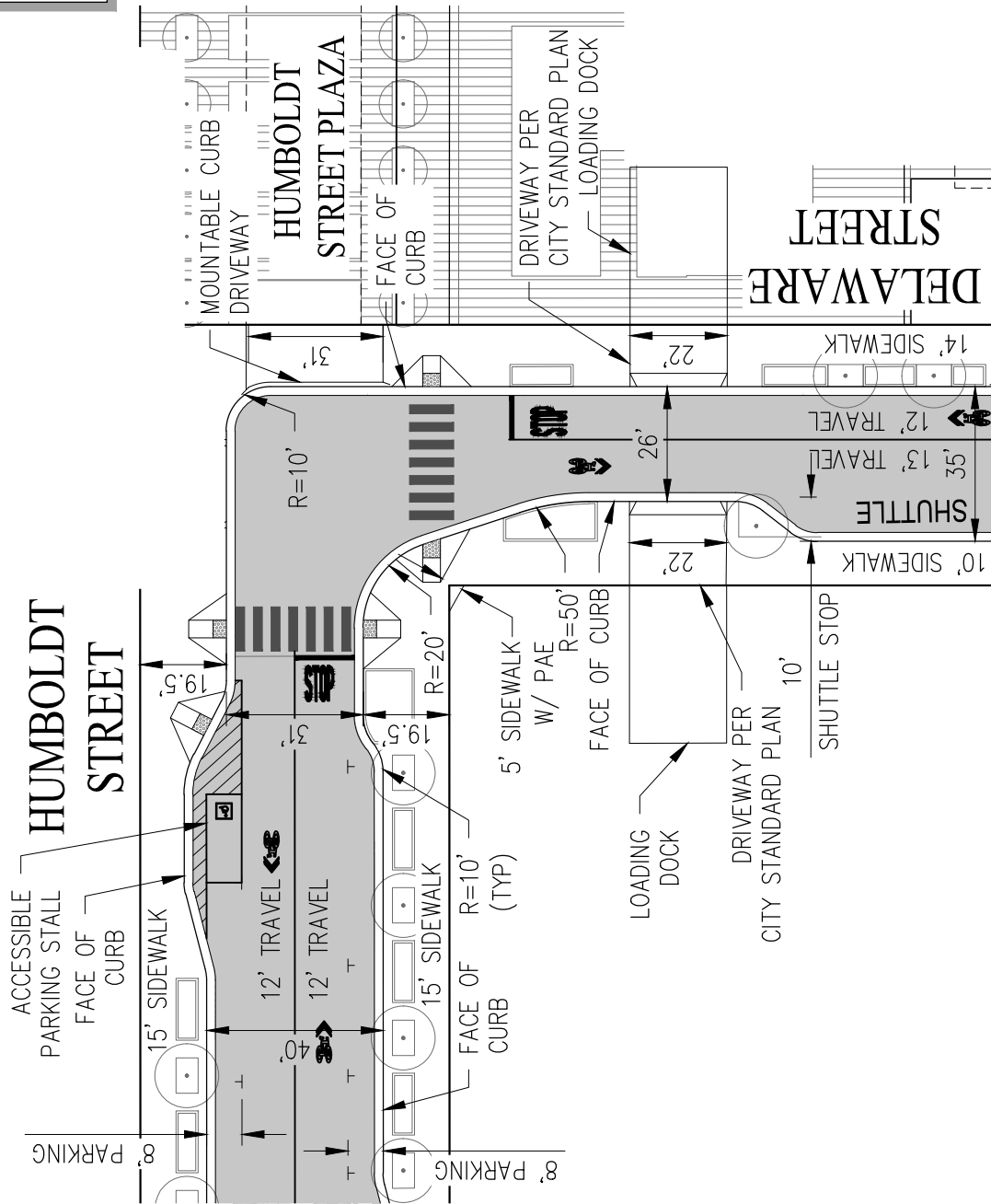
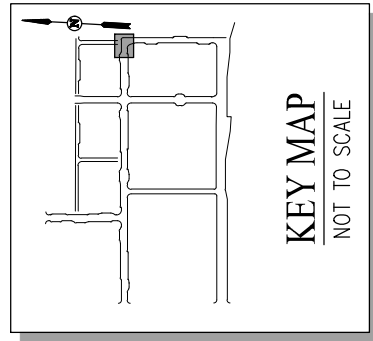


FIGURE B-3: HUMBOLDT STREET AND DELAWARE STREET

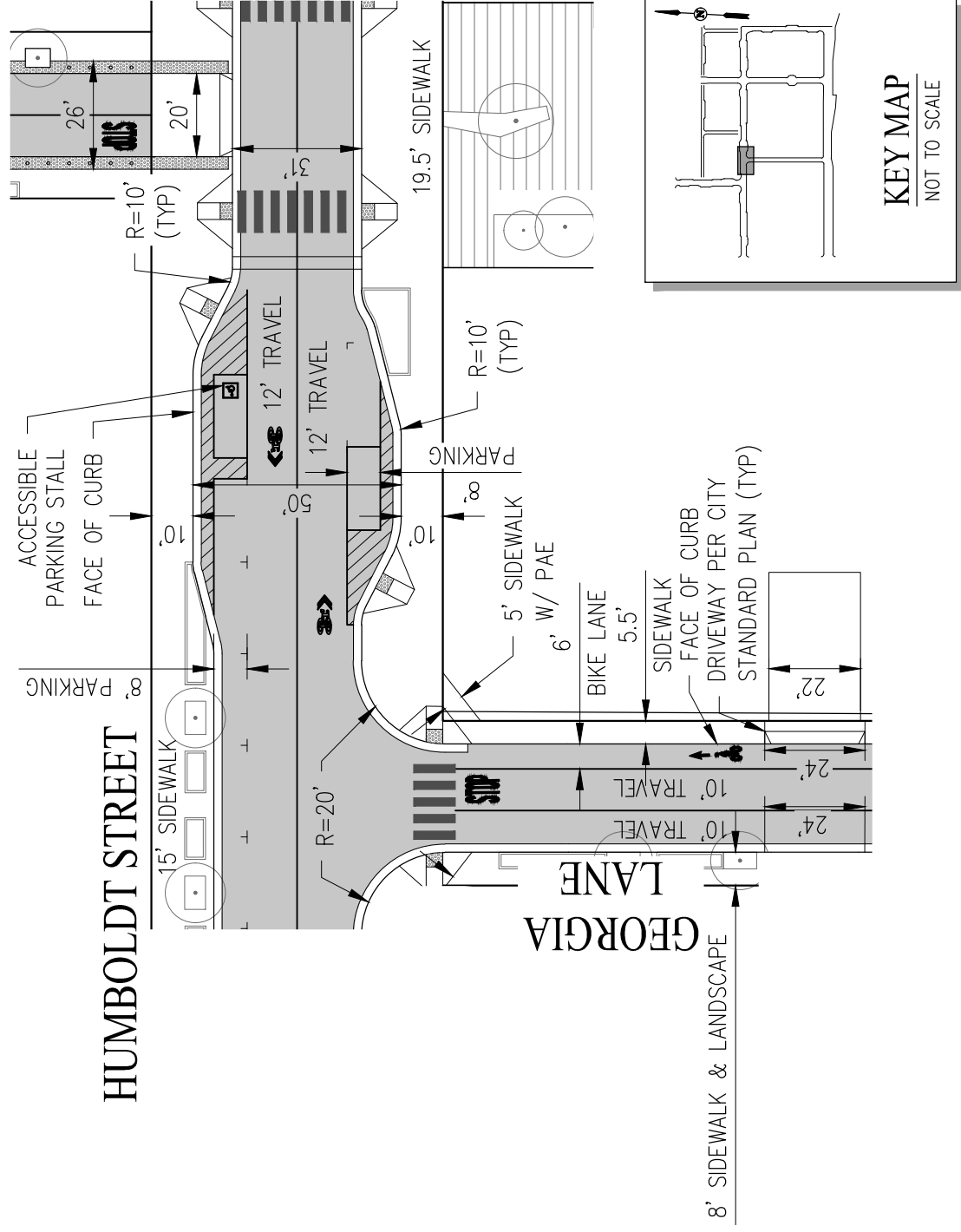


FIGURE B-4: HUMBOLDT STREET AND GEORGIA LANE

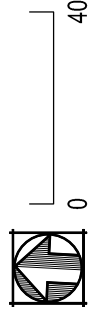
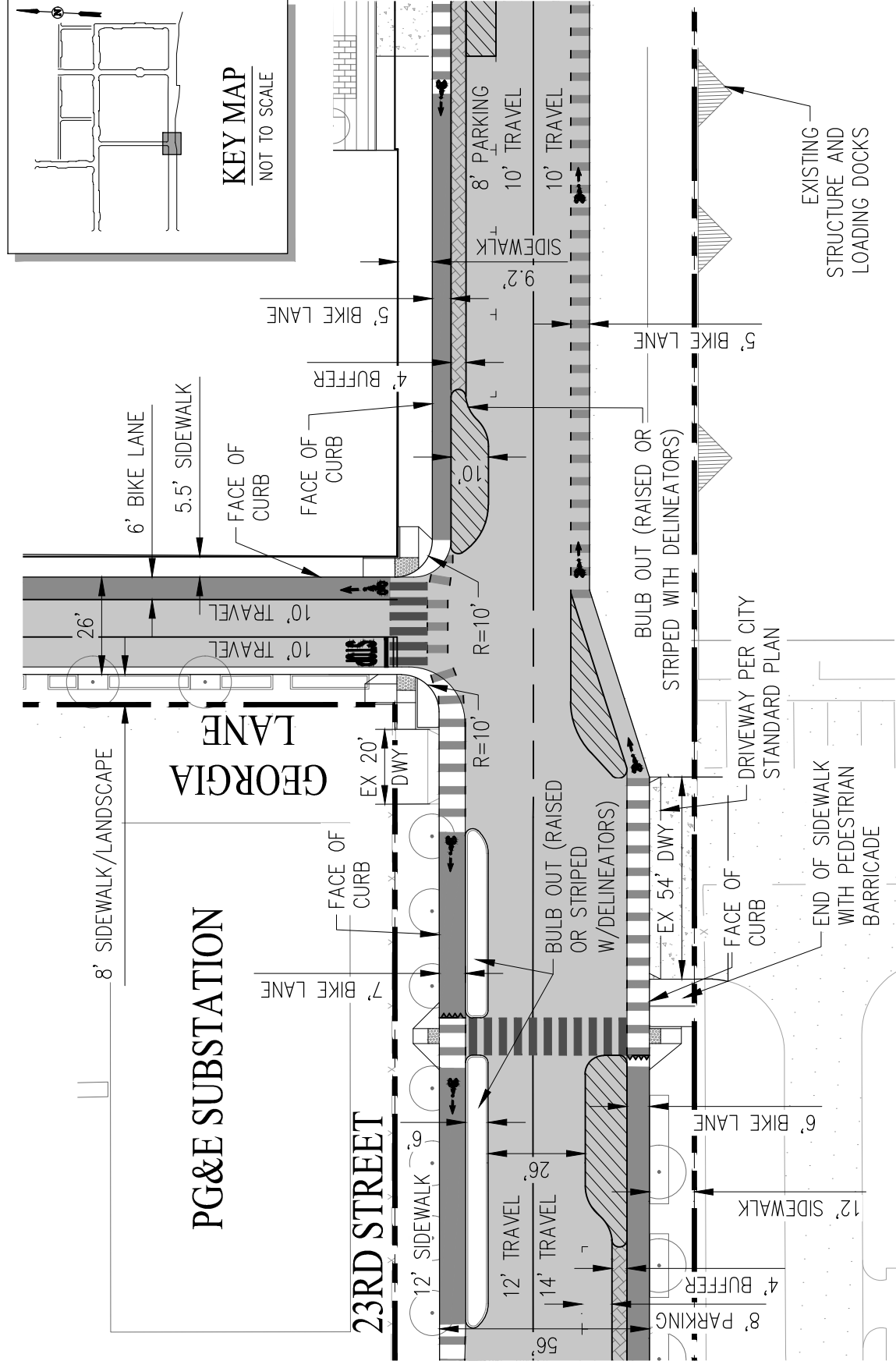


FIGURE B-5: GEORGIA LANE AND 23RD STREET

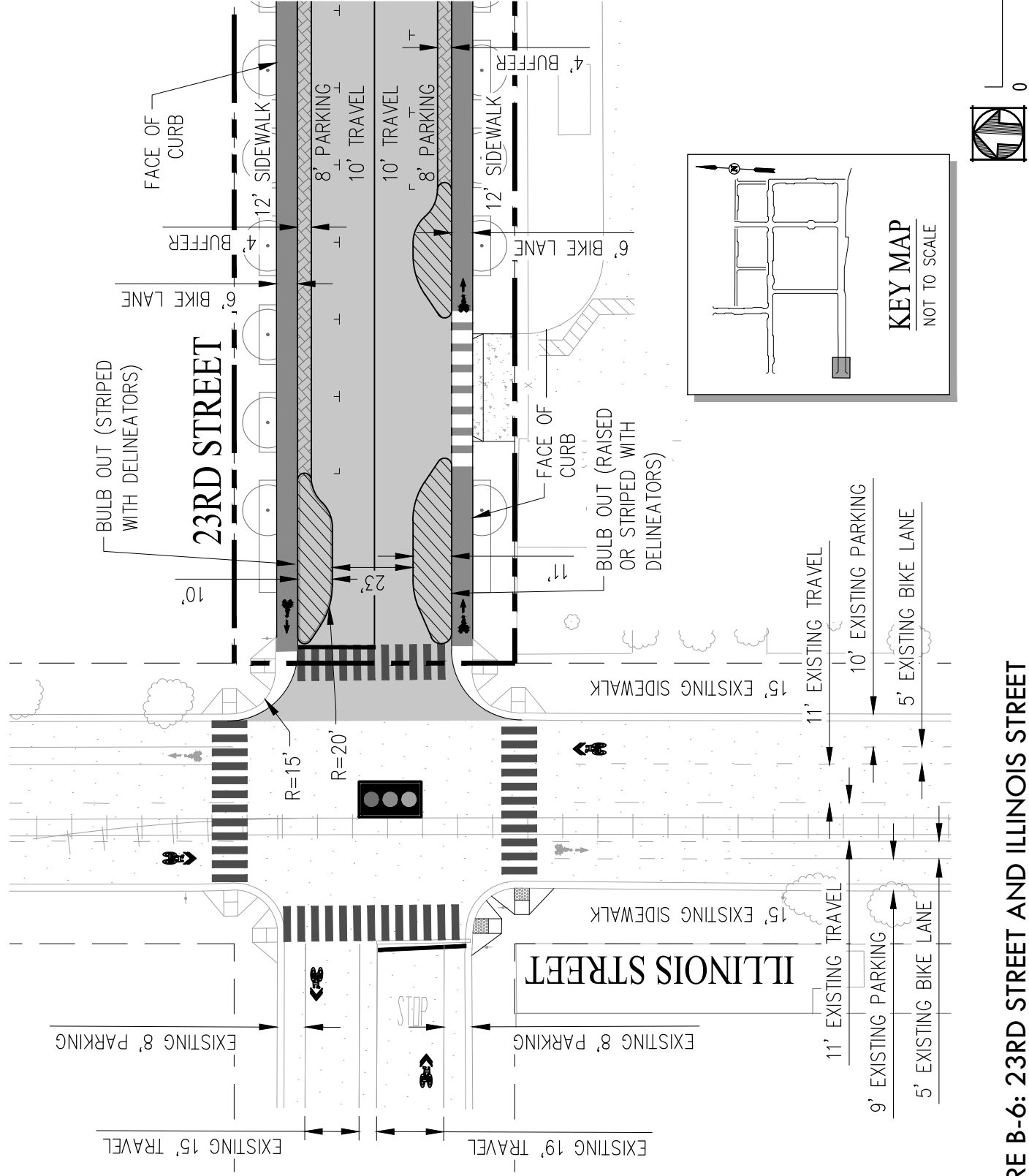


FIGURE B-6: 23RD STREET AND ILLINOIS STREET

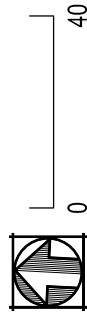


FIGURE B-7: MARYLAND STREET AND 23RD STREET

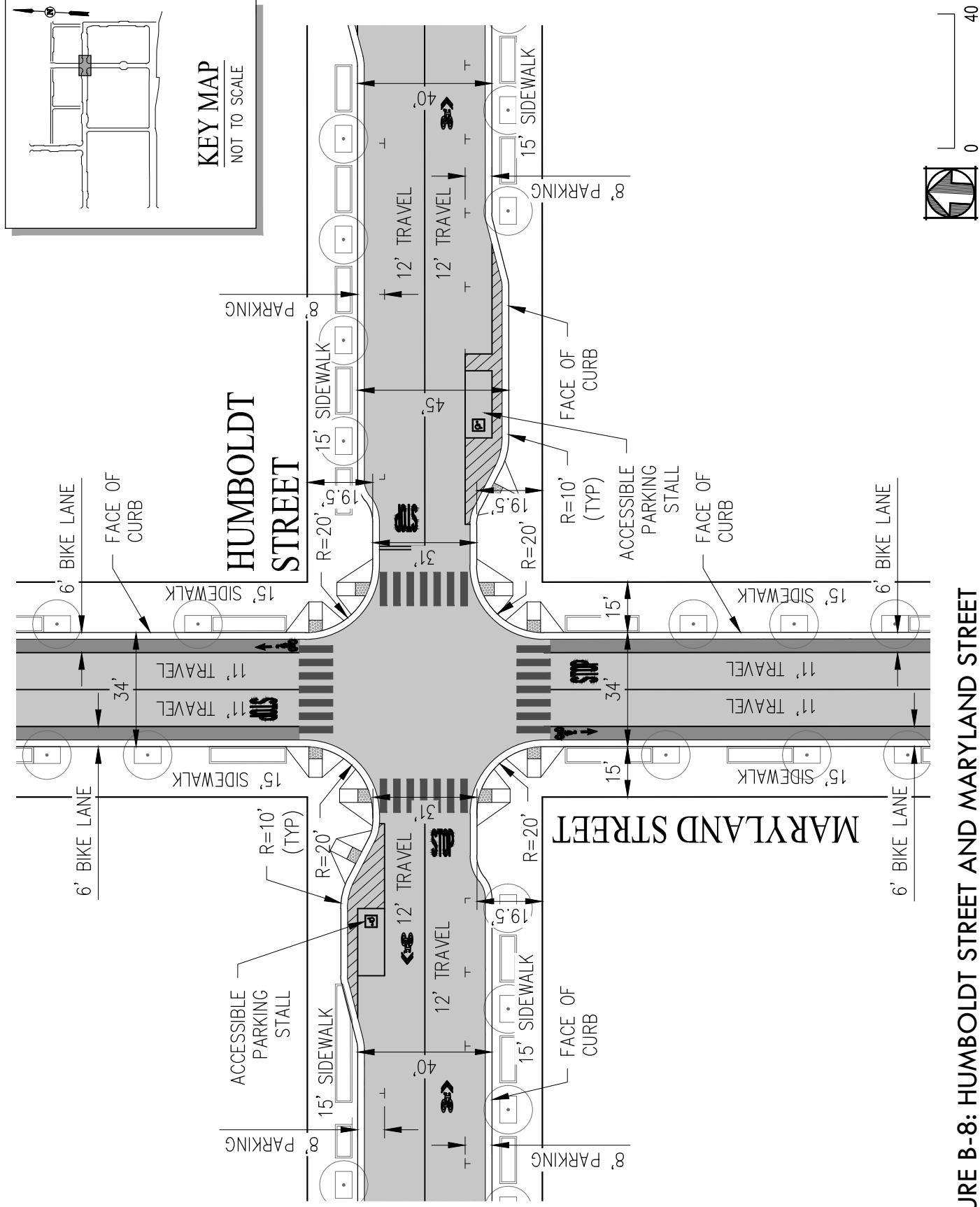
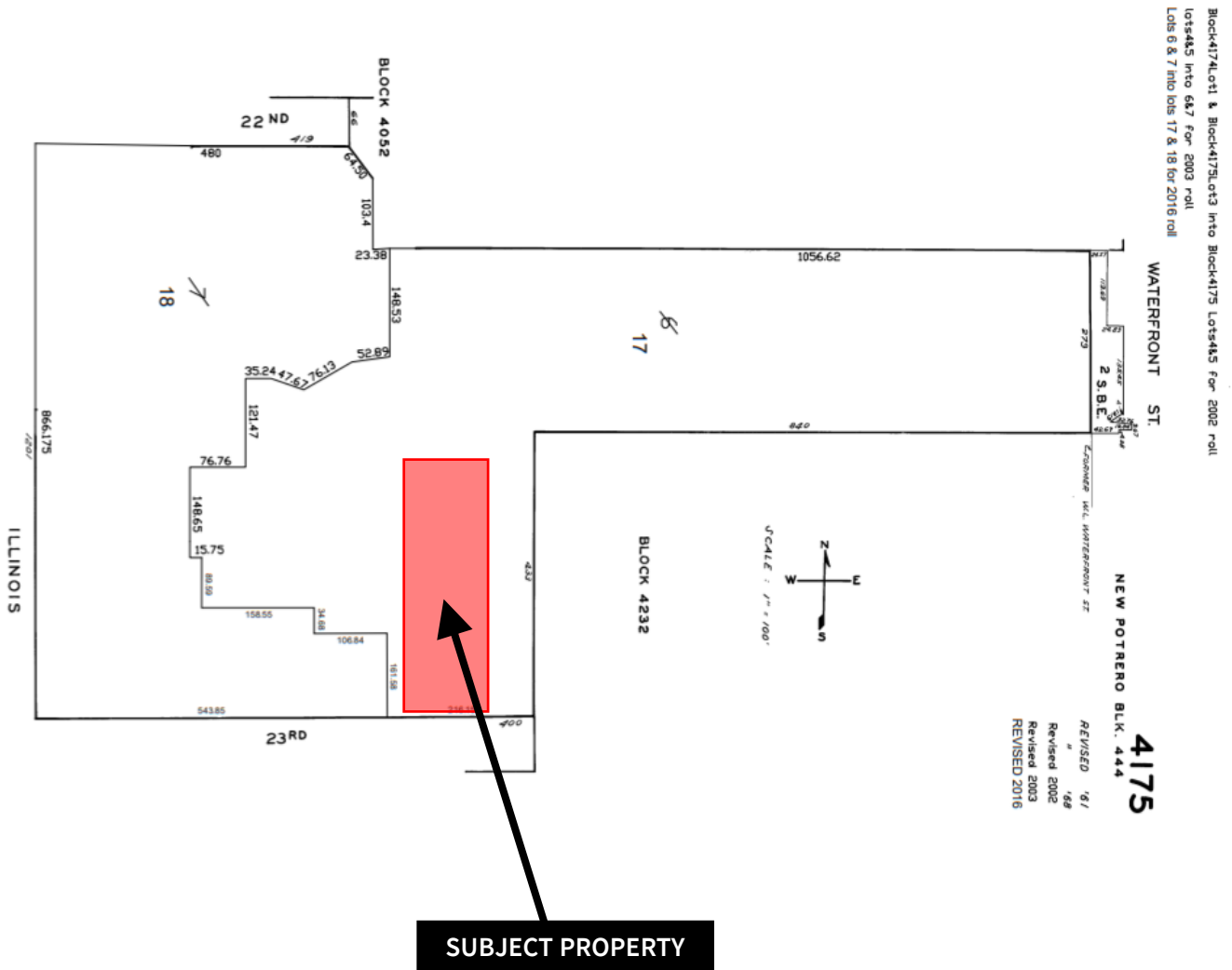


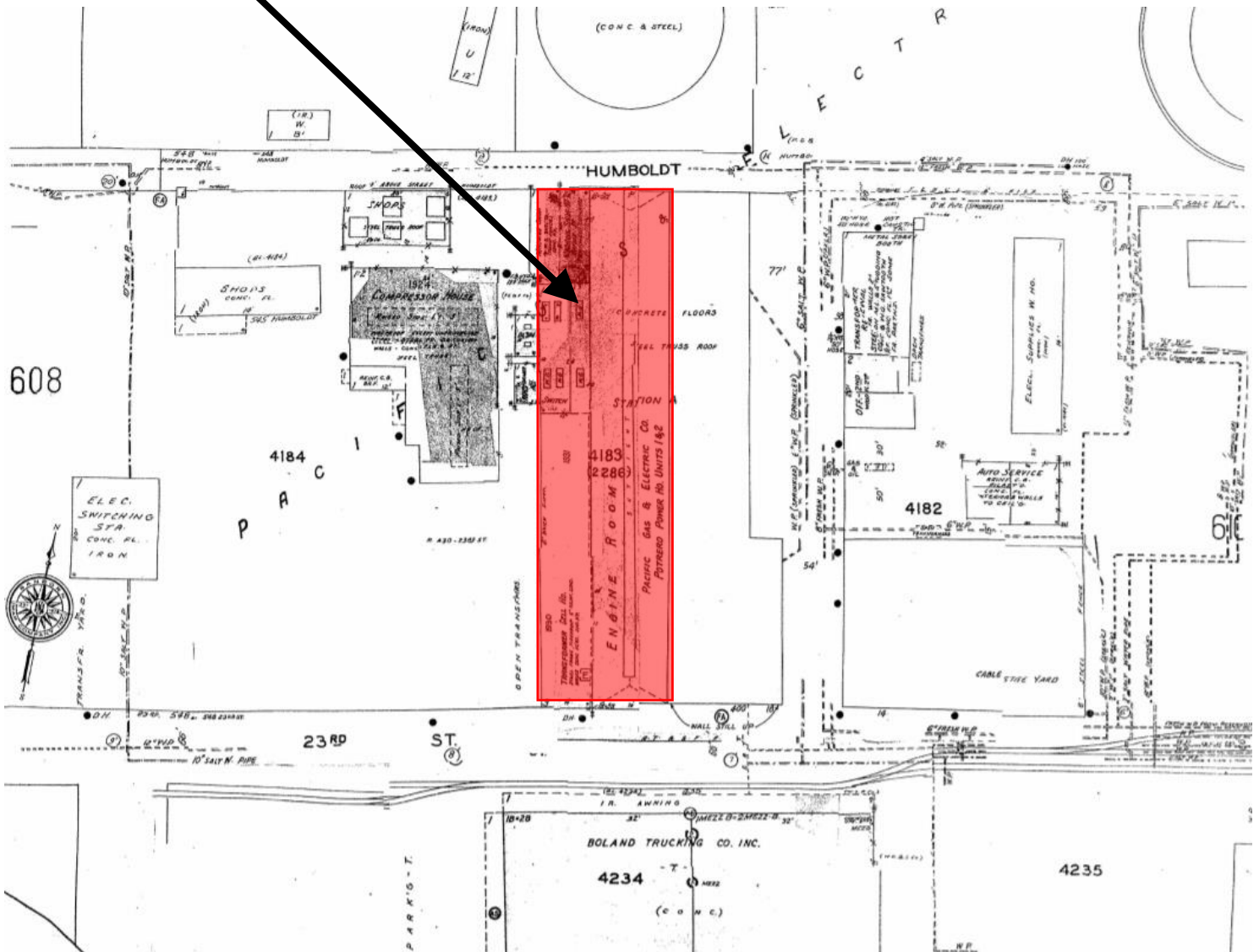
FIGURE B-8: HUMBOLDT STREET AND MARYLAND STREET

Parcel Map



Sanborn Map*

SUBJECT PROPERTY



*The Sanborn Maps in San Francisco have not been updated since 1998, and this map may not accurately reflect existing conditions.



Planning Commission Hearing
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 420 23rd Street

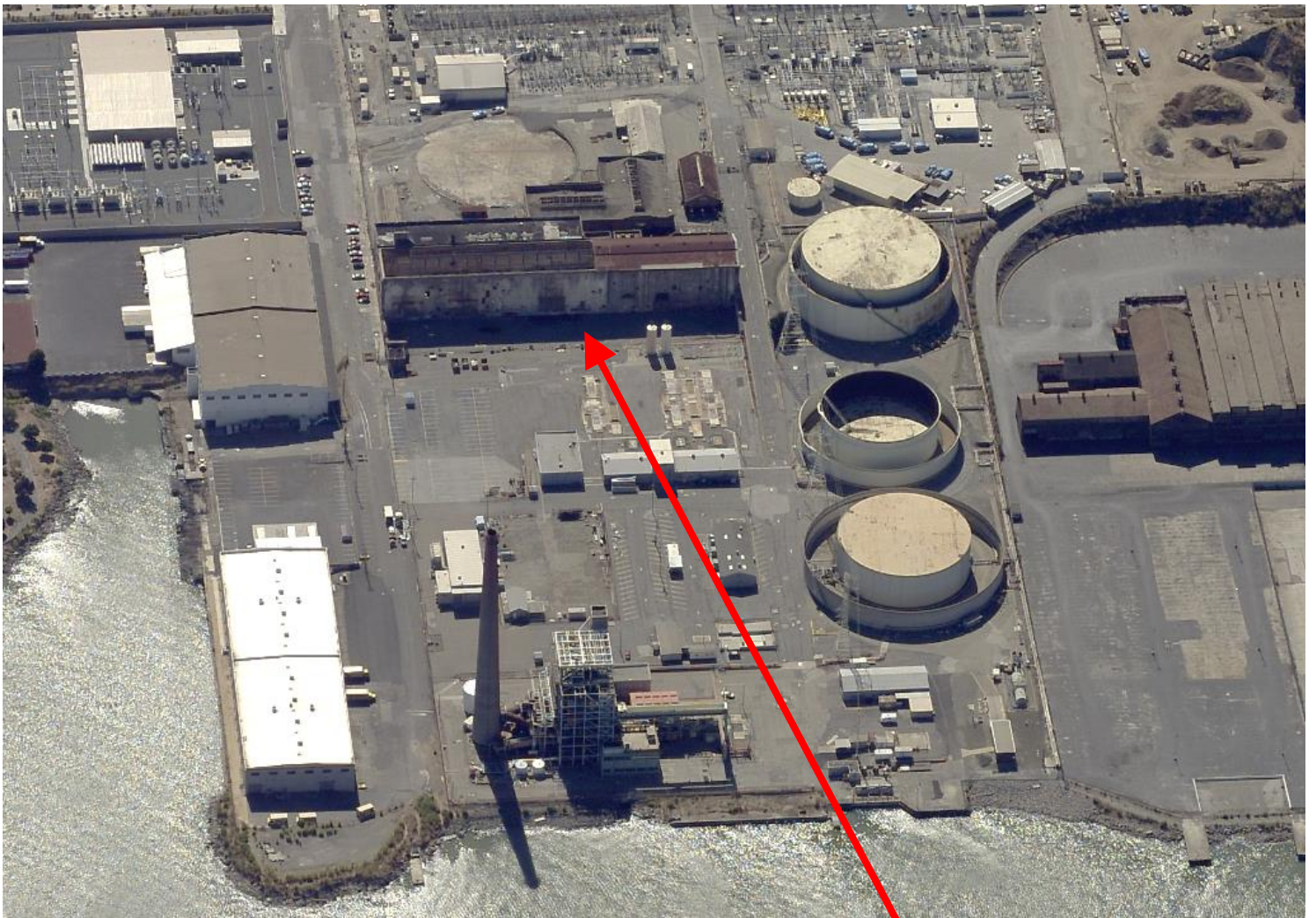
Aerial Photo – View 1



SUBJECT PROPERTY



Aerial Photo – View 2



SUBJECT PROPERTY



Aerial Photo – View 3

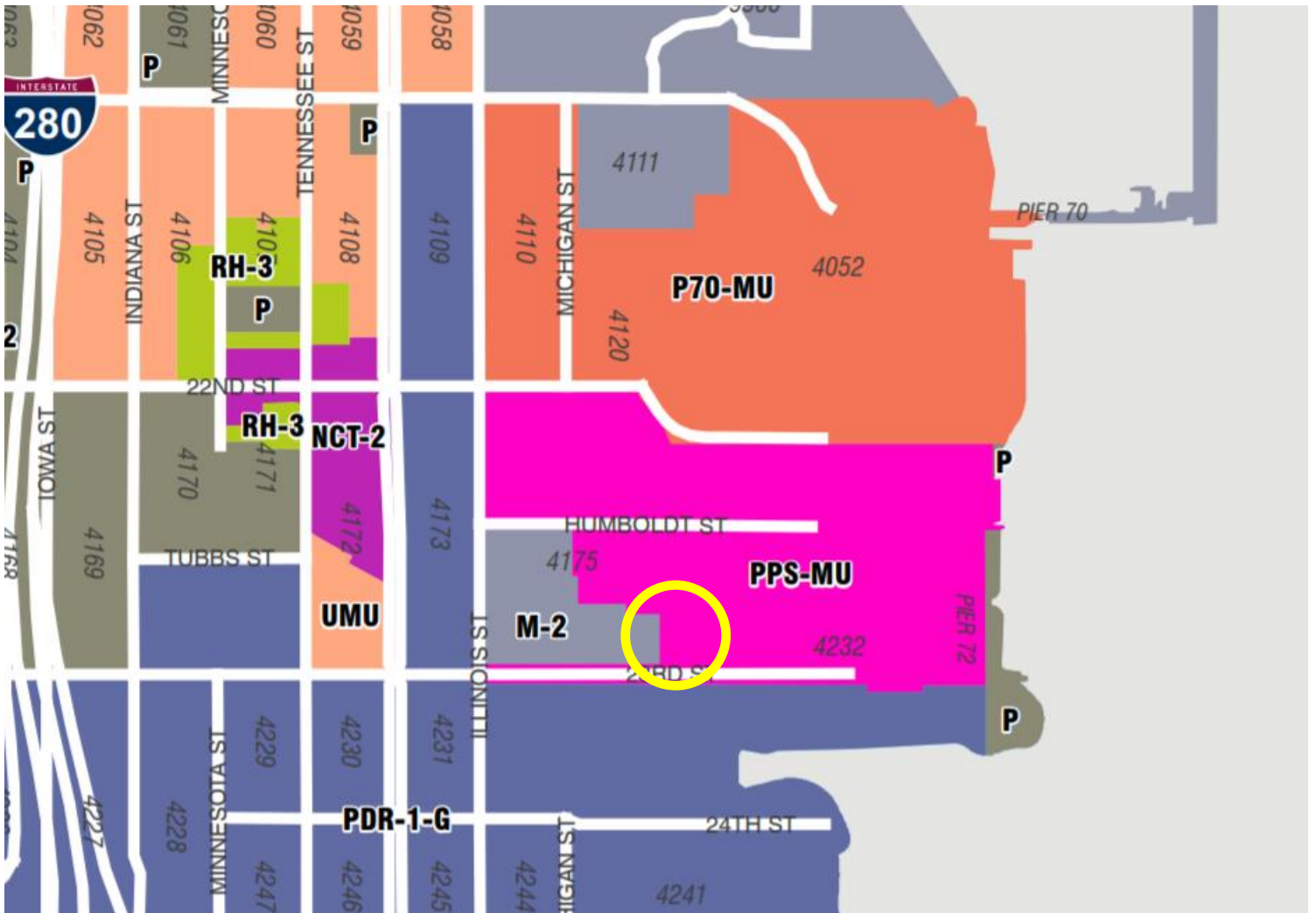


SUBJECT PROPERTY



Planning Commission Hearing
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Potrero Power Station – Block 15
420 23rd Street

Zoning Map



Planning Commission Hearing
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Potrero Power Station – Block 15
420 23rd Street

Site Photo



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Case Number 2017-011878PHA-02/OFA
Potrero Power Station – Block 15
420 23rd Street

Site Photo



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