Exhibit A
Project Site Diagram

Exhibit B

Legal Description

Real property in the City of San Francisco , County of San Francisco, State of California, described as follows:

PARCEL 1:

LOTS 3 AND 3-A, AS SAID LOTS ARE SHOWN ON THE MAP OF PARCEL MAP BOOK 11, PAGE 23, FILED JUNE 26, 1979, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

PARCEL 2:

LOT 14, AS SAID LOT IS SHOWN ON THE MAP OF PARCEL MAP BOOK 11, PAGE 23, FILED JUNE 26, 1979, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

EXCEPTING THEREFROM, THE TITLE AND EXCLUSIVE RIGHT TO ALL OF THE MINERALS AND MINERAL ORES OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UPON, WITHIN OR UNDERLYING SAID LAND OR THAT MAY BE PRODUCED THEREFROM, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL PETROLEUM, OIL, NATURAL GAS AND OTHER HYDROCARBON SUBSTANCES AND PRODUCTS DERIVED THEREFROM, TOGETHER WITH THE EXCLUSIVE AND PERPETUAL RIGHT OF SAID GRANTOR, ITS SUCCESSORS AND ASSIGNS, OF INGRESS AND EGRESS BENEATH THE SURFACE OF SAID LAND TO EXPLORE FOR, EXTRACT, MINE AND REMOVE THE SAME, AND TO MAKE SUCH USE OF THE SAID LAND BENEATH THE SURFACE AS IS NECESSARY OR USEFUL IN CONNECTION THEREWITH, WHICH USE MAY INCLUDE LATERAL OR SLANT DRILLING, BORING, DIGGING OR SINKING OF WELLS, SHAFTS OR TUNNELS, PROVIDED, HOWEVER, THE SAID GRANTOR, ITS SUCCESSORS AND ASSIGNS, SHALL NOT USE THE SURFACE OF SAID LAND IN THE EXERCISE OF ANY OF SAID RIGHTS, AND SHALL NOT DISTURB THE SURFACE OF SAID LAND OR ANY IMPROVEMENTS THEREON AS RESERVED IN THE DEED FROM SOUTHERN PACIFIC COMPANY, A CORPORATION OF THE STATE OF DELAWARE TO SCHLAGE LOCK CO., A CORPORATION, RECORDED MAY 19, 1961, IN BOOK A267 OF OFFICIAL RECORDS AT PAGE/IMAGE 734.

PARCEL 3:

PART OF LOTS 8 AND 9, VISITACION VALLEY HOMESTEAD ASSOCIATION, AS PER MAP THEREOF FILED SEPTEMBER 22, 1868, IN BOOK "C" AND "D" OF MAPS, PAGE 119, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY CURVED LINE OF BAY SHORE BOULEVARD AND THE NORTHEASTERLY LINE OF SAID LOT 9; RUNNING THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF BAY SHORE BOULEVARD 76.161 FEET TO A POINT WHICH IS PERPENDICULARLY DISTANT 200 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF SUNNYDALE AVENUE; THENCE SOUTHEASTERLY PARALLEL WITH SAID LINE OF SUNNYDALE AVENUE 270.088 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 8; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG THE LAST MENTIONED LINE 76 FEET LINE OF SAID LOT 8; THENCE AT A RIGHT ANGLE N NORTHEASTERLY ALONG THE LAST MENTIONED LINE 76 FEET TO THE NORTHEASTERLY LINE OF LOTS 8 AND 9, A DISTANCE OF 265.236 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

THOSE PORTIONS OF LOTS NOS. 8 AND 9 OF VISITACION VALLEY HOMESTEAD ASSOCIATION, ACCORDING TO MAP THEREOF FILED SEPTEMBER 22, 1868, IN MAP BOOK "C" AND "D", PAGE 119, IN THE OFFICE OF THE RECORDER OF THE CITY OF SAN FRANCISCO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF SUNNYDALE AVENUE AND THE SOUTHEASTERLY LINE OF SAN BRUNO AVENUE; RUNNING THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAN BRUNO AVENUE 200 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 272 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 200 FEET TO THE NORTHEASTERLY LINE OF SUNNYDALE AVENUE; THENCE AT A RIGHT ANGLE NORTHWESTERLY ALONG LAST MENTIONED LINE 272 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, HOWEVER, THAT PORTION HERETOFORE CONVEYED BY DEED FROM W. WIGHTMAN NORTON, A SINGLE MAN; AND MAX SCHWARTZ AND PAULA C. SCHWARTZ, HIS WIFE, TO CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION, DATED NOVEMBER 3, 1931, RECORDED DECEMBER 3, 1931, IN TRACT BOOK 189-74, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF SAN BRUNO AVENUE, DISTANT THEREON 114.249 FEET NORTHEASTERLY FROM NORTHEASTERLY LINE OF SUNNYDALE AVENUE; RUNNING THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE 85.751 FEET TO THE SOUTHWESTERLY LINE OF THE PROPERTY CONVEYED TO A. PENZINER, BY DEED RECORDED IN BOOK 2044 PAGE 223, OFFICIAL RECORDS; THENCE AT A RIGHT ANGLE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE OF THE PROPERTY SO CONVEYED 1.912 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, TANGENT TO A LINE DEFLECTED 92° 32? 12" TOP THE RIGHT FROM THE PRECEDING COURSE, RADIUS 1937.50 FEET, CENTRAL ANGLE 2° 32? 12", A DISTANCE OF 85.779 FEET TO ITS POINT OF TANGENCY WITH THE SOUTHEASTERLY LINE OF SAN BRUNO AVENUE AND THE POINT OF BEGINNING.

BEING A PORTION OF LOT 9, VISITACION VALLEY HOMESTEAD ASSOCIATION, AS PER MAP THEREOF RECORDED IN MAP BOOK "C" AND "D", PAGE 119, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

PARCEL 5:

LOT 10, AS SAID LOT IS SHOWN ON THE MAP OF PARCEL MAP BOOK 11, PAGE 23, FILED JUNE 26, 1979, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

EXCEPTING THEREFROM, THE TITLE AND EXCLUSIVE RIGHT TO ALL OF THE MINERALS AND MINERAL ORES OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UPON, WITHIN OR UNDERLYING SAID PARCEL OF LAND OR THAT MAY PRODUCED THEREFROM, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL PETROLEUM, OIL, NATURAL GAS AND OTHER HYDROCARBON SUBSTANCES AND PRODUCTS DERIVED THEREFROM, TOGETHER WITH THE EXCLUSIVE AND PERPETUAL RIGHT OF SAID GRANTOR, ITS SUCCESSORS AND ASSIGNS, OF INGRESS AND EGRESS BENEATH THE SURFACE OF SAID LAND TO EXPLORE FOR, EXTRACT, MINE AND REMOVE THE SAME, AND TO MAKE SUCH USE OF THE SAID LAND BENEATH THE SURFACE AS IS NECESSARY OR USEFUL IN CONNECTION THEREWITH, WHICH USE MAY INCLUDE LATERAL OR SLAT DRILLING, BORING, DIGGING OR SINKING OF WELLS, SHAFTS OR TUNNELS, PROVIDED, HOWEVER, THAT SAID GRANTOR, ITS SUCCESSORS AND ASSIGNS, SHALL NOT USE THE SURFACE OF SAID LAND IN THE EXERCISE OF ANY OF SAID RIGHTS, AND SHALL NOT DISTURB THE SURFACE OF SAID LAND OR ANY IMPROVEMENTS THEREON AS RESERVED IN THE DEED FROM SOUTHERN PACIFIC COMPANY TO

SCHLAGE LOCK CO. RECORDED DECEMBER 27, 1963, SERIES NO. M-56686.BOOK/REEL A-695 AND IMAGE/PAGE 841.

PARCEL 6:

LOT 7, AS SAID LOT IS SHOWN ON THE MAP OF PARCEL MAP BOOK 16, PAGE 40, FILED JULY 16, 1980, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

EXCEPTING THEREFROM, THAT PORTION THEREOF LYING BELOW A DEPTH OF 500 FEET, MEASURED VERTICALLY, FROM THE CONTOUR OF THE SURFACE OF SAID PROPERTY; HOWEVER, GRANT OR ITS SUCCESSORS AND ASSIGNS SHALL NOT HAVE THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF SAID PROPERTY OR ANY PART THEREOF LYING BETWEEN SAID SURFACE AND 500 FEET BELOW SAID SURFACE, AS RESERVED IN THE DEED FROM SOUTHERLY PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION, TO PACIFIC LITHOGRAPH COMPANY, A CORPORATION, RECORDED SEPTEMBER 4, 1980, BOOK D-55, PAGE 527.

PARCEL 7:

LOT 6, AS SAID LOT IS SHOWN ON THE MAP OF PARCEL MAP BOOK 16, PAGE 40, FILED JULY 16, 1980, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

PARCEL 8:

LOT 8, AS SAID LOT IS SHOWN ON THE MAP OF PARCEL MAP BOOK 16, PAGE 40, FILED JULY 16, 1980, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THAT CERTAIN COURSE HAVING A LENGTH OF 596.75 FEET AS SHOWN IN THE EASTERLY LINE OF SAID LOT 8, DISTANT THEREON SOUTH 1° 16′ 55" WEST 190.00 FEET FROM THE NORTHERLY TERMINUS OF SAID COURSE; THENCE CONTINUING ALONG SAID COURSE SOUTH 1° 16′ 55" WEST 408.52 FEET TO THE SOUTHERLY TERMINUS OF SAID COURSE; THENCE LEAVING SAID COURSE, NORTH 28° 08′ 04" WEST 70.13 FEET TO A POINT IN A LINE THAT IS CONCENTRIC WITH AND DISTANT 18 FEET EASTERLY, MEASURED RADIALLY FROM THE EXISTING CENTER LINE OF SOUTHERLY PACIFIC TRANSPORTATION COMPANY'S SPUR TRACK AND THE EXISTING CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN FRANCISCO-SAN LUIS OBISPO): THENCE ALONG SAID CONCENTRIC LINE AS FOLLOWS: NORTHERLY ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 18° 29′ 24" (TANGENT TO SAID CURVE AT LAST MENTIONED POINT BEARS NORTH 13° 35′ 41" WEST), AN ARC DISTANCE OF 193.63 FEET TO A POINT OF COMPOUND CURVE, AND NORTHERLY ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 5,691.69 FEET, A CENTRAL ANGLE OF 1° 34′ 15", AN ARC DISTANCE OF 156.05 FEET; THENCE LEAVING SAID CONCENTRIC LINE, SOUTH 88° 43′ 05" EAST 41.39 FEET TO THE POINT OF BEGINNING.

PARCEL 9:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SUNNYDALE AVENUE, DISTANT THEREON 105 FEET AND 8 INCHES EASTERLY FROM THE EASTERLY LINE OF MILLKEN STREET; RUNNING THENCE EASTERLY ALONG THE SAID SOUTHERLY LINE OF SUNNYDALE AVENUE 138 FEET AND 8 INCHES; THENCE AT A RIGHT ANGLE SOUTHERLY 224 FEET AND 5 INCHES; THENCE AT A RIGHT ANGLE

WESTERLY 138 FEET AND 8 INCHES; AND THENCE AT A RIGHT ANGLE NORTHERLY 224 FEET AND 5 INCHES TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN SAN MATEO COUNTY.

PARCEL 10:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SUNNYDALE AVENUE (FORMERLY TOBIN STREET), DISTANT THEREON 244 FEET 4 INCHES EASTERLY FROM THE EASTERLY LINE OF MILLIKEN STREET, RUNNING THENCE SOUTH 71-½° EAST ALONG THE SOUTHERLY LINE OF SUNNYDALE AVENUE 277 FEET 4 INCHES; THENCE SOUTH 18-½° WEST 224 FEET 5 INCHES; THENCE NORTH 71-½° WEST 277 FEET 4 INCHES; THENCE NORTH 18-½° EAST 224 FEET 5 INCHES TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN SAN MATEO COUNTY.

APN: Lot 003; Block 5087 (Affects: Lot 3 of Parcel 1)
Lot 003A; Block 5087 (Affects: Lot 3A of Parcel 1)
Lot 014; Block 5099 (Affects: Parcel 2)
Lot 002; Block 5100 (Affects: Parcel 3)
Lot 003; Block 5100 (Affects: Parcel 4)
Lot 010; Block 5100 (Affects: Parcel 5)
Lot 006; Block 5101 (Affects: Parcel 6)
Lot 007; Block 5101 (Affects: Parcel 7)
Lot 009; Block 5102 (Affects: Parcel 8)
Lot 001; Block 5107 (Affects: Parcels 9 and 10)

Exhibit C
List of Community Improvements

Each of the Community Improvements listed below is described in more detail in this Development Agreement and in the Visitacion Valley/Schlage Lock Design for Development, the Visitacion Valley/Schlage Lock Open Space and Street Masterplan, and the Infrastructure Plan attached to this Development Agreement as Exhibit L.

Public Improvements. The following constitute the Community Improvements that are classified as Public Improvements:

- Streets
- Sidewalks adjacent to streets and related furniture, fixtures, and equipment
- Street trees on any streets or sidewalks classified as Public Improvements
- Pedestrian safety improvements on any streets or sidewalks classified as Public Improvements
- Bicycle Improvements (lanes, way-finding, bicycle parking) on any streets or sidewalks classified as Public Improvements
- Utility infrastructure, as described in Exhibit L, Infrastructure Plan, and including all sewer and stormwater conveyance systems and any electrical systems not dedicated to a third-party power provider
- Any open spaces acquired by the City

Privately-Owned Community Improvements – Full Public Access: The following constitute the Community Improvements that are classified as Privately-Owned Community Improvements and will be fully accessible to the general public:

- Leland Park (Parcel D) (when acquired by the City, this open space would become a Public Improvement)
- Visitacion Park (Parcel A) (when acquired by the City, this open space would become a Public Improvement)
- Blanken Park (any portion located on the Project site)
- Pedestrian plazas, pathways, and rights of way between Parcels 1 and 2, between Parcels 7 and 8, between Parcels 11 and 12, and between Visitacion Park (Parcel A) and Parcel 9
- Bicycle improvements within any parks, plazas, pedestrian pathways, or other pedestrian rights of way classified as Privately-Owned Community Improvements

Privately-Owned Community Improvements – Partial Public Access: The following constitute the Community Improvements that are classified as Privately-Owned Community Improvements and will be partially accessible to the general public, as described below:

- Open space/plaza surrounding Historic Office Building – will be fully publicly accessible with the exception of outdoor space reserved for a tenant of the Historic Office Building (e.g. outdoor play area for a child care facility)

- Historic Office Building – level of public accessibility of any portion of the building's interior will be determined by the occupant; the portion of the building dedicated to a community use, which must be no less than 25% of the building, will be accessible to members of the public participating in events or receiving services in that community use portion of the building

- Pedestrian pathway between Parcels 3 and 4 – will be public accessible during daylight hours only; for security purposes, after dark the building owner may elect to make this pathway, as well as all bicycle and bicycle parking within it, accessible to building residents only

Transportation Demand Management (TDM) Program – The Project's Privately-Owned Community Improvements also include the TDM commitments made in Exhibit J, Visitacion Valley Schage Lock Transportation Demand Management Plan. As further described in Exhibit J, some parts of this TDM program may be utilized by the general public, while others will specifically target Schlage Lock's residents, workers, and/or visitors.

Exhibit D

REGULATIONS REGARDING ACCESS AND MAINTENANCE OF PRIVATELY-OWNED COMMUNITY IMPROVEMENTS

These Regulations Regarding Access and Maintenance of Privately-Owned Community Improvements ("**Regulations**") shall govern the use, maintenance and operation of those certain Privately-Owned Community Improvements that are designated as Full Public Access (each, a "**Full Public Access Improvement**" and collectively, the "**Full Public Access Improvements**"). The Full Public Access Improvements are the Parks (as defined in Section 5 of this Exhibit), and those sidewalks, bike paths, and pedestrian paths within the Project Site (as defined in the *Schlage Lock Design Standards and Guidelines*) not dedicated to the City.

1. Public Use. Developer or successor Master HOA shall offer the Full Public Access Improvements for the use, enjoyment and benefit of the public for open space and recreation purposes only including, without limitation, leisure, social activities, picnics and barbecues, playgrounds, sports, and authorized special events; *provided*, *however*, that Developer may use the Full Public Access Improvements for temporary construction staging related to adjacent development (during which time the subject Full Public Access Improvement shall not be used by the public) to the extent that such construction is in accordance with the Development Agreement, the Basic Approvals, and any Implementing Approvals.

2. No Discrimination. Developer shall not discriminate against, or segregate, any person, or group of persons, on account of race, color, religion, creed, national origin, gender, ancestry, sex, sexual orientation, age, disability, medical condition, marital status, or acquired immune deficiency syndrome, acquired or perceived, in the use, occupancy, tenure or enjoyment of the Full Public Access Improvements.

3. Maintenance Standard. The Full Public Access Improvements shall be operated, managed and maintained in a clean and safe condition in accordance with the anticipated and foreseeable use thereof.

4. Temporary Closure. Developer shall have the right, without obtaining the prior consent of the City or any other person or entity, to temporarily close any or all of the Full Public Access Improvements to the public from time to time for one of the following two reasons. In each instance, such temporary closure shall continue for as long as Developer reasonably deems necessary to address the circumstances described below:

   a. Emergency. In the event of an emergency or danger to the public health or safety created from whatever cause (including flood, storm, fire, earthquake, explosion, accident, criminal activity, riot, civil disturbances, civil unrest or unlawful assembly), Developer may temporarily close the Full Public Access Improvements (or affected portions thereof) in any manner deemed necessary or desirable to promote public safety, security and the protection of persons and property; or

b. Maintenance and Repairs. Developer may temporarily close the Full Pubic Access Improvements (or affected portions thereof) in order to make any repairs or perform any maintenance as Developer, in its reasonable discretion, deems necessary or desirable to repair, maintain or operate the Full Public Access Repairs.

5. Operation of the Parks. Operation of the Parks (defined below) shall be subject to the additional requirements of this Paragraph. For the purposes of these Regulations, the "**Parks**" shall mean each of the following Full Public Access Improvements: [insert list here] Each of the Parks is described in more detail in the *Schlage Lock Design Standards + Guidelines*.

a. Hours of Operation. The Parks shall be open and accessible to the public for a minimum of seven (7) days per week during daylight hours, unless reduced hours are approved in writing by the City, otherwise expressly provided for in this Agreement (including, without limitation, Paragraphs 4 and 5(b) of these Regulations), or reasonably imposed by Developer, with the City's reasonable consent, to address security concerns. No person shall enter, remain, stay or loiter in the Parks when the Parks are closed to the public, except persons authorized in conjunction with a Special Event or other temporary closure, or authorized service and maintenance personnel.

b. Special Events. Developer shall have the right to close temporarily to the public all or portions a Park for a period of up to seventy-two (72) consecutive hours in connection with the use of the subject Park for a private special event such as a wedding, meeting, reception, seminar, lecture, concert, art display, exhibit, convention, parade, gathering or assembly (each, a "**Special Event**" and collectively, "**Special Events**"). Prior to closing any Park for a Special Event, a notice of the closure shall be posted at all major entrances to the subject Park for a period of seventy-two (72) hours prior to the Special Event. Developer may require payment of a permit fee or other charge for use of the Parks for Special Events. Developer shall not schedule more than an average of two (2) Full Closure Special Events per Park per month throughout the year, if such Special Event requires closure of more than forty (40) percent the entire Park. Developer shall not schedule more than an average of five (5) Partial Closure Special Events per Park per month throughout the year, if such Partial Closure Special Event requires the closure of up to forty (40) percent of the area of the Park or less. In no event can any one Park be closed for Special Events for more than five (5) consecutive days or more than ten (10) days total in any given month.

c. Public Events. The public shall have the right to request the use of the Parks for privately- or publicly-sponsored special events, including meetings, receptions, seminars, lectures, concerts, art displays, exhibits, demonstrations, marches, conventions, parades, gatherings and

assemblies, that do not require the closure of the Parks to the public (collectively, "**Public Events**"). All Public Events must be approved in advance by Developer. Developer may require payment in the form of a permit fee or other charge for use of the Parks for Public Events, so long as the permit fee and/or use charge do not exceed the reasonable costs for administration, maintenance, security, liability and repairs associated with such event. Developer shall post via on the web a clear explanation of the application process and criteria for review and approval of such Public Events and send copies of such criteria and application forms to the Planning Director and the Director of the San Francisco Department of Recreation and Parks for the purpose of each Department publishing such criteria and application forms if they so choose.

d. Signs. Developer shall post signs at the major public entrances to the Parks, setting forth the applicable regulations imposed by these Regulations, hours of operation, and a telephone number to call regarding security, management or other inquiries.

6. Permissive Use. Developer may post at each entrance to the Full Public Access Improvements, or at intervals of not more than 200 feet along the boundary, signs reading substantially as follows: "Right to pass by permission, and subject to control, of owner: Section 1008, Civil Code." Notwithstanding the posting of any such sign, no use by the public nor any person of any portion of the Full Public Access Improvements for any purpose or period of time shall be construed, interpreted or deemed to create any rights or interests to or in the Full Public Access Improvements other than the rights and interests expressly granted in this Agreement. The right of the public or any Person to make any use whatsoever of the Full Public Access Improvements or any portion thereof is not meant to be an implied dedication for the benefit of, or to create any rights or interests in, any third parties. Developer expressly reserves the right to control the manner, extent and duration of any such use.

7. Arrest or Removal of Persons. Developer shall have the right (but not the obligation) to use lawful means to effect the arrest or removal of any person or persons who creates a public nuisance, who otherwise violates the applicable rules and regulations, or who commits any crime including, without limitation, infractions or misdemeanors in or around the Full Public Access Improvements.

8. Project Security During Periods of Non-Access. Developer shall have the right to block entrances to, to install and operate security devices, and to maintain security personnel in and around the Full Public Access Improvements to prevent the entry of persons or vehicles during the time periods when public access to the Full Public Access Improvements or any portion thereof is restricted or not permitted pursuant to this Agreement. Developer's proposal to install permanent architectural features that serve as security devices such as gates and fences shall be subject to Design Review Approval as detailed in the Development Agreement.

9. Removal of Obstructions. Developer shall have the right to remove and dispose of, in any lawful manner it deems appropriate, any object or thing left or deposited on the Full Public Access Improvements deemed to be an obstruction, interference or restriction of use of

the Full Public Access Improvements for the purposes set forth in this Agreement, including, but not limited to, personal belongings or equipment abandoned in the Full Public Access Improvements during hours when public access is not allowed pursuant to this Agreement.

10. Temporary Structures. No trailer, tent, shack, or other outbuilding, or structure of a temporary character, shall be used on any portion of the Full Public Access Improvements at any time, either temporarily or permanently; *provided*, *however*, that Developer may approve the use of temporary tents, booths and other structures in connection with Public Events or Special Events.

Exhibit E

Impact Fees and Exactions

Standard Fees

Fee	Authority
School Impact Fee	Cal. Educ. Code §17620(b) Cal. Gov. Code §65995(b)
Jobs-Housing Linkage Fee	S.F. Admin Code §§ 34.8, 38.3-1
Visitacion Valley Community Facilities and Infrastructure Fee	S.F. Plan. Code §420; Section 4.7 of this Development Agreement
Transportation Impact Development Fee	S.F. Plan. Code §411
Child Care Fee	S.F. Plan. Code §314.4(b)(4)
Wastewater Capacity Charge	Cal. Health & Safety Code §5471; SFPUC Resolution No. 07-0100 (Adopted June 12, 2007)
Water Capacity Charge	SFPUC Resolution No. 07-0099 (Adopted June 12, 2007

Project-Specific Fee

As described in Section 4.3 of this Development Agreement, the Schlage Lock development project (the "Project") will be subject to a transportation impact fee. As indicated in the *Standard Fees* section above, the Transportation Impact Development Fee ("TIDF") shall apply to all land uses covered in the TIDF fee schedule. In addition, the Project's residential development shall also be subject to a transportation impact fee of $5.53 per gross square foot[1]. Together, the TIDF fee and the additional residential fee shall constitute the Project's transportation obligation (the "Transportation Obligation". The proceeds from the Transportation Obligation will fund projects to improve transit service benefitting the local area surrounding the Project.

This fee schedule represents baseline fee amounts. Fees collected may be lower than those listed on this schedule, in consideration for in-kind transportation benefits provided by the Project, as described in Section 4.3 of this Development Agreement.

For each of the Project's buildings, the Transportation Obligation fee shall be paid prior to issuance of the first construction document. The fees will be collected by the Planning Department and deposited into the SFMTA's TIDF fund to be invested into specific public improvements.

The TIDF portion of the Transportation Obligation shall be subject to standard Citywide TIDF fee escalation. The Transportation Obligation for residential development shall not escalate.

[1] The fee rate is supported by the nexus study prepared for the City and County of San Francisco by Cambridge Systematics, Inc. in February, 2011, entitled "The San Francisco Transit Impact Development Fee Update." The fee rate is consistent with the Transportation Sustainability Fee program currently proposed as a replacement for the Transportation Impact Development Fee ("TIDF").

Exhibit F
Phasing Plan

A. Parcel Development

Each of the Project's eleven (11) development parcels may be developed either by Developer or its transferee, subject to the design controls in the Design for Development ("D4D"). The required order of parcel development is as follows:

1. Phase 1 will consist of Parcels 1 and 2, as well as up to two additional parcels of the Developer's choice (with Parcels 3 and 4 together and Parcels 5 and 6 together each counting as a single parcel for purposes of defining Phase 1). For Phase 1, Developer shall:
    (a) Submit the Phase Application within 18 months after the execution of the DA;
    (b) Submit to SFDPW the 95% construction drawings for all Public Benefits and Community Benefits requiring DPW permit review within 12 months of receiving Phase Application approval; and
    (c) Procure all required permits within 30 days of receiving all approvals required to obtain those permits.

2. All remaining parcels ("Subsequent Parcels") may be grouped into development phases ("Subsequent Phases") at Developer's election. No Subsequent Phase will be granted Phase Approval nor will any Subsequent Parcel be granted any building permits before (a) all of Phase 1's residential units have been granted Temporary Certificate of Occupancy and (b) the grocery store on Parcel 1 has either (i) begun operation or (ii) completed all core and shell construction and pulled all building permits for tenant improvements. If all residential units in Phase 1 have received TCO, Developer may seek to amend this grocery store obligation, subject to Planning Commission approval as defined in Section 3 of this Agreement.-There are no outside dates before which the Subsequent Phases must commence or be completed, so long as all development is completed within the term of this Development Agreement.

B. Community Improvements, Public Improvements, and CEQA Mitigation Measures

Each improvement and mitigation measure listed in this Phasing Plan must be implemented in accordance with the guidelines set forth below. Detailed descriptions of each improvement or mitigation measures are available in the following documents as indicated: (i) Schlage Lock Design for Development ("D4D"); (ii) Schlage Lock Open Space and Streetscape Masterplan ("OSSMP"); (iii) Schlage Lock Environmental Impact Report ("EIR"); (iv) Schlage Lock Conceptual Infrastructure Plan ("CIP").

1. Transportation and Infrastructure

    a. New rights of way, including all of the water, combined sewer, and power infrastructure beneath them, must be constructed in tandem with, or in advance of, the

parcel(s) that those road/utility segments serve, regardless of how those parcels may be grouped into phases. For each of the road segments listed below, Developer must construct all applicable improvements described in the OSSMP, EIR, and CIP, in compliance with all applicable City laws, codes, and regulations in effect as of the date any application is submitted, including water and combined sewer system; power conveyance; road grading and surfacing; sidewalk construction, including the installation of furnishing and landscaping; stormwater management improvements; traffic and pedestrian signs and signals; traffic calming improvements; and the intersections connecting any two constructed segments. These improvements must be determined Complete (as such term is defined in the Development Agreement) and functionally connected to adjacent infrastructure systems before any buildings on the corresponding development parcels may receive any Temporary Certificates of Occupancy. The Developer is responsible for providing temporary infrastructure that is necessary to provide functional service to any phase of development prior to full build out. The City is not obligated to accept as complete or operate temporary infrastructure. The right of way segments and infrastructure improvements required for each parcel or set of parcels are listed in Table 1.

Table 1

Parcel(s)	**Infrastructure and Right of Way Improvements to be Completed Before Corresponding Parcels May Receive First Certificates of Occupancy (See Attachment 1)**
1 + 2	• Extension of Leland Ave ("Leland") • Extension of Visitacion Ave ("V-1" and "V-2) • Adjacent segment of Street A ("A-3") • "Pedestrian Pathway" between Parcel 1 and Parcel 2 • Pedestrian Network between Bayshore Boulevard and the Bayshore Caltrain station, as such term is defined in Section 7.5.1 as a pedestrian network, which will provide pedestrian connectivity between Bayshore Boulevard and the Bayshore Caltrain Station through a combination of permanent sidewalks and temporary pathways. • Adjacent Bayshore Boulevard sidewalk ("BB-2")
3 + 4	• Extension of Leland Ave ("Leland") • Extension of Raymond Ave ("Raymond") • Adjacent segment of Street A ("A-4") • "Pedestrian Pathway" between Parcel 3 and Parcel 4 • Adjacent Bayshore Boulevard sidewalk ("BB-3")

5 + 6	• Extension of Raymond Ave ("Raymond") • "Old Office Building Plaza" • Adjacent segment of Street A ("Parcel E") • Adjacent Bayshore Boulevard sidewalk ("BB-4")
7	• Adjacent segment of Visitacion Ave ("V-1") • Adjacent segment of Lane B ("B-2") • "Pedestrian Pathway" bounded by Parcel 7, Parcel 8, Lane B, and Bayshore Blvd • Adjacent Bayshore Boulevard sidewalk (portion of "BB-1" north of Pedestrian Pathway)
8	• Adjacent segment of Sunnydale Ave ("S-1") • Adjacent segment of Lane B ("B-2") • "Pedestrian Pathway" bounded by Parcel 7, Parcel 8, Lane B, and Bayshore Blvd • Adjacent Bayshore Boulevard sidewalk (portion of "BB-1" south of Pedestrian Pathway)
9	• Complete Sunnydale Ave extension ("S-1 and S-2") • Adjacent segment of Lane B ("B-1") • Adjacent segment of Lane A ("A-1") • "Pedestrian Pathway" bounded by Parcel 9, Visitacion Park, Lane A, and Lane B
10 + 11	• Adjacent segments of Lane A ("A-2" and "A-3") • Right of way segment at parcels' southern border ("Parcel F") • Either Leland Ave extension ("Leland"), Visitacion Ave extension ("V-1" and "V-2"), or Sunnydale Ave extension ("Sunnydale")
12	• Extension of Sunnydale Ave ("S-1" and "S-2") • Adjacent segment of Street A ("A-1") • Right of way segment at parcel's northern border ("Parcel F")

A (Visitacion Park)	• Extension of Visitacion Ave ("V-1" and "V-2") • Adjacent segment of Lane A ("A-2") • Adjacent segment of Lane B ("B-2") • "Pedestrian Pathway" at Visitacion Park's southern edge
D (Leland Park)	• Extension of Leland Ave ("Leland") • Adjacent segment of Lane A (portion of "A-4" south of Leland Park's northern boundary) • Adjacent segment of Bayshore Blvd sidewalk (portion of "BB-3" south of Leland Park's northern boundary)

b. The CEQA transportation mitigations must be delivered in accordance with the Mitigation Monitoring and Reporting Program ("MMRP") and any subsequent findings or amendments, as modified through this Development Agreement.

c. Transportation Demand Management Plan, Attachment J, includes timing requirements for certain improvements, programs, and milestones. The Project must meet or exceed these timing requirements.

2. **Parks**. The Project's parks must be completed as follows: either Leland Park or Central Park, along with all supporting rights of way and infrastructure as defined in Table 1, must be completed before the 600th housing unit may receive its First Certificate of Occupancy. The remaining park, along with all supporting rights of way and infrastructure as defined in Table 1, must be completed before the 975th housing unit can receive its First Certificate of Occupancy. Notwithstanding anything to the contrary above, Leland Park must be delivered before or concurrently with the development of Parcels 3 and 4, even if those parcels do not include the 600th or 975th housing unit. If Developer is unable to complete any required park related to the development of Parcel 3 or 4 due to the fact that the Recreation and Parks Department ("RPD") has not approved the final conceptual design within thirty (30) days of the deadline for such approval under Exhibit M, Developer may obtain certificates of occupany for Parcels 3 and 4 by providing payment and performance bonds or other adequate security for the completion of the park satisfactory in form and substance to the Recreation and Park Department. The security shall be in an amount equal to the maximum construction costs for the park as described in Exhibit M, and shall be sufficient to guarantee the completion within 12 months following issuance of the first certificate of occupancy for either Parcel 3 or 4.

The Planning Department and/or RPD staff will review each park's design, as well as the design of supporting rights of way and infrastructure, as part of the Phase Approval process for the development phase that includes that park.

3. **Historic Preservation**. In conjunction with the Project's Phase 1 Public Improvements and Community Improvements, the Historic Office Building located at 2201 Bayshore Boulevard (Assessor Parcel Number 5087/003) shall be stabilized and secured and undergo minor exterior improvements as follows: This obligation shall include a mothballing program that provides temporary protection and vandalism and adheres to the following sets of guidelines from National Park Service Preservation Brief No. 31-Mothballing Historic Buildings: Documentation, Stabilization, and Mothballing. This mothballing program shall be undertaken by a qualified professional with demonstrated experience in historic architecture and undertaken by contractors with demonstrated sensitivity to historic buildings. In addition, the Developer shall complete basic exterior improvements including landscaping, planting, and exterior painting. The Developer shall also implement security measures to protect the building from theft, vandalism, and trespassing and shall ensure that these security measures remain in effect until the Historic Office Building's full historic rehabilitation is complete, as described below.

   The Historic Office Building must be fully rehabilitated, as described in Sections 3.6 of this Development Agreement, in conjunction with the development of Parcels 11 and 12. As described in the Project's certified EIR, Mitigation Measure 10.1, the Historic Office Building must be rehabilitated in accordance with Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings or the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings. No development on Parcel 11 or Parcel 12 may receive First Certificates of Occupancy until the Historic Office Building has received all permits and begun construction. Once Parcels 11 and 12 receive First Certificates of Occupancy, no additional parcels may receive First Certificates of Occupancy until after the Historic Office Building receives First Certificates of Occupancy.

4. **Stormwater Management Improvements**. At all phases of development, the Developer must provide functioning and adequate stormwater management in compliance with the SFPUC 's post-construction Stormwater management requirements and the Stormwater Design Guidelines. The Developer must complete the construction of the Stormwater Management Improvements required for each development phase prior receiving a temporary certificate of occupancy for that development phase. If a future park will include Stormwater Controls necessary for a particular phase of development or parcel to meet the stormwater management requirements of the SFPUC, that park must be developed in conjunction with that development phase and be complete prior to temporary certificate of occupancy for any project parcel within that phase.

Attachment 1

Location of Right of Way and Infrastructure Segments

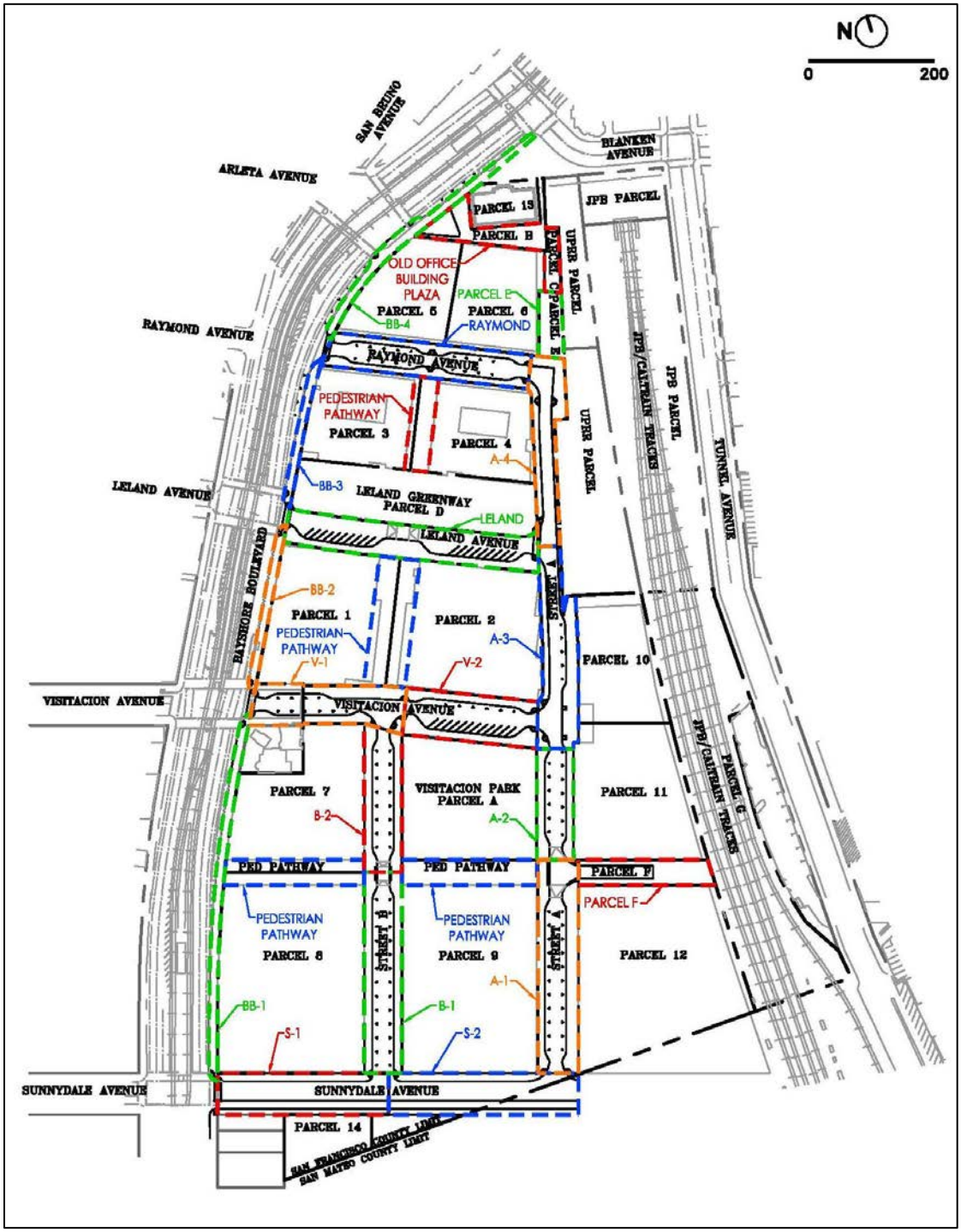

Exhibit G

Phase Application Checklist

The Developer will be required to submit a Phase Application for each phase of development, as described in Section 3.4.4. Each such Phase Application must include the following components at a minimum.

PHASE SUMMARY TABLE

Parcel	Assessor's Block Number	Blocks in the D4D (1, 2, 3, etc.)	Height/Bulk District	Proposed Heights	Housing Units	Parking: Residential and Commercial
1						
2						
3						
4						
5						

PROJECT DESCRIPTION

Project Type: e.g. New Construction

Present or Previous Use(s): e.g. PDR/Industrial

Proposed Use(s): e.g. Residential, Commercial, Retail, Open Space

Narrative: The narrative portion of each Phase Application shall, at a minimum, include the following:

"This application pertains to Phase [insert phase number] of the Schlage Lock Project (the "Project"). This application is submitted in accordance with the Project's Development Agreement, which requires the project sponsor to submit a Phase Application for approval by the Planning Department and affected City Agencies prior to the submittal of building permits for such phase of the Project. Initially capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Development Agreement.

Phase [insert phase number] is comprised of parcel numbers [insert parcel numbers]. The parcels subject to Phase [insert phase number] are shown on the attached site plan diagram and further described by block number and area on page [insert page number] of this application. Phase [insert phase number] consists primarily of [insert brief description, e.g. residential and retail development]. In addition, as described in more detail below, Phase [insert phase number] will include a number of Community Improvements and CEQA Mitigation Measures, as required by the approved Schlage Lock Development Project Phasing Plan. Following is a description of the elements of Phase [insert phase number]."

Section 3.4.4. of the Development Agreement requires, at a minimum, a discussion of the elements below. The Phase Application should also include any other information the Planning Department deems necessary to review and approve the applications:

1. **Site Plan and Other Maps (Streets, etc.) as Needed**.

2. **Number of Residential Dwelling Units**, **Retail Square Footage, and Commercial Square Footage.**

3. **Affordable Housing:** Mode(s) of satisfying the phase's affordable housing obligations, number of below market rate (BMR) units to be created by the phase, cumulative BMR units created by the Schlage Lock project.

4. **Land to be Dedicated to the City and County of San Francisco, if any (Square Feet)**.

5. **Community Improvements and Mitigation Measures included in Phase**.

6. **Proposed Infrastructure Improvements (as required by DPW and consistent with Infrastructure Plan).**

    a. Completion of Infrastructure Plan to Date

    b. Implementation of Infrastructure Plan Work to be Completed During Development Phase

    c. Right of way dedication

    d. Proposed water system

    e. Proposed sewer system

    f. Proposed storm drain system

    g. Proposed dry utilities

    h. Additional infrastructure systems, if any

7. **Sequencing of Private Development and Community Improvements.**

8. **Modifications to or Deviations from Development Phase Plan Documents.**

9. **Affidavit and Proof of Pre-Application Meeting.**

10. **Neighborhood Notification and Post-Application Meeting Materials.**

11. **Affidavit Confirming that Submission is Accurate and that Additional Submissions may be Required.** (Refer to Attachment I.)

Attachment I

APPLICANT'S AFFIDAVIT

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO

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) I understand that other information or applications may be required.

Signed: _____
(Applicant)

Date: _____

Name (print):_____

Owner / Authorized Agent (circle one)

Exhibit H
Area of Private Maintenance and Operations Obligation Map

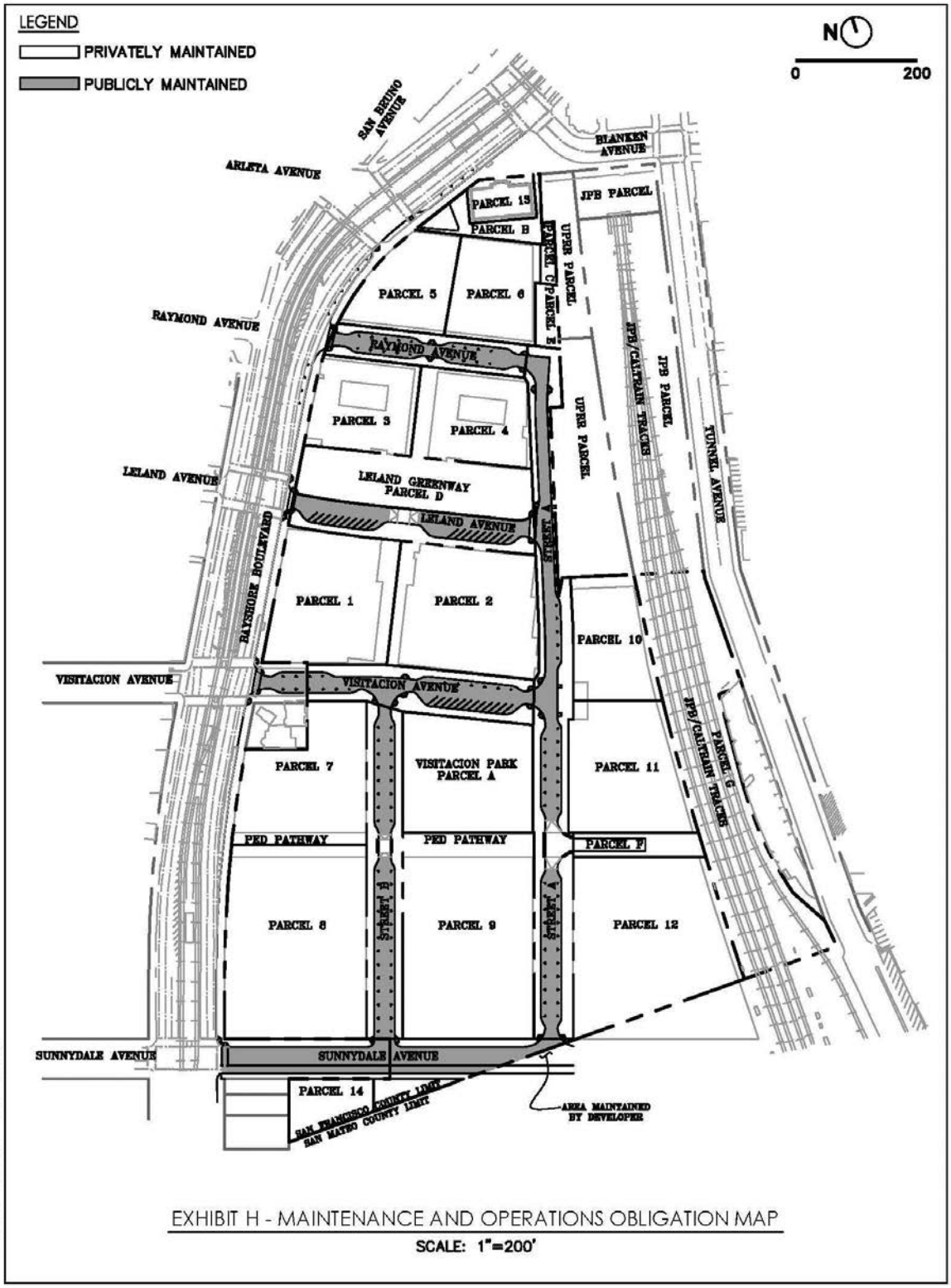

EXHIBIT H - MAINTENANCE AND OPERATIONS OBLIGATION MAP
SCALE: 1"=200'

Exhibit I

Mitigation Measures and MMRP

MITIGATION MONITORING AND REPORTING PROGRAM – VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
Transportation and Traffic				
Mitigation 8-1A: *Tunnel Avenue/Blanken Avenue:* Signalize intersection upon the following: LOS reaches LOS E or F, the intersection meets Caltrans signal warrants, and a traffic study by San Francisco Municipal Transportation Agency (SFMTA) finds that the signalization would not result in unacceptable interference with Bayshore Boulevard traffic and Muni operations. The Project impacts at this intersection would be reduced to ***less than significant.***	SFMTA and project sponsor(s)	Once the mitigation measure is triggered as described, the measure must be constructed prior to the issuance of the certificate of occupancy for any building in the first development phase that includes Parcel 5 and/or Parcel 6 that, after completion, would cause the above-listed conditions to be met.	SFMTA	Biannual monitoring of intersection operations beginning at the first development phase that includes Parcel 5 and/or Parcel 6. SFMTA to carry out feasibility study. If feasible, SFMTA to design and install traffic signal.
Mitigation 8-1B: Intersection Operation. *Bayshore Boulevard/Leland Avenue southbound left-turn:* Eliminate the proposed left-turn from southbound Bayshore Boulevard into Zone 1 at Leland Avenue. Implementation of this measure would eliminate the identified potential significant impacts at this intersection to traffic, transit and bicycle conditions (i.e., would reduce Project impact at this location to a ***less-than-significant level***). However, removal of this left-turn location would have a significant secondary impact, forcing Project vehicular traffic to utilize the left-turn locations at Visitacion and Sunnydale Avenues, which would exacerbate anticipated queuing impacts at these two remaining left-turn locations.	SFMTA	Prior to Phase 1 Phase Approval	SFMTA	Confirm establishment as part of infrastructure plans in Phase 1 approval
Mitigation 8-1C: Transportation Management Plan. *Implement a Transportation Management Plan for Zone 1.* To reduce the amount of auto use and auto ownership rates, and thereby reduce the traffic impacts of Zone 1 development, future applicants for developments in Zone 1 shall prepare, fund, and implement project-specific Transportation Management Plans (TMP). The TMPs could include the	Project Sponsor(s)	Development Agreement has been revised to incorporate this measure.	SFMTA	Developer to submit periodic status reports to the SFMTA for review.

MITIGATION MONITORING AND REPORTING PROGRAM –
VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
following elements: ▪ Identification of a transportation coordinator, ▪ Establishment of a resident website, ▪ Carpool match services, ▪ Carshare hubs, ▪ Real-time transit information, ▪ Reduced fee transit pass program, ▪ Parking supply reductions, ▪ Unbundled parking supply, and/or ▪ Metered/paid parking. Also see similar measures in *Mitigation 9-2* (chapter 9, Air Quality) of this EIR. After the first phase of Zone 1 development of 450 residential units, the Project will conduct a follow-up analysis of the Bayshore Boulevard corridor and the Tunnel/Blanken intersection. This analysis will revisit the status of neighboring projects, account for any shifts in travel patterns, mode share, and transit service (as described in subsection 8.2.4) within the Project Area, and reconsider the range of mitigations available for travel on Bayshore Boulevard, Tunnel Avenue, Blanken Avenue, and affected intersections--including revised signal phasing, pedestrian improvements, and/or traffic calming measures. This future study may provide opportunities to revise TMP elements and explore additional mitigation options based on revised information regarding Cumulative conditions. This study shall also study pedestrian volumes in Zone 1 and along Bayshore Boulevard. While implementation of this measure would reduce impacts on the adjacent intersections and roadways to an unspecified but limited degree, the Project impacts would still remain ***significant and unavoidable***.				

MITIGATION MONITORING AND REPORTING PROGRAM – VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
Mitigation 8-4: 2025 Cumulative Impacts on Intersection Operation. *Bayshore Boulevard/Tunnel Avenue:* Modify signal timing by shifting one second from the southbound left-turn movement to the northbound/southbound through movements. Prior to implementation of this mitigation measure, assess transit and traffic coordination along Bayshore Boulevard to ensure that the changes would not substantially affect MUNI transit operations, signal progressions, pedestrian minimum green time requirements, and programming limitations of signals. *Implementation of this mitigation would still result in a cumulative effect that is* ***significant and unavoidable*** *for weekday AM/PM peak hours.* *Alana Way/Beatty Avenue:* Signalize the intersection, restripe the southbound Alana Way approach to create exclusive left- through and right turn approach to create exclusive left-, through and right-turn lanes; and restripe the eastbound Beatty Avenue approach to create two lanes. If this intersection is reconfigured as part of the Brisbane Baylands the developer will pay an in lieu fee for other transportation improvements. *Implementation of this mitigation would still result in a cumulative effect that is* ***significant and unavoidable*** *for weekday AM/PM peak hours.*	SFMTA and individual project sponsor(s)	Prior to issuance of first certificate of occupancy for any residential or commercial space within the second phase of development.	SFMTA and individual project sponsor(s)	Upon incorporation of measures in Phase 2 Phase Application submitted to Planning Department.
Mitigation 8-6: 2025 Cumulative Impacts on Freeway On-Ramp Operation. These projected 2025 cumulative freeway on-ramp operating condition impacts are anticipated to be resolved by the construction of the proposed new ramps at Geneva Avenue, a planned regional transportation improvement measure. Project fair contribution to these improvements to these planned improvements would be required. Currently there are no interjurisidiction formulated improvement projects or associated funding programs for the affected freeway segments towards which the Project Developer could be required to make a fair share contribution. The ongoing Bi-County Transportation Study is currently investigating inter-regional cumulative transportation network improvement needs and priorities, and is intended to identify an associated interjurisdictional fair share calculation procedure. The Planning Department will continue to participate in the current Bi-County Transportation Planning Study, and will continue to advocate and participate in similar interjurisdictional study, planning and fair share funding efforts. Project fair-share contribution to the planned regional improvements would reduce the anticipated 2025 cumulative freeway on-ramp impacts to a ***less-than-significant level***.	Project sponsor(s), Planning Department, Interagency Plan Implementation Committee	The project's Bi-County contribution will be met through impact fees, paid by individual project sponsors, collected by the Planning Department, and allocated by the City's Interagency Plan Implementation Committee. Prior to issuance of building permits for each building.	Planning Department	At building permit issuance by Department of Building Inspection.

MITIGATION MONITORING AND REPORTING PROGRAM – VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
Mitigation 8-7: 2025 Cumulative Impacts on Intersection Operation with Planned Regional Roadway Improvements. To mitigate 2025 cumulative unacceptable operating conditions (LOS E or F) implement *Mitigation 8-1* plus the following additional measures: • *Bayshore Boulevard/Leland Avenue:* Modify signal timing by shifting 6 seconds from the northbound/southbound left-turn movements to the through movements. Implementation of this mitigation could potentially impact transit operations, this 2025 cumulative intersection impact is considered to be ***significant and unavoidable.***	SFMTA and individual project sponsor(s)	Prior to issuance of first certificate of occupancy for any residential or commercial space within the second phase of development	SFMTA	Upon incorporation of measures in Phase 1 Phase Application submitted to Planning Department.
• *Tunnel Avenue/Blanken Avenue:* Signalize intersection upon the following: LOS reaches LOS E or F, the intersection meets Caltrans signal warrants, and a traffic study by SFMTA finds that the signalization would not result in unacceptable interference with Bayshore Boulevard traffic and Muni operations. It would be possible to modify this intersection from an all-way stop to a signalized intersection under the 2025 Cumulative condition. Implementation of this mitigation would reduce measure would reduce this impact to a ***less-than significant*** level.	SFMTA and project sponsor(s)	See Mitigation 8-1A above	See Mitigation 8-1A above	See Mitigation 8-1A above
Mitigation 8-9: The addition of Project-related transit trips would not result in a significant impact to transit capacity (existing transit services currently have capacity to accommodate the new trips). As a result, no transit service capacity mitigation measures would be required. However, the new vehicle-trips generated by the Project would result in long delays at several Bayshore Boulevard intersections, as indicated above under Impacts 8-1 and 8-4. Related intersection improvement and left-turn pocket extension measures have been identified under Mitigations 8-1 and 8-4 to mitigate these traffic impacts. Because these measures would not fully mitigate the associated traffic impacts, and could result in additional impacts associated with the relocation of a Muni bus stop, this Project-related local transit service delay impact would be considered ***significant and unavoidable.***	See Mitigations 8-1 and 8-4, above	See Mitigations 8-1 and 8-4, above	See Mitigations 8-1 and 8-4, above	See Mitigations 8-1 and 8-4, above
Implementation of *Mitigation 8-1C (Transportation Management Plan)* would help decrease the number of vehicle trips generated by the Project and reduce the magnitude of the Project's impact on transit operations at these	SFMTA and individual project sponsor(s)	Development Agreement has been revised to incorporate this measure.	SFMTA	Developer to submit periodic status reports to the

MITIGATION MONITORING AND REPORTING PROGRAM –
VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
locations, but not to a less-than-significant level. In addition, to encourage additional transit riders (thereby further reducing the amount of vehicular activity), the Project could implement the following measures: ▪ Consistent with the Design for Development, implement building design features that promote the primary access to new Project Area buildings from transit stops and pedestrian areas, and discourage the location of primary access points to new Project Area buildings through parking lots and other auto-oriented entryways. ▪ Implement recommendations of the *San Francisco Better Streets Plan* in the Project Area, which are designed to make the pedestrian environment safer and more comfortable for pedestrians, including traffic calming strategies, sidewalk corner bulbs, and other features. Provide transit amenities at key light rail and bus stops in the Project Area, including "Next Bus" passenger information, accurate and usable passenger information and maps, and adequate light, shelter, and sitting areas.				SFMTA for review.
Mitigation 8-10: Impacts on Bicycle Conditions. To mitigate this potential impact to the Bayshore Boulevard bicycle lane, do not provide the proposed new southbound left-turn into Zone 1 at Leland Avenue. To mitigate additional bicycle impacts establish an internal connection from Zone 1 to the east side of Bayshore Boulevard/Geneva intersection. This mitigation would reduce the Project's impact on bicycle conditions to *a* ***less-than-significant*** level.	SFMTA and individual project sponsor(s)	Prior to issuance of first certificate of occupancy for any residential or commercial space within the final phase of development	SFMTA, Planning Department	Confirm this has been included in final phase application plans.
Air Quality				
Mitigation 9-1B: For all ***remediation, grading, or construction*** activity in the Project Area, require implementation of the following dust control measures by construction (also remediation) contractors, where applicable: ▪ Water all active remediation and construction areas at least twice daily, or as needed to prevent visible dust plumes from blowing off-	Project Sponsor(s) and project contractor(s) of each subsequent development project	Continuous throughout demolition activity	DBI, BAAQMD, Planning	Continuous throughout demolition activity

MITIGATION MONITORING AND REPORTING PROGRAM –
VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
site. ▪ Cover all trucks hauling soil, sand, and other loose materials. ▪ Pave, apply water three times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas, and staging areas at construction sites. ▪ Sweep daily (with water sweepers) all paved access roads, parking areas, and staging areas at construction sites. ▪ Sweep streets daily (with water sweepers) if visible soil material is carried onto adjacent public streets. ▪ Hydroseed or apply (non-toxic) soil stabilizers to inactive construction areas (previously graded areas inactive for ten days or more). ▪ Limit the area subject to excavation, grading, and other construction activity at any one time. The above measures may be revised or supplemented over time by new BAAQMD regulations. Implementation of these measures would reduce the impacts to a ***less-than-significant level***.				
Mitigation 9-1C: The following are measures to control emissions by diesel-powered construction (including remediation and demolition) equipment used by contractors, where applicable: ▪ Ensure that emissions from all on-site, diesel-powered construction equipment do not exceed 40 percent opacity for more than three minutes in any one hour. Any equipment found to exceed 40 percent opacity (or Ringelmann 2.0) shall be repaired or replaced immediately. ▪ The contractor shall install temporary electrical service whenever possible to avoid the need for independently powered equipment (e.g., compressors). ▪ Diesel equipment standing idle for more than three minutes shall be turned off. This would include trucks waiting to deliver or receive soil, aggregate or other bulk materials. Rotating drum concrete trucks could keep their engines running continuously as long as they were on-site and away from residences. ▪ Properly tune and maintain equipment for low emissions. ▪ Use late model heavy-duty diesel-powered equipment at each construction site to the extent that the equipment is readily available in the San Francisco Bay Area.	Project Sponsor(s) and project contractor(s) of each subsequent development project	During construction activity requiring diesel-powered equipment	DBI, BAAQMD, Planning	During construction activity requiring diesel-powered equipment

MITIGATION MONITORING AND REPORTING PROGRAM –
VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
▪ Use diesel-powered equipment that has been retrofitted with after-treatment products (e.g., engine catalysts) to the extent that it is readily available in the San Francisco Bay Area. ▪ Replant vegetation in disturbed areas as quickly as possible. ▪ Install wheel washers for all exiting trucks, or wash off the tires or tracks of all trucks and equipment leaving the site. ▪ Install wind breaks, or plant trees/vegetation wind breaks at windward side(s) of construction sites. ▪ Suspend excavation and grading where winds (instantaneous gusts) exceed 25 miles per hour. ▪ Use low-emission diesel fuel and/or biodiesel for all heavy-duty diesel-powered equipment operating and refueling at each construction site to the extent that the fuel is readily available and cost effective in the San Francisco Bay Area (this does not apply to diesel-powered trucks traveling to and from the site). Utilize alternative fuel construction equipment (i.e., compressed natural gas, liquid petroleum gas, and unleaded gasoline) to the extent that the equipment is readily available and cost-effective in the San Francisco Bay Area.				
Mitigation 9-2: Apply the following emissions control strategies where applicable to Project-facilitated discretionary mixed use, residential, commercial, and cultural development activities within the Project Area in order to reduce overall emissions from traffic and area sources. *Transportation Emissions* ▪ New or modified roadways should include bicycle lanes where reasonable and feasible. ▪ Provide transit information kiosks. ▪ Where practical, employment-intensive development proposals (e.g., retail) shall include measures to encourage use of public transit, ridesharing, van pooling, use of bicycles, and walking, as well as to minimize single passenger motor vehicle use. ▪ Develop parking enforcement and fee strategies that encourage alternative modes of transportation. ▪ Parking lots or facilities should provide preferential parking for electric or alternatively fueled vehicles. ▪ Implement and enforce truck idling restrictions of three minutes.	Project Sponsor(s)	Continuous throughout demolition activity	Planning Department, BAAQMD, MTA	Upon completion of demolition activity

MITIGATION MONITORING AND REPORTING PROGRAM –
VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
▪ Require large commercial land uses (e.g., 10,000 square feet or 25 employees) that would generate home-to-work commute trips to implement Transportation Demand Management (TDM) programs. Components of these programs should include the following (also see similar measures in *Mitigation 8-1C* [chapter 8, Transportation and Circulation] of this EIR): - a carpool/vanpool program, e.g., carpool ride-matching for employees, assistance with vanpool formation, provision of vanpool vehicles, etc.; - a transit use incentive program for employees, such as on-site distribution of passes and/or subsidized transit passes for local transit systems; - a guaranteed ride home program; and/or - a parking cash-out program for employees (where non-driving employees receive transportation allowance equivalent to the value of subsidized parking). *Building Emissions:* ▪ Require energy efficient building designs that exceed State Title 24 building code requirements. ▪ Discourage use of gasoline-powered landscape equipment, especially two-stroke engines and motors (which burn and leak oil), for public park maintenance. ▪ Allow only low-emitting fireplaces for residential uses, such as those that burn only natural gas (standard City requirement for multi-family residences). The above measures may be revised or supplemented over time by new BAAQMD regulations. Implementation of these measures would reduce the remediation-, demolition-, and construction-related air quality impacts of diesel-powered equipment to a ***less-than-significant level.***				

MITIGATION MONITORING AND REPORTING PROGRAM – VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
Cultural and Historical Resources				
Mitigation 10-1: Destruction or Degradation of Historical Resources. The following mitigation measures should be considered if proposed changes to a historical resource are not in accordance with the Secretary of the Interior's standards. *a) Documentation.* In consultation with a Planning Department Preservation Technical Specialist, the individual project applicant shall have documentation of the affected historical resource and its setting prepared. Generally, this documentation shall be in accordance with one of three documentation levels associated with the Historic American Building Survey (HABS) or Historic American Engineering Record (HAER). The Specialist, possibly in consultation with the National Park Service Regional Office, can decide the most appropriate form of documentation, depending on the significance of the affected resource. The three possible documentation level protocols are described under this mitigation in chapter 10 of this EIR. The agreed-upon documentation shall be filed with the San Francisco History Center at the Main Library, as well as with other local libraries and historical societies, as appropriate.	Project Applicant	Initiate before any demolition	Planning Department	Initiate before any demolition
(b) Oral Histories. The individual project applicant shall undertake an oral history project that includes interviews of several long-time residents of Visitacion Valley and former employees of the Schlage Lock Factory. This program shall be conducted by a professional historian in conformance with the Oral History Association's *Principles and Standards* (http://alpha.dickinson.edu/oha/pub_eg.html). In addition to transcripts of the interviews, the oral history project shall include a narrative project summary report containing an introduction to the project, a methodology description, and brief summaries of each conducted interview. Copies of the completed oral history project shall be submitted to the San Francisco History Room of the Main Library.	Project Applicant	Initiate before approval of any demolition permit and ongoing after demolition	Planning Department	Initiate before demolition and ongoing after demolition

MITIGATION MONITORING AND REPORTING PROGRAM –
VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
(c) Relocation. Study the feasibility of reacting historical resources aster nearby site appropriate to its historic setting and general environment. A moved building or structure that is otherwise eligible may be listed in the California Register if it was moved to prevent its demolition at its former location and if the new location is compatible with the original character and use of the historical resource. After relocation, the building's preservation, rehabilitation, and restoration, as appropriate, shall follow the Secretary of the Interior's standards to ensure that the building retains its integrity and historical significance.	Project Applicant	Before approval of any demolition permit for applicable building	Planning Department	Initiate before demolition and ongoing after demolition
(d) Salvage. If the affected historical resource can neither be preserved at its current site nor moved to an alternative site and is to be demolished, the individual project applicant shall consult with a San Francisco Planning Department Preservation Technical Specialist and other local historical societies regarding salvage of materials from the affected historic resource for public information or reuse in other locations. Demolition may proceed only after any significant historic features or materials have been identified and their removal completed.	Project Applicant	Before approval of any demolition permit for applicable building	Planning Department	Initiate before demolition and ongoing after demolition
(e) Commemoration. If the affected historical resource can neither be preserved at its current site nor moved to an alternative site and is to be demolished, the individual project applicant shall, with the assistance of a Planning Department Preservation Technical Specialist or other professionals experienced in creating historical exhibits, incorporate a display featuring historic photos of the affected resource and a description of its historical significance into the publicly accessible portion of any subsequent development on the site. In addition, the factory machinery in Schlage Plants 1 and 2 should be cleaned and moved to a public space (such as a park or plaza on-site) for public viewing.	Project Applicant	Condition for demolition permit for applicable building; ongoing implementation as required by measure	Planning Department	Initiate before demolition and ongoing after demolition
(f) Contribution to a Historic Preservation Fund. If an affected historical resource can neither be reserved at its current site nor moved to an alternative site and is demolished, the project applicant may be eligible to mitigate project- related impacts by contributing funds to the City to be applied to future historic preservation activities, including survey work, research and evaluation, and rehabilitation of historical resources within Visitacion Valley in accordance with the Secretary's Standards.	Project Applicant	Ongoing implementation as required by measure	Planning Department	Initiate before demolition and ongoing after demolition

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VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
Contribution to the preservation fund would be made only after the documentation, oral history, salvage, and commemoration mitigations specified above had been completed. The details of such an arrangement would be formulated on a case-by-case basis, and could also include in-kind implementation of historic resource preservation. As part of any such arrangement, the project applicant shall clearly demonstrate the economic infeasibility of other mitigation measures that would mitigate impacts to historical resources, including preservation, relocation, and project modification. While implementation of these measures would reduce impacts on historical resources, the impact would remain ***significant and unavoidable.***				
Mitigation 10-2: Disturbance of Known Archaeological Resources. The project sponsor shall retain the services of a qualified archaeological consultant having expertise in California prehistoric and urban historical archeology. The archaeological consultant shall consult with the Environmental Planning archaeologist at the San Francisco Planning Department to determine project locations and activities that may affect archaeological deposits/features associated with known archaeological resource sites. Project activities determined to potentially affect these resources shall be subject to an archaeological testing program (ATP) as specified under this mitigation heading in chapter 10 of this EIR. In addition, the consultant shall be available to conduct an archaeological monitoring program (AMP) and/or archaeological data recovery program (ADRP) and, if necessary, a human remains treatment program and final archaeological resources report (FARR) as specific under this mitigation heading in Chapter 10 of this EIR. The archaeological consultant's work shall be conducted in accordance with this measure at the direction of the City's 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, shall be considered draft reports, subject to revision until final approval by the ERO. Archaeological monitoring and/or data recovery	Project Sponsor(s), Project Archaeologist	Prior to preparation of the ATP &project soils disturbance (including demolition and excavation)	ERO	Sufficiently in advance of project for preparation &ERO review & approval of ATP

MITIGATION MONITORING AND REPORTING PROGRAM –
VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
programs required by this measure could suspend construction of the project for up to a maximum of four weeks. At the direction of the ERO suspension of construction can be extended beyond four weeks only if such a suspension is the only feasible means to reduce to a less-than-significant level potential effects on a significant archaeological resource as defined in CEQA.				
Archaeological Testing Program. The archaeological consultant shall prepare and submit to the ERO for review and approval an archaeological testing plan (ATP). An archaeological testing program shall be conducted in accordance with the approved ATP. The ATP shall identify the property types of the expected archaeological resource(s) that potentially could be adversely affected by the project, the testing method to be used, and the locations recommended for testing. The purpose of the archaeological testing program will be to determine to the extent possible the presence or absence of archaeological resources to identify and to evaluate whether any archaeological resource encountered on the site constitutes a historical resource under CEQA.	Project Archaeologist	Prior to preparation of the ATP &project soils disturbance (including demolition and excavation). NAHC and Native American consultation prior to preparation of the ATP	ERO	Sufficiently in advance of project for preparation & ERO review & approval of ATP
At the completion of the archaeological testing program, the archaeological consultant shall submit a written report of the findings to the ERO. If based on the archaeological testing program the archaeological consultant finds that significant archaeological resources may be present the ERO in consultation with archaeological consultant shall determine if additional measures are warranted. Additional measures that may be undertaken include notification of designated members of the community as appropriate, archaeological data recovery program.	Project Archaeologist	Following completion of archaeological testing	ERO	Prior to project construction demolition and remediation
If the ERO determines that a significant archaeological resource is present and that the resource could be adversely affected by the project, at the discretion of the project sponsor either: A. The project shall be re-designed so as to avoid any adverse effect on the significant archaeological resource; or	Project Archaeologist	Determination as data recovery requirement	ERO	Prior to project Construction, demolition and remediation and archaeological data recovery

MITIGATION MONITORING AND REPORTING PROGRAM –
VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
B. A data recovery program shall be implemented, unless the ERO determines that the archaeological resource is of greater interpretive than research significance and that interpretive use of the resource is feasible.				
Archaeological Monitoring Program (AMP). If the ERO in consultation with the archaeological consultant determines that an archaeological consultant determines that an archaeological monitoring program (AMP) shall be implemented, the AMP shall minimally include the following provisions:	ERO, Project Archaeologist	Determination of activities to be archaeologically monitored	ERO, Project Archaeologist	Prior to project construction, demolition, remediation and archaeological data recovery
▪ The archaeological consultant, project sponsor, and ERO shall meet and consult on the scope of the AMP reasonably prior to any project-related soils disturbing activities commencing. The ERO in consultation with the archaeological consultant shall determine what project activities shall be archaeological monitored. In most cases, any soils disturbing activities, such as demolition, foundation removal, excavation, grading, utilities and installation, foundation work, driving of piles (foundation, shoring etc.), site remediation, etc., shall require archaeological monitoring because of the risk these activities pose to potential archaeological resources and to their depositional context.				
▪ The archaeological consultant shall advise all project contractors to be on alert for evidence of the presence of the expected resources(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 archaeological resource.				
▪ The archaeological monitors shall be present on the project site according to a schedule agreed upon by the archaeological consultant and the ERO until the ERO has, in consultation with project archaeological consultant determined that project construction activities could have no effects on significant depositions.	Project Archaeologist	During project soils disturbing activities	Project archaeologist	During project soil disturbing activities
▪ The archaeological monitor shall record and be authorized to collect soil samples and arti-factual/ecofactual material as warranted for analysis.				

MITIGATION MONITORING AND REPORTING PROGRAM –
VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
▪ If an intact archaeological deposit is encountered, all soils disturbing activities in the vicinity of the deposit shall cease. The archaeological 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 activity (foundation shoring, etc.), the archaeological monitor has cause to believe that the pile driving activity shall be terminated until an appropriate evaluation of the resource has been made in consultation with the ERO. The archaeological consultant shall immediately notify the ERO of the encountered archaeological deposit. The archaeological consultant shall make a reasonable effort to assess the identity, integrity, and significance of the encountered archaeological deposit, and present the finding of this assessment to the ERO.	Project Archaeologist	On discovery of potentially CEQA significant archaeological deposit	Planning Department	During project demolition, excavation, construction, remediation activities
Whether or not significant archaeological resources are encountered, the archaeological consultant shall submit a written report of the Finding of the monitoring program to the ERO.	Project Archaeologist, ERO	On completion of archaeological data recovery	Planning Department	Upon completion of archaeological monitoring program
<u>Archaeological Data Recovery Program (ARDP).</u> The archaeological data recovery program shall be conducted in accord with an archaeological data recovery plan (ARDP). The archaeological consultant, project sponsor, and ERO shall meet and consult on the scope of the ARDP prior to preparation of a draft ARDP. The archaeological consultant shall submit a draft ARDP to the ERO. The ARDP shall identify how the proposed data recovery program will preserve the significant information the archaeological resource is expected to contain. That is, the ARDP 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 project. Destructive data recovery methods shall not be applied to portions of the archaeological resources if nondestructive methods are practical. The scope of the ADRP shall include the following elements:	Project Archaeologist, ERO	Prior to Archaeological data recovery	ERO	Prior to archaeological data recovery

MITIGATION MONITORING AND REPORTING PROGRAM –
VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
• *Field Methods and Procedures*. Descriptions of proposed field strategies, procedures, and operations. • *Cataloguing and Laboratory Analysis,* Description of selected cataloguing system and artifact analysis procedures. • *Discard and Deaccession Policy.* Description of and rationale for field and post-field discard and deaccession policies. • *Interpretive Program.* Consideration of an on-site/off-site public interpretive program during the course of the archeological data recovery program. • *Security Measures.* Recommended security measures to protect the archeological resource from vandalism, looting, and nonintentionally damaging activities. • *Final Report*. Description of proposed report format and distribution of results. • *Curation*. Description of the procedures and recommendations for die 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				
<u>*Human Remains, Associated or Unassociated Funerary Objects.*</u> 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 Coroner of the City and County of San Francisco and in the event of the Coroner's determination that the human remains are Native American remains, notification of the California State Native American Heritage Commission (NAHC) who shall appoint a Most Likely Descendant (MLD) (Pub. Res. Code Sec. 5097.98). The archeological consultant, project sponsor, and MLD shall make all reasonable efforts to develop an agreement for the treatment of, with appropriate dignity, human remains and associated or unassociated funerary objects (CEQA Guidelines. Sec. 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.	Project Archaeologist, ERO in consultation with the Coroner of the City and County of San Francisco, Native American Heritage Commission, and Most Likely	Upon identification of human remains	ERO	On discovery of human remains
Final Archeological Resources Report. The archeological consultant shall	Project			

MITIGATION MONITORING AND REPORTING PROGRAM –
VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
submit a Draft Final Archeological Resources Report (FARR) to the ERO that evaluates the historical of any discovered archeological resource and describes the archeological and historical research methods employed in the archeological testing/monitoring/data recovery program(s) undertaken. Information that may put at risk any archeological resource shall be provided in a separate removable insert within the draft final report. Copies of the Draft FARR shall be sent to the ERO for review and approval.	Archaeologist	Upon completion of FARR	ERO	Upon completion of Draft FARR
Once approved by the ERO copies of the FARR shall be distributed as follows: California Archeological Site Survey Northwest Information Center (NWIC) shall receive one (1) copy and the ERO shall receive a copy of the transmittal of the FARR to the NWIC. Copies of the FARR shall be sent to the Department. The Environmental Planning division of the Planning Department shall receive three copies of the FARR along with copies of any formal site recordation forms (CA DPR 523 series) and/or documentation for nomination to the National Register of Historic Places/California Register of Historical Resources. In instances of high public interest or interpretive value, the ERO may require a different final report content, format, and distribution than that presented above. Register of Historical Resources. In instances of high public interest or interpretive value, the ERO may require a different final report content, format, and distribution than that presented above. Implementation of the measures listed above would reduce this impact to a ***less-than-significant level.***	Project Archaeologist	Submittal of approved FARR and site records to NWIC	ERO	Completion of archaeological field, analysis, interpretation, recordation program
Mitigation 10-3: Disturbance of Unknown Archaeological Resources. The project applicant shall consult with the Environmental Planning archaeologist at the San Francisco Planning Department prior to any development activity on the Schlage Lock site (i.e., Zone 1) and, at the direction of the Planning Department, shall undertake the following measures to avoid any potentially significant adverse impact on possible buried or submerged cultural resources. The project sponsor shall retain the services of a qualified archaeological consultant having expertise in California prehistoric and urban historical archaeology. The archaeological consultant shall undertake	Project Sponsor(s)	Prior to demolition and grading permits; ongoing implementation as required by measure	Planning Department	Required prior to demolition as part of Project level plan review; ongoing monitoring and consultation as required by measure

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VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
an archaeological monitoring program (AMP), and if triggered by the AMP, an archaeological data recovery program (ADRP), human remains treatment program, and/or final archaeological resources report (FARR), as specified under this mitigation heading in chapter 10 of this EIR and detailed in Mitigation 10-2. The archaeological consultants work shall be conducted in accordance with this measure at the direction of the City's Environmental Review Officer (ERO). Implementation of this measure would reduce the impact to a ***less-than-significant level.***				
Mitigation 10-4: Accidental Discovery. For individual development projects in Zone 2, the project applicant shall consult with the Environmental Planning archaeologist at the San Francisco Planning Department prior to any development activity and, at the direction of the Planning Department, shall undertake the following measures to avoid any potentially significant adverse impact on possible buried or submerged cultural resources. The project sponsor shall distribute the San Francisco Planning Department archaeological resource "ALERT" sheet to the project prime contractor; to any project subcontractor (including demolition, excavation, grading, foundation, pile driving, etc., firms); and utilities firm involved in soils disturbing activities within the project site. Prior to any soils disturbing activities being undertaken each contractor is responsible for ensuring that the "ALERT" sheet is circulated to all field personnel including, machine operators, field crew, pile drivers, supervisory personnel, etc. The project sponsor shall provide the City's Environmental Review Officer (ERO) with assigned affidavit from the responsible parties (prime contractor, subcontractors, and utilities firm) to the ERO confirming that all field personnel have received copies of the "ALERT" Sheet. Should any indication of an archaeological resource be encountered during any soils disturbing activity of the project, the project Head Foreman and/or project sponsor shall immediately notify the ERO and shall immediately suspend any soils disturbing activities in the vicinity of the discovery until the ERO has determined what additional measures should	Project Sponsor(s)	Prior to grading and demolition permits; ongoing implementation as required by measure	Planning Department	Ongoing implementation as required by measure

MITIGATION MONITORING AND REPORTING PROGRAM –
VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
be undertaken. Notification shall also include designated members of the community as appropriate. If the ERO determines that an archaeological resource may be present within the project site, the project sponsor shall retain the services of a qualified archaeological consultant. The archaeological consultant shall advise the ERO as to whether the discovery is an archaeological resource, retains sufficient integrity, and is of potential scientific/historical/ cultural significance. If an archaeological resource is present, the archaeological consultant shall identify and evaluate the archaeological resource. The archaeological consultant shall make a recommendation as to what action, if any, is warranted. Based on this information, the ERO may require, if warranted, specific additional measures to be implemented by the project sponsor. Measures might include: preservation in situ (in place) of the archaeological resource; an archaeological monitoring program; or an archaeological testing program. If an archaeological monitoring program or archaeological testing program is required, it shall be consistent with the City's Environmental Planning (EP, formerly Major Environmental Analysis or "MEA") division guidelines for such programs. The ERO may also require that the project sponsor immediately implement a site security program if the archaeological resource is at risk from vandalism, looting, or other damaging actions. The project archaeological consultant shall submit a Final Archaeological Resources Report (FARR) to the ERO pursuant to the FARR content and distribution requirements described under this mitigation measure in chapter 10 of this EIR. Implementation of this measure would reduce the impact to a ***less-than-significant level.***				
Mitigation 10-5: Disturbance of Paleontological Resources If any paleontological resources are encountered during site grading or other construction activities, all ground disturbances shall be halted until the services of a qualified paleontologist can be retained to identify and	Project Sponsor(s)	If triggered by 10-2;10-3 or 10-4	Planning Department	Ongoing implementation as required by measure

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VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
evaluate the resource(s) and, if necessary, recommend mitigation measures to document and prevent any significant adverse effects on the resource(s), in accordance with standard professional practice. Implementation of this measure would reduce the impact to a ***less-than-significant level.***				
Hazard and Hazardous Materials.				
Mitigation 11-1: Potential Impacts Due to Exposure to Existing Soil or Groundwater Contamination-- Zone 2. Each developer of a site in Zone 2 shall be required to comply with all applicable existing local-, state-, and federal-mandated site assessment, remediation, and disposal requirements for soil, surface water, and/or groundwater contamination. In particular, these include the requirements of the City and County of San Francisco, RWQCB, and DTSC. Previous subsections 11.2.2 (City of San Francisco Hazardous Materials Regulations) and 11.2.3 (Environmental Site Assessment Procedures) herein summarize these requirements. Compliance with these existing local-, state-, and federal-mandated site assessment, remediation, and disposal requirements would be accomplished through the following steps: *(a) Soil Contamination.* In order to mitigate potential health hazards related to construction personnel or future occupant exposure to soil contamination, developers would complete the following steps for each site proposed for disturbance as part of a Project-facilitated construction activity in Zone 2:	Project Sponsor(s)	Application for development	DPH/DTSC/RWQCB	Complete upon site assessment, remediation, and disposal requirements as needed
Step 1. Investigate the site to determine whether it has a record of hazardous material discharge (Phase I environmental site assessment), and if so, characterize the site according to the nature and extent of soil contamination that is present (Phase 2) before development activities proceed at that site.	Project Sponsor(s)	Applicant for Development	DPH/DTSC/RWQCB	RWQCB prior to site development; DPH and depending on the improvement DBI or DWP
Step 2. Based on the proposed activities associated with the future project proposed, determine the need for further investigation and/or remediation of the soils conditions on the contaminated site. For example, if the location is slated for commercial land use, such as a retail center, the majority				

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Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
of the site will be paved and there will be little or no contact with contaminated soil Industrial clean-up levels would likely be applicable. If the slated development activity could involve human contact with soils, such as may be the case with residential use, then Step 3 should be completed. If no human contact is anticipated, then no further mitigation is necessary. Step 3. Should the Phase 2 investigation reveal high levels of hazardous materials in the site soils, mitigate health and safety risks according to City of San Francisco, RWQCB, and DTSC regulations. This would include site-specific health and safety plans prepared prior to undertaking any building or utility construction. Also, if buildings are situated over soils that are significantly contaminated, undertake measures to either remove the chemicals or prevent contaminants from entering and collecting within the building. If remediation of contaminated soil is infeasible, a deed restriction would be necessary to limit site use and eliminate unacceptable risks to health or the environment. *(b) Surface or Groundwater Contamination.* In order to reduce potential health hazards due to construction personnel or future occupant exposure to surface water or groundwater contamination, developers would complete the following steps for each site proposed for disturbance as part of a Project-facilitated construction activity in Zone 2: Step 1. Investigate the site to determine whether it has a record of hazardous material discharge into surface or groundwater, and if so, characterize the site according to the nature and extent of contamination that is present before development activities proceed at that site. Step 2. Install drainage improvements in order to prevent transport and spreading of hazardous materials that may spill or accumulate on-site. Step 3. If investigations indicate evidence of chemical/environmental				

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Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
hazards in site surface water and/or groundwater, then mitigation measures acceptable to the RWQCB and DTSC would be required to remediate the site prior to development activity. Step 4. Inform construction personnel of the proximity to recognized contaminated sites and advise them of health and safety procedures to prevent exposure to hazardous chemicals in surface water/groundwater. Compliance by future, individual, site-specific developments in Zone 2 with established regulations (accomplished through the steps outlined above) would adequately assure that associated potential health and safety impacts due to exposure to existing soil and groundwater contamination would be ***less-than-significant.***	Project Sponsor(s)	Applicant for Development	DPH/DTSC/RWQCB	RWQCB prior to site development; DPH and depending on the improvement DBI or DWP
Hydrology and Water Quality				
Mitigation 12-1A: Potential Water Quality Impact Due to Increased Stormwater Runoff. To comply with anticipated SFPUC regulations regarding stormwater runoff from Zone 1, the developer(s) shall refine the individual development design(s) for Zone 1 as necessary to: (1) provide retention storage facilities and/or detention treatment facilities as needed to ensure that at least 80 percent of total annual runoff either remains on-site or receives an approved level of water quality treatment before discharge into the combined sewer system; and (2) provide a minimum of 25 percent of the surface of setbacks to be pervious. Implementation of these measures would reduce the water quality impact associated with future development of Zone 1 to a ***less-than-significant level***. **Mitigation 12-1B.** Stormwater design requirements similar to those described above for the Zone 1 development shall also be applied to individual infill developments in Zone 2 that meet the proposed SFPUC minimum size criteria. Implementation of these measures would reduce the water quality impact associated with future development of these parcels to a **less-than-significant level**.	Project Sponsor(s)	Submit as part of subdivision improvement plans	DPW;DBI, SFPUC	Review as part of design and construction plans
Mitigation 12-2: Increased Risk of Soil Erosion and Contaminant Spills	SFPUC and	Infrastructure plans with	SFPUC and DWP	Review as part of

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Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
During Project Remediation and Construction. For future development within Zone 1, design requirements and implementation measures for minimizing Project-generated erosion and for controlling fuel/hazardous material spills would be set forth in the Zone 1 SWPPP, in accordance with SWRCB and RWQCB design standards. During construction, the SFDPW would monitor implementation of the approved SWPPP. This plan shall include, at a minimum, the following or similar actions: ▪ Following demolition of existing improvements, stabilize areas not scheduled for immediate construction with planted vegetation or erosion control blankets; ▪ Collect stormwater runoff into stable drainage channels from small drainage basins, to prevent the buildup of large, potentially erosive stormwater flows; ▪ Direct runoff away from all areas disturbed by construction; ▪ Use sediment ponds or siltation basins to trap eroded soils before runoff is discharged into on-site channels or the combined sewer system; ▪ To the extent possible, schedule major site development work involving excavation and earthmoving activities during the dry season (May through September); ▪ Develop and implement a program for the handling, storage, use, and disposal of fuels and hazardous materials. The program should also include a contingency plan covering accidental hazardous material spills; ▪ Restrict vehicle cleaning, fueling, and maintenance to designated areas for containment and treatment of runoff; and ▪ After construction is completed, inspect all on-site drainage facilities for accumulated sediment, and clear these facilities of debris and sediment as necessary. Implementation of these measures would reduce the risk of soil erosions and contaminant spills during Project remediation and construction to a ***less-than-significant level.***	individual Project Sponsor(s)	Phase 1		design and construction plans
Noise				
Mitigation 13-1: Project-Facilitated Remediation-, Demolition-, and Construction-Period Noise. Reduce program-related individual project	Project Sponsor(s) and project	Provide information regarding compliance prior	DPW; DBI	DPW/DBI to review information prior to

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Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
remediation-, demolition-, and construction-period noise impacts on nearby residences and businesses by incorporating conditions in project demolition and construction contract agreements that stipulate the following conventional noise abatement measures: ▪ *Remediation and Construction Plans.* For major noise generating remediation and construction activities, prepare detailed remediation and construction plans identifying schedules. The plans shall identify a procedure for coordination with nearby noise ▪ *Remediation and Construction Scheduling.* Ensure that noise generating remediation and construction activity is limited to between the hours of 7:00AM to 8:00PM, Monday through Friday, and noise levels generated by construction are prohibited on Saturdays, Sundays, and holidays (San Francisco Municipal Code Section 2908) ▪ *Remediation and Construction Equipment Noise Limits*. Limit all powered remediation and construction equipment to a noise level of 80 dBA or less when measured at a distance of 100 feet or an equivalent sound level when measured at some other convenient distance (San Francisco Municipal Code Section2907) ▪ *Impact Tools and Equipment.* Equip all impact tools and equipment with intake and exhaust mufflers that are in good condition and appropriate for the equipment. Equip all pavement breakers and jackhammers with acoustically attenuating shields or shrouds that are in good condition and appropriate for the equipment (San Francisco Municipal Code Section 2907) ▪ *Equipment Locations.* Locate stationary noise-generating equipment as far as possible from sensitive receptors when sensitive receptors adjoin or are near a remediation or construction site. ▪ *Remediation and Construction Traffic.* Route all remediation and construction traffic to and from the sites via designated truck routes where possible. Prohibit remediation- and construction-related heavy truck traffic in residential areas where feasible. ▪ *Quiet Equipment Selection.* Use quiet equipment, particularly air compressors wherever possible. ▪ *Temporary Barriers.* Construct solid plywood fences around	contractor(s)	to building permit issuance		prior to construction site permit

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Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
remediation and construction sites adjacent to residences, operational businesses, or noise-sensitive land uses. ▪ *Temporary Noise Blankets.* Temporary noise control blanket barriers should be erected, if necessary, along building facades of construction sites. This mitigation would only be necessary if conflict occurred which were irresolvable by proper scheduling. (Noise control blanket barriers can be rented and quickly erected.) *Noise Disturbance Coordinator.* For Zone 1 remediation and larger individual construction projects, the City may choose to require project designation of a "Noise Disturbance Coordinator" who would be responsible for responding to any local complaints about remediation or construction noise. The Disturbance Coordinator would determine the cause of the noise complaint (e.g. starting too early, bad muffler, etc.) and institute reasonable measures to correct the problem. Conspicuously post a telephone number for the Disturbance Coordinator at the remediation/construction schedule. (The project sponsor should be responsible for designating a Noise Disturbance Coordinator, posting the phone number, and providing schedule notices. The Noise Disturbance Coordinator would work directly with an assigned City staff member). Implementation of these measures would reduce this intermittent, short-term, Project remediation- and construction period noise impact to a ***less-than significant level.***				
Mitigation 13-2: Project-Facilitated Groundborne Vibration Levels. Prior to the development of habitable buildings within 110 feet of the centerline of the nearest railroad tracks, or within 55 feet of the light rail tracks, a site-specific vibration study shall be required demonstrating that ground borne vibrations associated with rail operations either (1) would not exceed the applicable FTA ground borne vibration impact assessment criteria (see Table 13.5 of this EIR), or (2) can be reduced to below the applicable FTA criteria thresholds through building design and construction measures (e.g., stiffened floors). Implementation of this measure would reduce this potential intermittent vibration impact to a ***less than significant level.***	Project Sponsor(s) and construction contractor(s)	Design Review Approval	DPW, DBI	DPW/DBI to review information prior to issuance of construction site permit

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Mitigation 13-3: Potential Exposure of New, Project-Facilitated Noise-Sensitive Development to Ambient Noise Levels Exceeding Standards. Site-specific noise studies consistent with the requirements of the State Building Code (SBC) shall be conducted for all new Project-facilitated residential uses within 75 feet of the Caltrain line and along the Bayshore Boulevard frontage to identify appropriate noise reduction measures to be included in project final design. Each noise study must be submitted to and approved by the San Francisco Planning Department prior to City issuance of a residential building permit. Identified noise reduction measures may include	Project Sponsor(s)	Design Review Approval	Planning, DBI	Upon incorporation in all design documents
▪ Site planning techniques to minimize noise in shared residential outdoor activity areas by locating such noise-sensitive areas behind buildings or in courtyards, or by orienting residential terraces to alleyways rather than streets, whenever possible; ▪ Incorporation of an air circulation system in all affected units, which is satisfactory to the San Francisco local building official, so that windows can remain closed to maintain interior noise levels below 45 dBA L_{dn}; and ▪ Incorporation of sound-rated windows and construction methods in residential units proposed along streets or the Caltrain line where noise levels would exceed 70 dB L_{dn}; and ▪ Pre-Occupancy noise testing following a methodology satisfactory to the San Francisco Department of Health shall be completed prior to occupancy to demonstrate compliance with noise mitigation objectives. Noise levels at multi-family residential property lines around Project-facilitated development should be maintained at an L_{eq} not in excess of 60 dBA during the daytime hours and 50 dBA during nighttime hours (10:00 PM to 7:00 AM), unless ambient noise levels are higher. In those cases, the existing ambient Individual development applicants noise level would be the noise level standard. Implementation of these measures to the satisfaction of the San Francisco Planning Department would reduce potential Project related noise impacts	Project Sponsor(s)	Design Review Approval	Planning, DBI	Review in all design documents

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Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
on new residential uses to a ***less-than significant level.***				
Utilities and Service Systems				
Mitigation 15-1: Solid Waste Diversion Impacts. The City shall require that final architectural designs for individual developments permitted in the Project Area indicate adequate space in buildings to accommodate three-bin recycling containers, as detailed under this mitigation in section 15.3 (Solid Waste Disposal/Recycling) of this EIR. The City shall ensure that these provisions are included in Project-facilitated building construction prior to issuance of a Certificate of Occupancy. Implementation of this measure would reduce this impact to a ***less-than-significant level***.	Project Sponsor(s)	Each development or schematic design application	Department of the Environment	Review within each design document

IMPROVEMENT MEASURES – VISTACION VALLEY MODIFED DEVELOPMENT PROGRAM

Improvement Measures	Improvement Responsibility	Improvement Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
Transportation and Circulation				
Improvement Measure for Impacts 8-1 and 8-9 Add bus signal prioritization for all signal improvements along Bayshore Boulevard to improve transit and traffic flows.	SFMTA	Concurrently with other improvements to each applicable intersection	SFMTA	.
Improvement Measure for Impacts 8-1 **Bayshore Boulevard/Visitacion:** MTA will study the possibility of restriping the existing Visitacion Avenue connection to the west side of Bayshore Boulevard (now two travel lanes—one eastbound and one westbound) to create three lanes—one shared left through eastbound lane, one exclusive right-turn eastbound lane, and one westbound through lane. There are secondary impacts on traffic and bus operation associated with these striping changes. Implementation of this improvement measure is contingent upon future bus operations and parking demand.	SFMTA	Prior to issuance of first certificate of occupancy for any residential or commercial space within the second phase of development	SFMTA	
Improvement Measure for Impacts 8-1 **Bayshore Boulevard/Sunnydale:** MTA will study the possibility of restriping the existing Sunnydale Avenue connection to the west side of Bayshore Boulevard (now two travel lanes—one eastbound and one westbound) to create three lanes—one shared left through eastbound lane, one exclusive right-turn eastbound lane, and one westbound through lane. There are secondary impacts on traffic and bus operation associated with these striping changes. Implementation of this improvement measure is contingent upon future bus operations and parking demand.	SFMTA	Prior to issuance of first certificate of occupancy for any residential or commercial space within the second phase of development	SFMTA	
Improvement Measure for Impacts 8-1A and 8-9 Study shared use of LRV lane by buses to alleviate transit and traffic conflicts and improve anticipated delays for bus routes.	SFMTA	Prior to issuance of first certificate of occupancy for any residential or commercial space within the second phase of development	SFMTA	

IMPROVEMENT MEASURES FOR WESTERN SOMA COMMUNITY PLAN AND REZONING OF ADJACENT PARCELS (Continued)

Improvement Measures	Improvement Responsibility	Improvement Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
Improvement Measure for Impact 8-3 Queuing Impacts Study new Brisbane roadway connections that will be developed south of the site to improve access and alleviate queuing congestion.	SFMTA/City of Brisbane	Prior to issuance of first certificate of occupancy for any residential or commercial space within the second phase of development	SFMTA	
Improvement Measure for Impacts 8-1, 8-3 and 8-9 Study bus route configuration and bus stop relocations to minimize traffic and transit delays along Bayshore Boulevard.	SFMTA	Prior to issuance of first certificate of occupancy for any residential or commercial space within the first phase of development	SFMTA	
Improvement Measure for Impact 8-8 Study transportation incentives to promote rail travel for Visitacion Valley residents, once Caltrain electrification takes place and Bayshore station receives more trains.	SFMTA/Project Sponsor(s)	Prior to issuance of first certificate of occupancy for any residential or commercial space within the first phase of development	Project Sponsor(s)	Subject to Caltrain electrification schedule
Improvement Measure for Impact 8-8 Facilitate the construction of a temporary pathway to the Caltrain Station from Bayshore Boulevard.	City of Brisbane	Prior to issuance of first certificate of occupancy for any residential or commercial space within the first phase of development	Project Sponsor(s)	

IMPROVEMENT MEASURES FOR WESTERN SOMA COMMUNITY PLAN AND REZONING OF ADJACENT PARCELS (Continued)

Improvement Measures	Improvement Responsibility	Improvement Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
Improvement Measure for Impact 8-8 The City will work with the Bi-County Study team and CalTrans to explore the utilization of HOV lanes and ramp meters in San Mateo to reduce SOV.	SFMTA	Prior to issuance of first certificate of occupancy for any residential or commercial space within the first phase of development	SFMTA	
Improvement Measure for Pedestrian Safety Condition In addition to the traffic calming measures described in the Design for Development, implement Bayshore Boulevard pedestrian safety measures, such as speed radar signs on Bayshore, enhanced crosswalk marking, additional signage and motorist education for the Visitacion Valley neighborhood.	SFMTA	Prior to issuance of first certificate of occupancy for any residential or commercial space within the first phase of development	SFMTA	

Exhibit J

Visitacion Valley Schlage Lock
Transportation Demand Management Plan

Prepared for:

VISITACION DEVELOPMENT LLC

APRIL 29, 2014

TABLE OF CONTENTS

EXECUTIVE SUMMARY

This Transportation Demand Management (TDM) Plan includes a series of strategies and implementation measures intended to reduce single vehicle occupant travel while enhancing alternate modes of transit in conjunction with the Visitacion Valley Schlage Lock Development Project (Project).

By promoting walking, bicycling, mass transit, and alternative modes of transportation, the TDM Plan seeks to limit single occupancy vehicle trips to no more than 70 percent of total vehicle trips. Several of the Project's land use features, including its mixed-use design, relatively high density, and proximity to existing transit centers will aid in achieving this goal. The Project will emphasize walking and bicycling through streetscape improvements, improved safety, wayfinding, and transit center interconnection. Onsite parking will be disincentivized both due to its limited nature and because parking spaces will sold or rented separately from for sale or rental units, respectively. Moreover, the TDM Plan encourages the use of car and van pooling.

In addition to the features listed above, the TDM Plan incorporates the following key transportation demand management enhancements which go beyond any obligations imposed under existing law (e.g., the Planning Code) and the Project's mitigation monitoring and reporting program.

1. **TDM Coordinator**: The Project will employ a dedicated TDM Coordinator, who will be responsible for undertaking promotional activities, distribution of information, trip planning, inter-agency coordination and monitoring in order to achieve the TDM Plan's goals.

2. **Mode Split Monitoring**: The TDM Coordinator and the Developer will be responsible for monitoring the success of the TDM Plan. Monitoring will include extensive resident, employee and visitor travel surveying. If the periodic surveys indicate that the Project has not met the desired mode split goal (no more than 70 percent single occupancy vehicle trips), the Developer will be required to meet and confer with the City, and may ultimately be required to pay a $30,000 fee to the San Francisco Municipal Transit Agency (SFMTA) for traffic demand management and transportation improvements in the Project area any time a required survey indicates that the mode split goal is not being attained.

3. **Car Share Subsidies**: The TDM Plan encourages the use of car sharing by Project residents. Therefore, each household that moves to the Project site will receive a one-year membership to an on-site car share vendor for all new households within the Project as well as three hours of driving credit with that vendor. Individual rental units and for-sale units may receive maximum cumulative car sharing benefits totaling $250 and $100, respectively.

4. **Transit Pass Subsidies**: Each household will receive $30 per month in Clipper Card credit that can be spent on any transit system that accepts Clipper. This subsidy will be provided continuously for 15 years for each dwelling unit.

5. **Increased Bicycle Parking**: Article 1.5 of the Planning Code, the Project would be imposes standard bicycle parking requirements for various uses. The TDM Plan requires the Developer to provide 150% of the amount of bicycle parking spaces required by the Code.

1.0 INTRODUCTION

Visitacion Valley Schlage Lock Development Project (Project) proposes to build a mixed-use transit-oriented community in a 20-acre portion of the Visitacion Valley/Schlage Lock Design for Development Area: Zone 1 (Schlage Lock Site) owned by Visitacion Development LLC or its Assignees (Developer) that is being redeveloped pursuant to a Development Agreement with the City and County of San Francisco.

The Schlage Lock site consists of the former Schlage Lock factory located east of Bayshore Boulevard bounded on the east by Tunnel Avenue and on the south by the county line and properties fronting Bayshore Boulevard and Leland Avenue.

Schlage Lock Project Site and Surrounding Neighborhood

The Project includes up to 1,679 new residential units. There will also be approximately 46,700 square feet of neighborhood serving commercial development and approximately 15,000 square feet of community-serving, cultural, institutional and educational spaces. The Project will construct pedestrian-friendly streets and foster sidewalk activity by providing multiple street level entrances to new residential and retail buildings and improving pedestrian safety along Bayshore Boulevard through pedestrian-oriented intersections.

The Environmental Impact Report (EIR) and the subsequent Addendum estimated that the implementation of the Project would generate approximately 11,318 vehicle trips on a weekday daily basis, including 1,505 vehicle trips during the AM peak hour and 1,606 vehicle trips during the PM peak hour. These vehicle trips reflect assumption that 70 percent of the project-related person trips would be made by automobiles.

As part of the efforts to reduce the project-generated vehicle trips, this document – the Visitation Valley Schlage Lock Transportation Demand Management (TDM) Plan – presents various strategies that would reduce single occupant vehicle (SOV) travel and increase the use of rideshare, transit, bicycle and walk trips to and from the Project Area. Typically TDM programs include both "carrot" and "stick' elements. Incentives are much more effective when accompanied by disincentives and, vice versa, disincentives are most effective when viable alternatives to driving SOVs are provided. As such, there are two distinct approaches to implementing the proposed TDM programs. The first approach involves land use factors and various sustainable and smart street design features that encourage alternative modes of travel, and the second approach involves efforts to reduce reliance on SOV use. To this end, the Schlage Lock TDM Plan commits the Developer to certain notable program improvements above those required under applicable code provisions to encourage new modes of travel.

The following sections present the elements of the proposed TDM programs, the estimated costs of strategies and proposed funding sources to cover these costs.

2.0 TRANSPORTATION DEMAND MANAGEMENT (TDM) OVERVIEW

The overarching goal of the TDM Plan is to promote walking, bicycling, transit and other alternative modes of transportation to driving alone. In order to achieve this goal, the TDM Plan recommends a combination of land use and infrastructure improvements and supporting programs to increase the likelihood of shifting transportation mode split away from SOV trips. This section summarizes these strategies.

2.1 Design Strategies

2.1.1 Land Use Factors

- **Mixed-Use Development** – The Project will provide proper mixes of multiple land uses in the project site including residential, commercial, and community-serving uses. Providing different types of land uses close together affects people's travel patterns. For example, locating a grocery store and a variety of retail options within a close proximity to residential development would reduce travel distances and allow more walking and cycling trips for the on-site residents and for neighbors in the wider Visitacion Valley.

- **Higher Density Development** – The Project proposes to provide infill housing and commercial developments along the Bayshore and Leland commercial corridors. Increasing the land use density would likely decrease travel distances and travel speed by providing a more compact, mixed, and walkable environment. It will also increase the likelihood of having potential destinations within proximity of one's residence, reducing travel distances and the need for automobile travel.

- **Proximity to Transit Center** – The majority of the Schlage Lock site is located within a reasonable walking distance of ¼ mile from the Bayshore Caltrain Station or the light rail transit stops on Bayshore Boulevard. The Project promotes the use of transit by building well-lit, pedestrian-friendly connections to transit stops from adjacent parcels and by enhancing the attractiveness, safety and functionality of transit stop locations adjacent to the Schlage Lock site.

Site Land Use Plan

2.1.2 Street Designs

People walk more when destinations are within close proximity and are accessible through safe and interesting areas with storefronts, street trees, street furniture and other pedestrian-oriented amenities. The Project will include the following streetscape improvements that promote such travel behaviors in and near the Schlage Lock site.

Leland Avenue Streetscape Improvements

- **Streetscape Improvements** – Carry out streetscape improvements for Leland Avenue extension, Bayshore Boulevard, Sunnydale Avenue and Tunnel Avenue which include enhanced landscaping, lighting, signage and traffic calming where needed.

- **Pedestrian-Oriented Streetscape** – Provide new streets and pedestrian pathways to serve new development parcels in the Schlage Lock site. Implement the pedestrian-oriented streetscape plans that have been designed for all new roadways, and facilitate improvements to existing street intersections.

- **Improve Pedestrian Safety** – Assist City departments in implementing pedestrian and bicycle safety programs, including street and sidewalk improvements, traffic calming projects and expansion or improvement of the local bicycle network. Improve the safety, pedestrian-orientation and look of Bayshore Boulevard through traffic calming and enhanced sidewalks. Install "bulb-outs" at certain street corners to improve pedestrian safety and create space for sidewalk amenities such as trees/plants, bicycle racks, and public art.

- **Wayfinding** – A comprehensive wayfinding signage program will support the network of walkways and shared-use paths, encouraging pedestrian and bicycle trips.

- **Pedestrian-friendly Destinations** – Develop family-oriented, pedestrian-friendly destinations for leisure and shopping, such as picnic tables and playground areas.

- **Connection to Transit Centers** – All streets within the Schlage Lock site leading to the Caltrain Station and future bus rapid transit (BRT) stops will have sidewalks, crosswalks, and lighting.

These design strategies are expected to affect people's travel behaviors and complement the various TDM strategies listed in **Section 2.2**.

2.2 Transportation Demand Management Programs

2.2.1 Designate a TDM Coordinator

The Property Owner(s) (i.e., landowners, building owners, homeowners' associations, or apartment operators, etc) would improve the management of the TDM program by appointing a dedicated part-time TDM Program Coordinator (Coordinator) responsible for the oversight of the program. The Coordinator will be in charge of the following activities:

- **Promotional Activities** – Promote and manage implementation of the TDM program by participating in various activities listed in **Section 2.2.3**.

- **Information Distribution** – Develop information package of transportation services on project site including transit routes and schedules and connections to bicycle routes. Distribute the information package to new homeowners, tenants, and employees. The Coordinator will also maintain a website which provides transportation-related data and real-time transit information.

- **Monitoring Progress** – Monitor the progress of TDM programs by conducting travel surveys as outlined in **Section 2.2.2.**

- **Trip Planning** – From the day that the first family moves in, a plan will be in place to help people discover alternatives to driving alone in a car. The Coordinator will provide information package of transportation services to new homeowners, tenants and employees and help them plan trips using alternative mode of transportation.

- **Coordination** – Work with transportation agencies, and others to promote transit, vanpooling, carpooling and carsharing, bicycling and walking in and around the Schlage Lock site.

2.2.2 Monitor Progress of TDM Programs

The Coordinator will conduct resident, employee and visitor travel surveys in order to monitor and improve the effectiveness of TDM Programs.

Mode Split Monitoring. The Coordinator, with the assistance of the Developer, will design, conduct and submit a written report on that status of implementing all TDM measures required by this TDM plan. The report will also contain the results of a survey of residents, employees', and visitors' travel behavior. The survey shall include (a) car and bike parking occupancy, (b) driveway ins/outs, and (c) an assessment of auto mode share to assess whether the project is meeting its project's target mode split of 70% auto trips and 30% all other modes of travel, consistent with its EIR. The first survey will be conducted when the first 400 residential units are constructed and occupied. Additional surveys will be conducted every two years thereafter.

Each study will either provide evidence that the Project has achieved a goal of a maximum auto mode share of 70% or less or state that the Project has not achieved this goal and provide an explanation of how and why the goal has not been reached and a proposal for additional measures that will be adopted in the coming two years to attain the TDM goal. If any study indicates that the Project has not reached the mode split goal, the Developer and SFMTA shall meet and confer to determine a reasonably achievable program of additional measures for attaining the TDM goal. If SFMTA and the Developer are unable to reach agreement on a program of additional measures

within 90 days of the completion of the study, or within a longer period of time if agreed to by both parties, the Developer will pay SFMTA $30,000 (in FY 2014 dollars adjusted by CPI) within 60 days following the end of the meet and confer period. These funds will be used by SFMTA solely for transportation demand management or transportation improvements related to the Visitaction Valley Schlage Lock traffic area as determined by SFMTA. The format of the survey and study will be prepared in consultation with the SFTMA.

The Coordinator will monitor and update, as appropriate, the TDM Program once every two years based on the results of the surveys, even if the surveys indicate that the mode split targets have been achieved.

2.2.3 Promote TDM Program

The TDM Coordinator will enhance the effectiveness of the TDM program by implementing the following additional promotional activities:

An example of Transportation Fair

- **Host Transportation Day Fair** – Organize and conduct a Transportation Day Fair annually. The Coordinator shall invite representatives from local and regional transportation agencies, the Bicycle Coalition, 511 Rideshare, and carshare companies to attend the fair and provide information about transit, ridesharing, bicycling, car sharing, etc.

- **Encourage Participation** – The fair should be accessible to the general public and include incentives, such as free food and drinks and drawings for transit passes, bicycles, or other prizes, that would attract employees and residents to attend the fair.

- **Information distribution** – Publish a newsletter or an e-mail newsletter with annual updates on transit and travel issues within the Schlage Lock site, highlights of TDM program elements and benefits, and contact information for Coordinator and useful resources.

- **Designated Website** – Create a dedicated intranet/web site/page containing relevant information on transit, paratransit, taxi, airport shuttle, bicycle, and parking, as well as related links.

- **Commuter Benefits Program** – Work with major employers/businesses to consider participating in the Commuter Benefits program for tax-free paycheck deductions of transit and bicycle commuter expenses.

2.2.4 Parking Strategies

Property Owner(s) will increase financial incentives to alternative modes of travel and disincentives for SOV usage by enforcing the following parking policies:

Examples of Parking Strategies

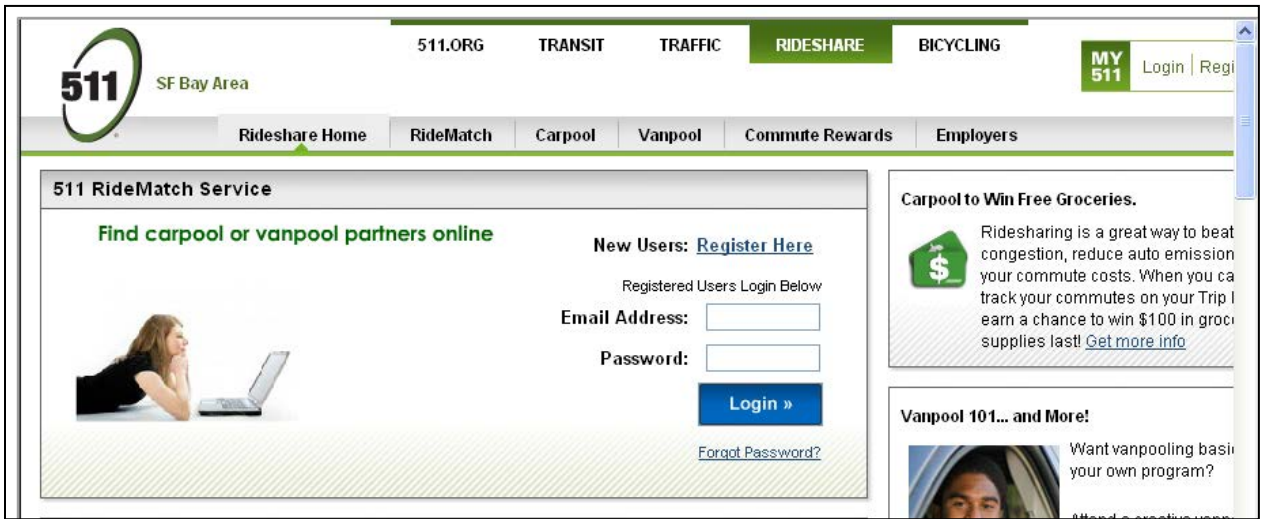
- **Maximum Permitted Parking** – Construct no more than one off-street parking space per residential unit, as required by the project's design controls.

- **Unbundled Residential Parking** – Sell or lease "unbundled" residential parking separately from units, as required by City code. Unbundling parking makes the cost of parking visible to households, and may encourage some residents to save money by opting for a single off-street space or no dedicated parking. Unbundled parking would also serve as a "self selection" incentive for residents who prefer to live in car-free or car-reduced neighborhoods.

- **On-Street Parking Management** – Cooperate with the SFMTA's parking management strategy, which may result in the installation of time restriction signage, residential permit parking areas, and/or on-street metered/paid parking, where appropriate on public streets.

- **On-going Efforts (Post-Buildout) –** The Coordinator will identify and report potential parking management improvements to Property Owners.

2.2.5 Promote Carpool/Vanpool



511.org SF Bay Area Rideshare Website

- **Coordinate with 511 Rideshare** – The Coordinator will work with 511 Rideshare, a web-based rideshare matching program which helps single occupancy vehicle (SOV) drivers to find a potential partner to carpool or vanpool with, to establish a rideshare matching program.

- **On-going Efforts (Post-Buildout) –** The Coordinator will promote 511 Rideshare via written material, website, and at the Transportation Fair.

2.2.6 Promote CarSharing

Property Owner(s) will promote car sharing by providing the following car sharing amenities:

Examples of dedicated "car sharing" parking spaces

- **Dedicated Car Share Parking** – Provide a sufficient number of dedicated "car sharing" for lease to vendors (e.g., City CarShare, ZipCar, or similar businesses and organizations) that will meet the required car sharing requirements set forth in the Visitacion Valley/Schlage Lock Special Use District.

- **Introductory Car Share Membership** – Each household, through its building owner or homeowners association, will receive a one-year membership to a car share vendor that makes vehicles available on the Schlage Lock site, including the payment of any costs associated with application processing. Each household will also receive enough driving credit to cover at least three hours of driving in the least expensive vehicle available on-site from that vendor.

  The commitment to provide such benefits shall be for a maximum cost of $250 for rental units and $100 for for-sale units. Each new household to rent an apartment or purchase a condominium at the Project site will receive the car share benefits described in the previous paragraph, even if that household is not the initial purchaser or lessee, unless the cumulative car share expenditure associated with that household's particular unit has met or exceeded the maximum cost for its tenure type as described in this paragraph. Once the maximum cost has been incurred for a particular unit, that unit's homeowners association or landlord may elect to exempt all subsequent purchasers or lessees of that unit from the car share membership requirement. The difference in maximum costs between rental and for-sale units reflects the expectation that rental units will turn over more frequently, so each rental unit will be required to provide this car share benefit to more households during the term of the Development Agreement.

  Each building owner or homeowners association may elect whether to break out this car share cost as a distinct line item on a unit's sale or lease price.

  If at any point in the future the City establishes a bulk car share membership program, the Developer or any Schlage Lock building owner may request that SFMTA replace this Schlage Lock-specific car share membership requirement with the City's program or a variation thereof. So long as the City's program or proposed variation thereof would provide an equivalent or superior car share benefit to Schlage Lock's residents, this request shall not unreasonably be denied.

- **Site-License Program –** Investigate and implement, where feasible, "site license" arrangement with a car share vendor that would allow reduced cost memberships to the onsite employees and residents who are not participating in the Introductory Car Share Membership program described above.

- **On-going Efforts (Post-Buildout) –** The Coordinator will promote car sharing via written material, website, and at the Transportation Day Fair.

2.2.7 Promote Bicycling

Property Owner(s) will promote bicycle usage by providing the following:

Pedestrian and bicycle facility improvements along Bayshore Boulevard and throughout the site.

- **Enhanced Bicycle Facilities** – All new streets and intersections have been designed with consideration for the convenient and the safety of pedestrians and bicycles and with connections to any Class I, II, and III bicycle routes adjacent to the site.

- **Bicycle Support Facilities** – Install bicycle parking spaces in each building and provide various bicycle support facilities, in accordance with the Design for Development and Open Space and Streetscape Master Plan, to encourage bicycling, including outdoor bike racks, bike-sharing stations, and indoor bike storage. The Property Owner will include a number of bicycle parking spaces that is 1.5 times the amount of parking spaces required under the provisions of Article 1.5 of the Planning Code. The property owner will also provide shower(s) and/or changing space, as described in the Planning Code, in individual commercial units greater than 10,000 square feet.

- **Bicycle Sales or Rental** – Market onsite retail spaces to bicycle sales or rental vendors.

- **Bicycle Wayfinding** – Provide a comprehensive wayfinding signage program that would support the network of walkways and shared-use paths, encouraging pedestrian and bicycle trips.

- **On-going Efforts (Post-Buildout) –** The Coordinator will work with the cities of San Francisco, Brisbane, Daly City, and other organizations to investigate the feasibility of providing a Shared Bicycle Program. The Coordinator will also promote bicycling through "Bike to Work Day" and other bike safety events.

2.2.8 Promote Transit Usage

Property Owner(s) will promote transit usage by providing the following:

Examples of transit strategies

- **On-Site Transit Pass Sales** – Provide on-site sale of transit passes in the grocery store.

- **Enhanced Transit Service** – Work with SamTrans, Caltrain JPB, and SFMTA to provide transit shelters at the bus stops located within or adjacent to the Schlage Lock site and to install "Next Bus" or similar technology at a prominent location to provide transit users with real-time transit and shuttle bus arrival time information.

  Resident Transit Pass – Require that all households, through their building owners or homeowners associations, receive Clipper Card credit each month that can be spent on any transit system that accepts Clipper. The amount of Clipper Card credit will be $30 per household until 2016, at which point it will begin increasing by $4 every five years such that it will increase to $34 per household in 2021, to $38 per household in 2026, etc. For each housing unit, the transit pass contribution requirement will continue for fifteen years from that unit's date of initial occupancy. Each building owner or homeowners association may elect whether to break out this cost as a distinct line item on a unit's sale or lease price.

- **On-going Efforts (Post-Buildout) –** The Coordinator will work with transit operators to obtain group discount for transit pass costs and will promote transit use via written material, website, and at the Transportation Day Fair.

2.2.9 Encourage Walking

Property Owner(s) will encourage walking onsite by providing the following pedestrian amenities:

A rendering of Schlage Greenway, lined with active residential uses and connected to the Brisbane Baylands.

- **Enhanced Pedestrian Facilities** – All new streets and intersections have been designed with consideration for the convenient and the safety of pedestrians and bicycles.
- **Pedestrian Connection to Transit** – Provide sidewalks, crosswalks, and lighting on all streets within the Schlage Lock site leading to the Caltrain Multi-modal Transit Center and BRT stops.
- **Pedestrian Wayfinding** – Provide a comprehensive wayfinding signage program that would support the network of walkways and shared-use paths, encouraging pedestrian and bicycle trips.
- **On-going Efforts (Post-Buildout) –** The Coordinator will promote walking through "Walk to School Day" and other pedestrian safety events.

Exhibit K

Inclusionary Affordable Housing Program

1. Inclusionary Affordable Housing Program ("Inclusionary Housing Program Requirement"). Except as expressly modified by this Agreement, the Project shall satisfy the requirements of Planning Code Section 415 as of the Effective Date for all of the residential units constructed on the Project Site from and after the Effective Date (the "Inclusionary Housing Program Requirement"). The Parties shall calculate numerical amounts needed to implement the Inclusionary Housing Program Requirement (including but not limited to household income eligibility requirements, permitted rental and sales prices, and Inclusionary Affordable Housing Fee amounts) using the formulas or methodologies provided by Planning Code Section 415 as of the Effective Date but with then-current data (such as then-current household income data and fee amounts).

Not less than two-thirds (2/3) of the Inclusionary Housing Program Requirement shall be satisfied with On-site Below Market Rate ("BMR") Units. For each Principal Project meeting the Inclusionary Housing Program Requirement by delivering On-Site BMR Units, those On-Site BMR units must be constructed on the Project Site at a rate that equals 15% of the total units in the Principal Project. The number of completed On-site BMR units across the Project Site shall equal at least 10% of total completed Principal Project units at any given time. For the purpose of this agreement, the developer can meet its On-site requirement by (i) constructing BMR Units in a Principal Project within the Project Site; (ii) constructing BMR Units in no more than one building with more than 20% BMR units that is built by the Developer within the Project Site; or, (iii) through the dedication of land to the City within the Project Site. The exact number and location of BMR Units per building in each Development Phase, and the number of Inclusionary Affordable Housing Fee payments (if any), shall be identified in each Development Phase Approval.

Developer may construct or cause to be constructed (through land dedication) a greater number of On-site BMR Units than is required to meet a Principal Project's Inclusionary Housing Program On-site requirement as long as no mixed-income development parcel contains more than 15% BMR Units if not utilizing California Debt Limit Allocation Committee (CDLAC) bonds with 4% Low-Income Housing Tax Credits (LIHTC) and no more than 20% BMR units if utilizing CDLAC with 4% LIHTC. Should the Developer construct On-site BMR Units using CDLAC with 4% LIHTC, the On-site requirement remains 15% rather than any higher percentage required in the Planning Code Section 415. The income target of any BMR Units funded with CDLAC with 4% LIHTC shall be no higher than 50% of AMI under the income table used by MOHCD and not that used by the State.

Any BMR Units provided in addition to the requirement of the 15% On-site requirement shall be counted against the total number of On-site BMR Units required for the next development parcel, whether or not that next development parcel is in the same Development Phase. Except in the case of a land dedication, any On-site BMR Units must have received their First Certificate of Occupancy before or concurrently with the issuance of the corresponding Principal Project's First Certificate of Occupancy.

To satisfy the On-site requirement, Developer has the option to construct or cause to be constructed (through land dedication) an Affiliated Project. An "Affiliated Project" can be either one building with more than 20% affordable units that is constructed by Developer or one parcel of land dedicated by Developer to the City according to certain restrictions set forth in this agreement. Developer is limited to only one Affiliated Project across all Development Phases.

Any Affiliated Project that is developer-built must be built on either Parcel 1, 2, 3, 4, 5, or 6. Any Affiliated Project that is developer-built may utilize government financing in the form of CDLAC with 4% LIHTC, but no other form of government financing without the approval of MOHCD. There is no minimum parking requirement for such project, but any use of the podium space shall be programmed in consultation with MOHCD and subject to the approved of MOHCD. Any affordable units in such project will adhere to the rules and requirements of Section 415 and the Procedures Manual.

In the case of an Affiliated Project that is developer-built that becomes a 100% rental project, the parcel where the 100%-affordable Affiliated Project is located, or that parcel's air rights if the parcel's podium is shared with that of an adjacent parcel, shall be owned by the City. In the case of a rental project, Developer shall select a developer that has experience with low-income tax credit programs, tax exempt bonds, and the development and asset management of affordable housing in San Francisco. Such developer choice shall be subject to the approval of MOHCD, which shall not be unreasonably withheld.

In the case of an Affiliated Project that is developer-built that becomes an ownership project, the land or any air rights will not be owned by the City.

In the case of an Affiliated Project that is developer-built that is less than 100% affordable, the land or any air rights will not be owned by the City in either the case of an ownership or rental project.

For any Affiliated Project built by the Developer, the City reserves the right to place households within the units within the Affiliated Project. If the City opts to place a household in an Affiliated Project and that household does not meet the income threshold specified for the Inclusionary Housing Program and/or requires additional financial assistance and/or services, the City will pay any difference in such costs to the owner of the Affiliated Project. The bedroom count within the Affiliated Project must average at least two bedrooms per unit. Any Affiliated Project must adhere to the Quality Standards for Off-site BMR Units as set forth in the City and County of San Francisco Inclusionary Affordable Housing Program Monitoring and Procedures Manual ("Procedures Manual"), as amended from time to time. Such rules are not required for an Affiliated Project that is a land dedication.

In the case of any land dedication, the dedicated site must be sized based on either a Modified Type III or Type V over I construction type.

2. Permitted Updates; No Conflicts. Notwithstanding the foregoing, the Parties shall implement the Inclusionary Housing Program Requirement in accordance with the provisions of Planning Code Section 415 and the Procedures Manual, as published by MOHCD and as updated from time to time, except for any updates or changes that conflict with the requirements of this

Agreement as set forth in Section 2.2.2. In addition, the following changes shall be deemed to conflict with this Agreement and therefore shall not apply to the Project Site: (i) any increase in the required number or percentage of BMR Units; (ii) any change in the minimum or maximum area median income (AMI) percentage levels for the BMR Units pricing or income eligibility; (iii) any change in the permitted On-site to Off-site or Affordable Housing Fee ratio as set forth in this Agreement and (iv) any change that conflicts with the express provisions of this Section 4.2. The income levels used for pricing and selling any BMR units shall be based on the unadjusted median income levels derived from the Department of Housing and Urban Development on an annual basis for the San Francisco area, adjusted solely for household size, but not high housing cost area.

3. Satisfaction of Inclusionary Housing Program Requirement. The Parties acknowledge that the satisfaction of the Inclusionary Housing Requirement for any Principal Project must occur before or concurrently with the construction of new Principal Project Market Rate Units. To ensure the foregoing policy goal is met, Developer shall submit a written intent to the San Francisco Planning Department and MOHCD before each phase approval indicating the manner in which the Inclusionary Housing Requirement will be satisfied with respect to each Principal Project within each phase, which may include (i) construction of BMR Units within the Principal Project; (ii) construction of BMR Units within up to one building with more than 20% BMR units within that Development Phase; (iii) attribution of excess units in a building that was completed in a previous phase; (iv) payment of the Affordable Housing Fee, but only for a limited portion of the Inclusionary Housing Program requirement, such that the number of On-site affordable housing units is no less than 10% of total completed Principal Project units at any given time; (v) construction of BMR Units outside of the boundaries of the Project Site through the Off-site option as set forth in Planning Code Section 417.7 and the Procedures Manual, such that the number of On-site affordable housing units is no less than 10% of total completed Principal Project units at any given time; and, (vi) dedication to the City of a development-ready parcel, with utilities and all other site preparation complete and entitled for housing that is equivalent in size and quality to the Principal Project(s) seeking approvals within the same development phase, following the rules and requirements set forth in the Procedures Manual but for rules regarding the amount of land to be dedicated. Any land dedication proposal is subject to approval from MOHCD.

BMR units delivered through options (i), (ii), or (iii) may satisfy a Principal Projects' Inclusionary Housing Program requirement by providing BMR units On-site at a rate that equals 15% of the total units in the Principal Project. Option (iv) may satisfy a Principal Project's Inclusionary Housing Program requirement at a rate that equals 20% of the Principal Project's units and option (v) may satisfy a Principal Project's Inclusionary Housing Program requirement at a rate that equals 23% of the Principal Project's units. Under option (vi), three (3) units of Development Capacity will be considered equivalent to one (1) complete BMR unit as delivered through option (i), (ii), or (iii), where Development Capacity is defined as the total number housing units entitled under the Site's current zoning and design controls, provided that the average entitled unit size is equivalent to that of the Principal Project(s) seeking approvals within the same development phase.

The location and the minimum and maximum number of BMR Units in each Principal Project and Affiliated Project (or the satisfaction of the Inclusionary Housing Program Requirement through payment of the Affordable Housing Fee as permitted by this Agreement) shall be subject to the review and approval of the San Francisco Planning Department and the Director of MOHCD, which approval shall not be unreasonably withheld but shall be consistent with the practices and policies of the San Francisco Planning Department and MOHCD in other areas of the City and consistent with the terms of this Development Agreement; *provided*, *however*, that no more than fifteen percent (15%) of the units within a building other than the Affiliated Project may be BMR Units, unless the building is utilizing CDLAC and 4% LIHTC, in which case no more than twenty percent (20%) of the units may be BMR units.

If the approved manner of satisfying the Inclusionary Housing Program requirement for a Principal Project is to construct On-site Units in buildings other than the Affiliated Project, those units must have received their First Certificate of Occupancy before or concurrently with issuance of the First Certificate of Occupancy for the corresponding Principal Project.

If the approved manner of satisfying the Inclusionary Housing Program Requirement for a Principal Project includes the construction of BMR units in an Affiliated Project, such units in the Affiliated Project must have received their First Certificate of Occupancy before or concurrently with issuance of the First Certificate of Occupancy for the corresponding Principal Project unless the Developer has delivered to the City a security instrument guaranteeing the completion of the BMR units within 12 months of the receipt of the First Certificates of Occupancy. This security instrument shall be a letter of credit or an equivalent security instrument to the satisfaction of MOHCD.

If the approved manner of satisfying the Inclusionary Housing Program Requirement for a Principal Project includes the dedication of land to the City within the Project Site, any dedicated land must be conveyed before the issuance of the First Construction Document for the corresponding Principal Project. If the approved manner of satisfying the Inclusionary Housing Program Requirement for a Principal Project includes the payment of the Affordable Housing Fee, then the payment of such Affordable Housing Fee must be made before the issuance of the First Construction Document for the Principal Project. If the approved manner of satisfying the Inclusionary Housing Program Requirement for a Principal Project includes construction of BMR Units outside of the boundaries of the Project Site, those units must have received their First Certificate of Occupancy before or concurrently with issuance of the First Certificate of Occupancy for the corresponding Principal Project.

VISITACION VALLEY SCHLAGE LOCK
INFRASTRUCTURE PLAN

MAY 28, 2014

Prepared by

BKF Engineers
with assistance from Visitacion Development LLC,
AECOM, GLS Landscape Architects, Treadwell and Rollo
and CHS Transportation Consultants

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FIGURES

APPENDICES

1. INTRODUCTION / PROJECT DESCRIPTION

1.1 Purpose

This Infrastructure Plan is an accompaniment to and is referenced in the Development Agreement (DA) between Visitacion Development LLC or its Assignees (Developer) and City and County of San Francisco (City). The DA outlines the infrastructure responsibilities of the City and the Developer. This Infrastructure Plan defines the site and infrastructure improvements required to construct the Schlage Lock Development Project (Project), including the information contained in Sections of the document covering Environmental Remediation, Demolition, Grading, Street and Transportation Improvements, Open Space and Park Improvements, Potable Water System, Combined Sewer System, Stormwater Management System, and Dry Joint Utility System, as well as associated responsible parties in charge of implementing and operating the improvements. The area encompassing these infrastructure improvements consists of the approximately 20-acre portion of the Visitacion Valley/Schlage Lock Design for Development Area defined as Zone 1 (Schlage Lock Site), which is owned by the Developer and is being redeveloped pursuant to the DA.

The overall project description, location, proposed street and open space designs and the nature of the development within the Schlage Lock Site are described fully in the Visitacion Valley/Schlage Lock Open Space and Streetscape Master Plan (Open Space and Streetscape Master Plan) prepared by AECOM and GLS Landscape/Architecture.

The definitions of development-related terms as defined in the DA shall apply to this Infrastructure Plan.

1.2 Land Use Program for the Infrastructure Plan

Anticipated land uses at the Schlage Lock Site include up to 1,679 residential units, approximately 46,700 square feet of retail space and the rehabilitation of an approximately 18,000-square-foot historic building as a community-serving use. These land use plan numbers have been used to develop utility demands. Although, the land use plan may be adjusted in the future, subsequent to the applicable planning process, in order to implement the project. Refer to Figure 1.1 for proposed site parcelization.

1.3 Infrastructure Plan Overview

This Infrastructure Plan will govern the construction and development of infrastructure in the Schlage Lock Site and off-site work needed to support the proposed development project

(Project). This Infrastructure Plan may be modified to the extent that such additional infrastructure is mutually agreed to by the City and the Developer consistent with the terms of the DA.

This Infrastructure Plan and project DA define infrastructure improvements to be provided by the Developer for the Schlage Lock Site. The Project infrastructure obligations of the City and its agencies and departments are described in the DA. While some infrastructure improvements to be provided by City agencies and other governmental agencies are described, their inclusion herein is not intended to be inclusive of all improvements to be provided by City agencies and other governmental agencies.

1.4 Property Acquisition, Dedication, and Easements

The mapping, street vacations, property acquisition, dedication and acceptance of streets and other infrastructure improvements will occur through the Subdivision Mapping process. Except as otherwise noted, infrastructure described in this Infrastructure Plan shall be constructed within the public right-of-way or dedicated easements to provide for access and maintenance of infrastructure facilities.

Public service easements will be allowed within the Schlage Lock Site as necessary to provide infrastructure and services to the Project. Proposed public water, wastewater, and power easements benefitting the SFPUC on private property will be reviewed on a case-by-case basis. Full access for vehicles and equipment for the maintenance and repair of utility mains is required. Restrictions to surface improvements in access easements will be defined in the review of the improvements for the parks and adjacent rights-of-way, in future easements, or in other interagency agreements. Public utilities within easements will be installed in accordance with the standards in this Infrastructure Plan and applicable City regulations for public acquisition and acceptance within public utility easement areas, including provisions for maintenance access; however, such areas shall not be required to be dedicated as public right-of-ways or improved to public right-of-way standards.

1.5 Project Datum

All elevations referred to herein are based on the City of San Francisco datum.

1.6 Conformance with EIR & Entitlements

This Infrastructure Plan has been developed to be consistent with project mitigation measures required by the Environmental Impact Report (EIR) and other entitlement

documents. Regardless of the status of their inclusion in this Infrastructure Plan, the mitigation measures of the EIR shall apply to the Project. Applicable sound and vibration studies required by the EIR will be completed during the approval process for each individual development parcel.

1.7 Applicability of Uniform Codes and Infrastructure Standards

Future modifications to this Infrastructure Plan and/or existing City Standards, Guidelines, and Codes are subject to the requirements of the DA.

1.8 Project Phasing

It is anticipated that the Schlage Lock Site will be developed in several phases. Each phase will be further divided into development blocks (Blocks). The Developer shall indicate the phase limits upon submittal of each Phase Application, as further defined in the DA. Phase Applications will include a brief description of the infrastructure required to serve the proposed development. The Developer may submit Phase Applications, for one or more Blocks, that would include a description of utilities and transportation improvements planned for each Block and shall correspond to improvements to be provided with the applicable subdivision map. The information provided with each Phase Application will be consistent with the procedures outlined in the project DA. In order to maintain flexibility in determining infrastructure requirements, an infrastructure phase is defined as the access, utility and open space improvements necessary to accommodate development included in a single Phase Application.

1.9 Phases of Infrastructure Construction

The Developer will design and install the new infrastructure in advance or to match the construction buildout phasing of the Project and to serve the Blocks. The extent of the proposed infrastructure installation within each Block will be based on an "adjacency" principle. Adjacency, or adjacent infrastructure, refers to infrastructure which is near to and may share a common border or end point with a Block but is not immediately adjoining or contiguous with a Block, and represents the minimum necessary to serve the Block. The infrastructure required for successive Blocks will connect to the existing infrastructure systems as close to the edge of the proposed Block as possible with permanent and/or temporary systems while maintaining the integrity of the existing system for the remainder of the Schlage Lock Site. The conceptual limits of the existing infrastructure to be demolished as well as conceptual layouts of the permanent and/or

temporary infrastructure systems for each Block will be provided as part of the construction document submittals for that Block or Phase. Repairs and/or replacement of the existing facilities necessary to serve the Block will be designed and constructed by the Developer.

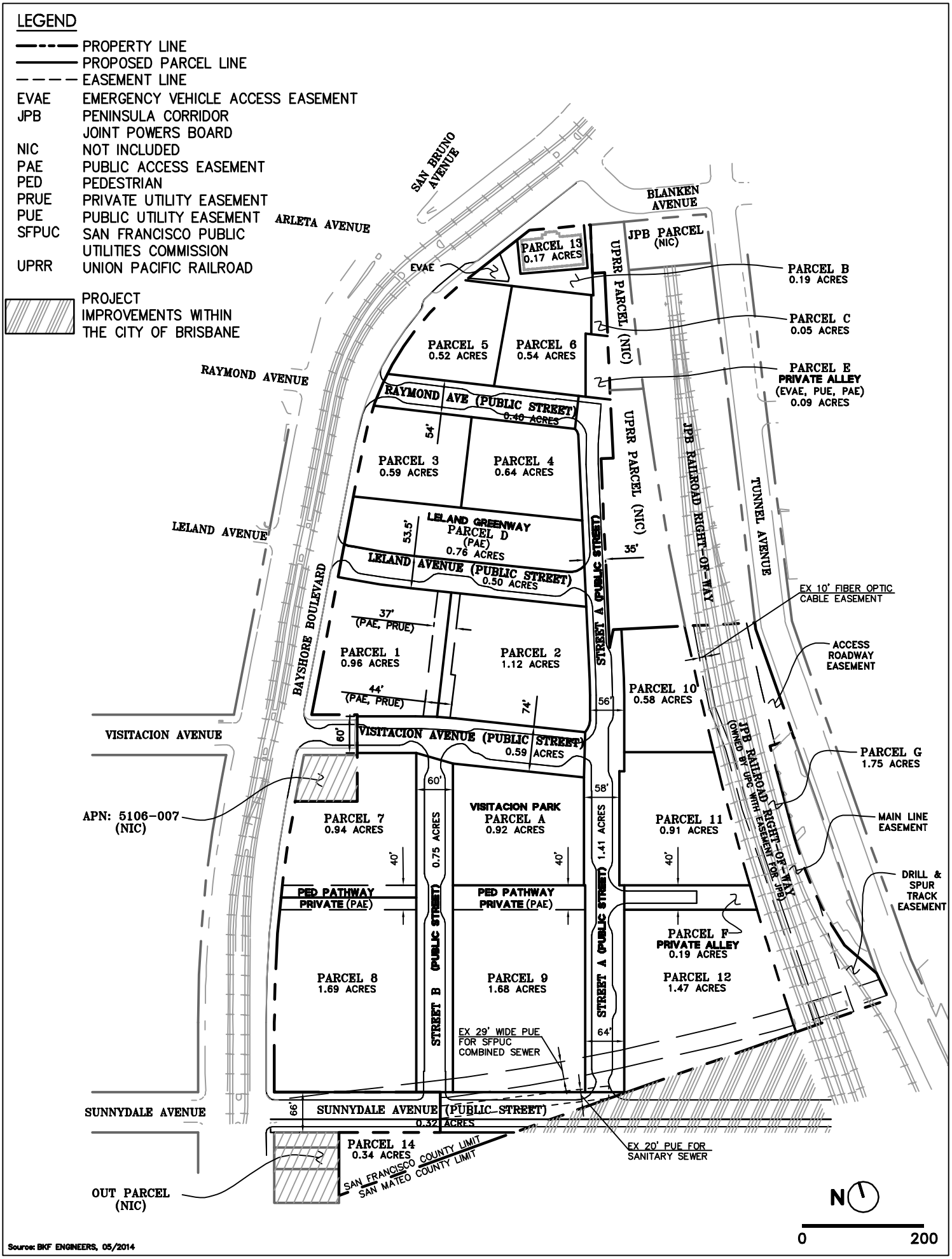
The City will be responsible for maintenance of proposed public infrastructure installed by the Developer once construction of the new infrastructure is complete and accepted by the San Francisco Department of Public Works (SFDPW), the San Francisco Department of Recreation and Parks (SFDRP), the SFMTA, or the SFPUC, except as otherwise specified in the DA. At all phases of development prior to full build out, the Developer shall demonstrate to the SFPUC that a functioning water and wastewater infrastructure system is in place at all times and complies with all City laws, codes and regulations. In addition, the Developer is responsible for maintaining a safe flow path for the 100-year storm at all times during the development. The SFPUC shall review the adequacy of the flow path for the 100-year storm for full build out as well as all phases prior to full build out. A Grading and Overland Release Master Plan and a Combined Sewer Master Plan that outlines the project's wastewater infrastructure system for full build-out of the Project will be submitted to the SFPUC and SFDPW for review and approval in advance of the 60% construction documents for phased buildout of the public rights-of-way and parks. The Developer is responsible for providing any temporary infrastructure that is necessary to provide functional service to any phase of development prior to full build-out. The SFPUC is not obligated to accept or operate temporary infrastructure.

At all phases of the development, the Developer must provide functioning and adequate stormwater management in compliance with the SFPUC's post-construction stormwater management requirements and the City of San Francisco Stormwater Design Guidelines (SDG). A Stormwater Management Master Plan that outlines the project's stormwater management solutions for full build-out of the Project will be prepared and submitted to the SFPUC for review and approval in advance of the 60% construction documents for phased buildout of the public rights-of-way and parks. The Developer must complete the construction of the stormwater management improvements required for each development phase prior to receiving a temporary certification of occupancy for the development phase. If a future park will include stormwater controls necessary for a particular phase of development or future parcel to meet the stormwater management requirements of the SFPUC, that park must be developed in conjunction with that

development phase and be complete prior to issuance of the certificate of occupancy for any Block within that phase. Interim centralized stormwater management facilities necessary to achieve stormwater management compliance within a development phase will be constructed and operational prior to or in conjunction with that phase. Interim stormwater Best Management Practices (BMPs) currently implemented as part of the on-site remediation will be preserved on undeveloped parcels.

1.10 Coordination with Brisbane

Portions of Sunnydale Avenue and Street A are located in the City of Brisbane. In conjunction with the Bi-County Transportation Study and the Bayshore Station Access Study efforts, designs of these streets will be reviewed and coordinated with Brisbane in the future and may require design changes to infrastructure and streetscape designs. The improvements and utilities along the extension of Sunnydale Avenue into Brisbane required to access and service the southwest corner of the Schlage Lock Site, to allow for future extension of the Muni T-Third light rail, and to provide connectivity to the Bayshore Caltrain Station will require a future agreement between the City and County of San Francisco and the City of Brisbane to address the jurisdictional issues, including different design standards and funding mechanisms, across city and county boundaries.



Source: BKF ENGINEERS, 05/2014

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PLOT DATE: 05-28-14
PLOTTED BY: yee

FIGURE 1.1: CONCEPTUAL PARCELIZATION PLAN

2. SUSTAINABILITY

Infrastructure is designed to facilitate the use of alternative forms of transportation, while reducing the use of resources such as water and energy. Key benefits of sustainable site design and infrastructure elements include improved health and cleaner environment. Sustainable infrastructure includes stormwater management facilities (i.e. landscaped park areas, landscape strips, flow-thru planters, bio-retention areas), transit facilities and traffic calming, and energy-efficient outdoor lighting. Each of these elements is addressed in other chapters of this Infrastructure Plan. Sustainable building designs will be addressed in the individual Phase and building permit application documents. Final designs of sustainable project elements within the public rights-of-way will be reviewed as part of the master plan and construction document approval process.

3. ENVIRONMENTAL REMEDIATION

3.1 Feasibility Study and Remedial Action Plan

On November 16, 2009 the State of California, Department of Toxic Substances Control (DTSC), approved a Feasibility Study/Remedial Action Plan (FS/RAP) (authored by MACTEC [now AMEC], an environmental consultant and contractor) that describes the preferred remedial actions for soil and groundwater at the Schlage Operable Unit (Schlage OU), and for heavy metal soil contamination in the San Francisco County portion of the Universal Paragon Corporation (UPC) Operable Unit (UPC OU), located in San Francisco, California. Furthermore, a Remedial Design Implementation Plan (RDIP) to address Volatile Organic Compounds (VOC) contaminated soil and groundwater was developed to define and facilitate the remedial action objectives in the FS/RAP. The VOC RDIP was approved by the DTSC on January 6, 2010. An additional RDIP (by Jordan & Graf Ground Improvement, Inc.) to address heavy metals remediation on the UPC OU was approved by the DTSC July 18, 2011.

The remedial actions described in the FS/RAP and in the VOC and heavy metals RDIPs were selected to meet the remedial action objectives for contaminated soil and groundwater at the Schlage Lock Site, and to prepare the Schlage Lock Site for redevelopment. The FS/RAP and RDIPs were framed with the intention to redevelop the Schlage Lock Site with a combination of public open space and residential podium housing above commercial/retail uses, parking structures, or other commercial space.

An agreement has been executed between the Developer and BP PLT-I, LLC (BP) that includes site demolition, remediation, and rough grading. BP agreed to assume environmental liability and perform remediation to obtain development clearance from the DTSC. This agreement is insured by Chartis (formerly AIG) to guarantee BP's performance. The former Schlage Lock factory buildings were demolished in 2009. Remedial activities to clean up the soil and groundwater began in 2010. On April 29, 2011, the DTSC issued a Completion Report approval letter of the remediation effort for the area north of Visitacion Avenue to allow for the proposed development; a similar letter for the area south of Visitacion Avenue is expected to be obtained. Land Use Covenants (LUC) and deed restrictions will be recorded by the DTSC to limit human exposures for contaminants left in place.

3.2 On-Going Soil and Groundwater Remediation

The FS/RAP objectives include on-site remediation of VOC- impacted soil through excavation and aeration to the pad elevations and depths of clean utility corridors established in 2007 in the Planned Use and Grading Plan (Exhibit H-1of the UPC-BP agreement), which were prepared by BKF Engineers and consistent with the 2009 Visitacion Valley Design for Development (D4D). Additional fill material will be required during final site development and to provide a clean soil cap to remediate heavy metals contaminated soils. The current grading plan does not contemplate excavation below the 2007 grades except potentially in limited areas. If a future grading revision requires excavation below these 2007 grades additional remediation effort and environmental insurance premiums may be required to provide for cleanup and environmental insurance coverage. A work plan was written by the Developer and reviewed by the City and the DTSC to address any future excavation and backfill associated with geotechnical concerns, general site grading and revisions to pad elevations and utility corridor depths that may require amendments to the FS/RAP and the RDIP.

The FS/RAP includes options for remediation of soils contaminated with heavy metals in the soil of the UPC OU as follows: targeted excavation and relocation with capping, excavation and disposal offsite at an approved landfill, or capping in place and recording a State Land Use Covenant and a deed restriction on the title of the impacted parcel. The UPC OU heavy metals RDIP provides further detail on how the heavy metals will be remediated and is currently being amended with an interim grading plan to accommodate a clean soil cap. The active remediation effort for VOC contamination in the area south of Visitacion Avenue has been completed and is entering an operations and maintenance phase as outlined in the AMEC Operations and Maintenance Plan (O&M Plan) approved by the DTSC on February 20, 2013. Various long-term operations and maintenance plans, site inspections, groundwater monitoring, and reporting will likely be required by the DTSC to assure compliance with the conditions prescribed by FS/RAP. Based on previous comments on the FS/RAP received from the DTSC, infiltration through metals contaminated soils will not be allowed. However, infiltration may be feasible if the heavy metal contamination is found to be not soluble. Additional approvals from DTSC will be required should the Project pursue infiltration measures associated with achieving compliance with the San Francisco Stormwater Design Guidelines. The DTSC will issue an approval letter for construction when it is satisfied that the results of remediation meet the

requirements of the FS/RAP and VOC and heavy metals RDIPs. Land Use Covenants and deed restrictions will be recorded by the DTSC to limit human exposures for contaminants left in place.

3.3 Clean Utility Corridors

Clean Utility Corridors were defined in the FS/RAP and RDIPs to include the space within the roadways up to a minimum of 1 foot below the level of the utilities. Clean Utility Corridors were sampled and tested to meet the Clean-up Levels established in the FS/RAP. This effort was documented in the MACTEC Phase I Soil Remedial Completion Report approved by the DTSC on April 29, 2011. Metals impacted soils are allowed to be placed in the roadways 1 foot below utilities and 2 feet above the groundwater level. The heavy metals RDIP addendum will provide details for a detectable barrier, as requested by the City, to be installed over any metals impacted soils placed below the clean utility corridors. The RDIP addendum will also provide details for a detectable barrier, as requested by the City, to be installed over any metals impacted soils placed under a soil cap with a minimum 3-foot thickness.

A final Conceptual Soil and Groundwater Management Plan will be developed as necessary by the Developer prior to the approval of each Final Map in conjunction with the DTSC's approval of the applicable "Remediation Completion Report" and Operations and Management (O&M) Agreement. This plan will have details on the extent of the groundwater and other remaining contamination throughout the Schlage Lock Site, including the clean utility corridors. The plan will describe Land Use Controls and O&M measures to be recorded on the various parcels throughout the site, including any utilities within the groundwater contaminated area.

3.4 Groundwater Monitoring

The O&M Plan details a schedule for monitoring a network of groundwater monitoring wells established at various locations throughout the site to monitor groundwater quality and ongoing remediation progress. Groundwater monitoring reports are submitted to the DTSC on a quarterly basis. A copy of the monitoring report will be forwarded to the SFPUC. The location of these wells will conflict with the planned location of several buildings and other improvements. Wells that are in conflict with planned improvements will require relocation to a permanent location during the construction of each Phase or Block. The construction

of these relocated wells will be performed by the Developer, reviewed and permitted by the San Francisco County Department of Public Health and coordinated with the DTSC.

In March 2013, the DTSC approved a decommission plan for the former Groundwater Extraction and Treatment (GWET) system, and the system has since been removed.

4. DEMOLITION, DECONSTRUCTION AND HISTORIC STRUCTURE STABILIZATION

4.1 Scope of Demolition

The Developer will be responsible for the demolition and deconstruction of all non-retained existing buildings and infrastructure features that were not removed as part of the previously completed site environmental remediation activities overseen by AMEC and BP. Various walls and retaining walls remain in place around the perimeter of the Schlage Lock Site to maintain structural lateral support of the adjacent roadways and parcels. These walls will be demolished and replaced with similar permanent improvements that will be integrated into the proposed buildings and street network. The design of these permanent retaining walls to be integrated into buildings and streets will be reviewed and approved by the DBI and the SFDPW during the building design and permitting process and/or project construction documents. Remaining utility materials, primarily metals, previously not removed as part of the site environmental remediation will be recycled as feasible. Where transite pipe (asbestos-cement pipe) is encountered, appropriate abatement methods will be used to satisfy applicable regulatory agency requirements.

The Developer will be responsible for the demolition of remaining structures at the southeast corner of the Schlage Lock Site to be removed during the final phase of remedial activities or during final site designs and approvals. The Developer shall also be responsible for providing for the permanent improvements proposed to replace the existing improvements in accordance with the approved building and construction permits issued by the City. The extent of these improvements and associated demolition will be determined during the construction document approval process.

4.2 Stabilization of Historic Office Building, Street A, and Surroundings

Foundation and interior improvements, where required within the Historic Office Building to make the space compliant with current Codes, will be implemented. The portion of Blanken Park on the Schlage Lock site, Street A and the Historic Office Building Plazas will also incorporate structural improvements and retaining walls to provide for the lateral support of the surrounding roadway, railroad corridor, and adjacent parcels. These lateral support improvements and retaining walls will be required prior to, or in conjunction with, construction of the Blanken Park area and Street A. The extent of these improvements will be determined during building permit approval process for the Historic Office Building, while retaining walls within the Street A right-of-way will be reviewed as part of the Grading

and Overland Release Master Plan and construction document approval process. The Developer will be responsible for providing interim and final structural improvements and retaining structures.

5. GEOTECHNICAL CONDITIONS

Site geotechnical investigations have been completed and potential site wide geotechnical improvements have been identified by Treadwell and Rollo, culminating in the development of the "Preliminary Geotechnical Investigation, Visitacion Valley Redevelopment Area, Zone 1" (Geotechnical Report) by Treadwell and Rollo, dated February 24, 2009.

5.1 Existing Site Geotechnical Conditions

5.1.1 Existing Site Soils

As described in the Geotechnical Report, the Schlage Lock Site is essentially divided into two sections with the northern and southern portions of the site each presenting unique geotechnical conditions. The northern and western portions of the site are underlain with 9 to 12 feet of loose to dense Colma sand. The Colma sand is overlain with layers of silty and clayey sand at varying depths. Borings at the westernmost portion of the northern section of the site adjacent to the railroad tracks indicate the presence of Franciscan Complex bedrock between 36 and 45 feet below ground surface. The southern half of the site was filled with loose to medium dense sandy fill. Beneath the sandy fill, the site is underlain with up to eight feet of compressible bay mud fill and a layer of loose to medium-dense marine sand. Bedrock in the southern portion of the Schlage Lock Site is located approximately 61 feet to 126 feet below ground surface.

5.1.2 Site Geotechnical Constraints

From a geotechnical perspective, the following are the primary issues for new development at the Schlage Lock Site:

5.1.2.1 Liquefaction/Settlement of Sand Layers.

In the northeastern portion of the Schlage Lock Site, 1.5-foot to 4-foot thick medium-dense sand layers are present. The southern portion of the site is underlain by loose to medium dense sandy fill, marine sand and Colma sand beneath the groundwater table. These sands are at best medium dense and are thus subject to liquefaction and settlement during earthquakes. Liquefaction is a phenomenon where saturated, cohesionless soil (such as sand) experiences a temporary reduction in strength during the cyclic loading of an earthquake due to an increase in pore water pressure. The result is immediate settlement and possibly lateral movement of the sand material.

5.1.2.2 Settlement of Young Bay Mud.

In the southern portion of the Schlage Lock Site, a layer of compressible bay mud is susceptible to minor consolidation settlement. The anticipated rate of settlement of the bay mud from the load of the existing site fill is on the order of 1 to 4 inches. It is anticipated that fill may be placed on top of the existing bay mud layer to accommodate the proposed site plan and development. Placing the new fill on top of the existing bay mud layer will initiate a new cycle of consolidation settlements of approximately 3 to 5 inches.

5.1.2.3 Existing Retaining Walls.

Existing retaining walls adjacent to the railroad tracks and Bayshore Boulevard typically consist of cast-in-place concrete walls. Most retaining walls appear visibly to be in serviceable condition, although many existing concrete walls will conflict with the proposed development plans. Disposition of existing retaining wall is discussed in Section 5.2.4.

5.2 Site Geotechnical Approaches

Successful site development will require engineering design and project construction methods that account for the existing soil conditions. These improvements will help ensure that site accessibility and building access is maintained both during seismic events and as minor long-term consolidation settlement occurs.

5.2.1 Geotechnical Soil Improvements

To reduce the liquefaction potential and minor consolidation settlement at the site, existing weak and undocumented fill discovered beneath buildings may be over-excavated and replaced with engineered fill or be remediated with soil improvements per the recommendations of the Geotechnical Engineer. Geotechnical remediation will be completed in conjunction with vertical building and infrastructure construction on individual Blocks by the Developer. Based on the results of, and if required by, final site geotechnical investigations, soil improvements required within the public right-of-way will be constructed by the Developer.

5.2.2 Building Foundations

Building foundation designs will be based on final geotechnical reports, site investigations and structural designs developed as part of the permitting process for vertical construction on the development parcels. The Developer or subsequent owner

of a development parcel will be responsible for the design and construction of building foundations.

5.2.3 SFPUC 168-inch Inside Diameter (ID) Combined Sewer Stabilization

The SFPUC has a 168-inch combined sewer tunnel along the southern edge of the site. The SFPUC holds a 29-foot wide subsurface easement per Recorded Document 2010-J052542 for the sewer tunnel. The language of the easement provides for the future construction of improvements over the easement provided that the improvements do not negatively impact the sewer tunnel. The current project proposes new buildings that will span the sewer tunnel. Building foundations spanning the sewer tunnel will be designed and constructed by the Developer. Structural and architectural plans and specifications, foundation plans and details, and a construction/settlement monitoring program, shall be reviewed and approved by the SFPUC prior to permitting vertical construction on each of the Blocks. Prior to vertical construction on each of the Blocks that may negatively impact the tunnel, as well as following completion of construction, the Developer shall also submit a video inspection to the SFPUC of the tunnel, in compliance with SFPUC video inspection guidelines.

5.2.4 SFPUC Existing 78-inch Combined Sewer Easement

An existing 20-foot wide sewer easement was recorded at Book A456 Page 516 in the Official Records of the City and County of San Francisco over the alignment of the existing 78-inch sewer main on the southern edge of the site. Future construction of improvements cannot negatively impact the sewer. Structural and architectural plans and specifications, as well as plans for foundation monitoring will be reviewed and approved by the SFPUC prior to permitting both horizontal and vertical construction in any area on or adjacent to the easement area. The Developer shall provide, at their own cost, for settlement, survey, or various construction monitoring of existing combined sewers if determined necessary by the SFPUC.

5.2.5 Retaining Walls

It is anticipated that several of the existing retaining walls within the proposed development footprint will be modified or rebuilt due to grade changes and road realignment. The condition of retaining walls proposed to remain in place will be evaluated on a case-by-case basis during detailed design process. These walls may be seismically retrofitted or replaced to comply with City codes, the California Building

Code (CBC), and the design-level geotechnical report. Where retaining walls are to be removed, proper shoring techniques, such as soldier pile and lagging systems or underpinning systems will be implemented to ensure the stability of existing site and adjacent facilities. Measures, such as the construction of new code-compliant retaining walls or retaining elements incorporated into the foundations of proposed buildings to address grade conflicts will be coordinated during the review and approval of construction documents and issuance of building permits.

The retaining walls will be designed and constructed by the Developer and reviewed and approved by the DBI, the SFDRP, and the SFDPW. Where walls are located within the public rights-of-way and public parks, maintenance and ownership of the retaining wall will be the responsibility of the SFDPW,SFDRP, or another City of San Francisco agency upon acceptance of the final construction. Maintenance and ownership responsibilities for retaining walls constructed on private development parcels will be assigned to the owners of the individual Blocks in which the retaining walls are located on. Design and Installation of interim retaining walls required to support the development of proposed on-site streets will be the responsibility of the Developer.

5.2.6 Flexible Utility Connections

Portions of the site may experience differential settlement at the interface of pile supported buildings and the utility connections. Differential settlement at these location may cause the utility connections to shear and break along this plane. Where required flexible utility connections, incorporating such solutions flexible pipe materials, ball joints or settlement vaults, will be installed at the face of the building to mitigate the displacement of the utility connections and ensure continuous utility service.

5.2.7 Building Access

Settlement of the ground plane is anticipated in certain areas of the site due to an increase in fill depths and existing compressible clay soils. Where a pile-supported building structure interfaces with the on-grade public streetscape, differential settlement may occur where the compressible material beneath the street begins to settle relative to pile supported buildings. To mitigate areas where differential settlement is anticipated, grading and building designs will incorporate measures to ensure that continuous accessible paths of travel are maintained where building access points and private passageways interface with the public right-of-way.

Measures, such as hinge slabs, gangways and other adjustable surfaces, will be designed to accommodate the maximum anticipated long-term consolidation differential settlement. Alternatively, the project may consider a surcharging program, which induces consolidation settlement prior to the construction of new improvements to reduce, and possible eliminate, the need for project specific differential settlement design mitigations.

5.3 Phase of Geotechnical Stabilization

Geotechnical stabilization will occur in phases to match the development sequence of the Blocks. The amount of stabilization will be the minimum necessary for the Block. The stabilization of smaller areas will allow the existing utility services and vehicular access areas to remain in place as long as possible in order to reduce disruption of access to the adjacent train tracks and Blocks.

5.4 Schedule for Additional Geotechnical Studies

As part of the project Grading and Overland Release Master Plan review and approval process, a final geotechnical investigation will be prepared to cover development of the public street rights-of-ways and parks. This report will support the development of the utility infrastructure master plans, the Stormwater Management Master Plan, and the Grading and Overland Release Master Plan, as well as, final infrastructure designs included in the construction documents. Geotechnical Reports to support the development of private building parcels will be prepared and submitted to the City as part of the building permit process.

6. SITE GRADING

6.1 Existing Site Conditions

The existing grade within the Schlage Lock Site slopes gradually downward from north to south. At the western edge, the site is bounded by and conforms to the existing grades along Bayshore Boulevard. To the east, the northern area is elevated above the existing Caltrain railroad tracks by a 20-foot to 25-foot retaining wall while the southeastern edge is at grade. The ground elevations range from approximately 55 (SF Datum) in the northeastern area of the site adjacent to the Historic Office Building to approximately 8 (SF Datum) near the southern edge. In addition to the existing 20-foot to 25-foot tall retaining wall adjacent to the railroad parcels, other smaller on-site retaining walls were installed to stabilize the site and accommodate existing site uses.

6.2 Project Grading Requirements

6.2.1 Environmental Remediation Requirements

As previously discussed in Section 5, the Schlage Lock Site is currently subject to the FS/RAP being overseen by DTSC and completed by the Developer and the AMEC/BP team. Under the terms of the FS/RAP, soil excavated to address metals-impacted soils may be relocated and placed at a minimum of 2 feet above the groundwater table. In areas slated for public open space on grade, metals-impacted soils would be placed under a clean soil cap with a minimum of a 3-foot thickness consistent with the EIR. The FS/RAP allows for metals-impacted soils to be also placed directly under residential uses if those residential uses are located over commercial podium construction or over podium parking structures. Metals-impacted soils may also be placed under roadways, hardscape, or a minimum of 1 foot beneath clean utility corridors. Final details for impacted soil mitigations will be specified in the UPC OU RDIP. State Land Use Covenants and deed restrictions will be recorded on the title to the property where metals-impacted soils are located.

6.2.2 Consolidation Settlement

As described in Section 5, the southern area of the Schlage Lock Site may experience minor amounts of liquefaction due to soft existing bay mud. Appropriate measures such as soil and foundation improvements will be constructed by the Developer to minimize differential settlement across the building parcels. To mitigate areas where differential settlement is anticipated, grading and building designs will incorporate measures to ensure that continuous accessible paths of travel are maintained where building access points and private passageways interface with the public right-of-way. Measures, such as hinge slabs, gangways and other adjustable surfaces, will be designed to accommodate the maximum anticipated long-term consolidation differential settlement. Other proposals may include soil surcharging where feasible and approved by SFDPW and SFPUC on a case-by-case basis.

A design level Geotechnical Report will be prepared to address mitigations as part of the Grading and Overland Release Master Plan approval process for review and approval by the City in advance of the 60% construction documents for phased buildout of the public rights-of-way and parks.

6.3 Site Grading Designs

The Developer will be responsible for the design and construction of the proposed grading plan for the Schlage Lock Site. Proposed grading designs for the development will match the existing north to south drainage pattern of the existing site. To ensure proper overland release and provide Americans with Disabilities Act (ADA) accessible pathways throughout and adjacent to the site, a new street grid with interconnected open space and pathway areas will be constructed to link Blanken Avenue with Sunnydale Avenue to the south and Bayshore Boulevard with Street A to the east. An accessible path of travel will follow from Bayshore Boulevard through Parcels B, C, and E, and down the on-site street grid to provide a continuous path to Sunnydale Avenue. Throughout the site, grades less than 5 percent are provided as a first priority item, where feasible. As required due to site constraints, public access areas with slopes exceeding 5 percent but less than 8.33 percent will include handrails per Code requirements. The conceptual grading plan for the Schlage Lock Site is included in Figure 6.1.

6.3.1 Proposed Site Grading at Conforms

Conceptual grading designs generally conform to the existing grades along the northern interface with Blanken Avenue and the existing Historic Office Building and the existing grades along Bayshore Boulevard at the western edge of the project. At the southern boundary of the project, a new segment of Sunnydale Avenue will be constructed, requiring the placement of 1 to 5 feet of fill to provide overland release and drainage.

At the eastern edge along the Peninsula Corridor Joint Powers Board (JPB) right-of-way, a large grade differential exists. At the northern edge of the interface, an ADA-accessible path within the Schlage Lock Site is designed to head south along the JPB right-of-way and connect to Street A. Accessible paths of travel and sidewalks within the development area will be provided to join and be coordinated with accessible paths of travel adjacent to and bordering the development area that connect to the adjacent Caltrain/JPB Train Station accessible entrances. To accommodate the 25-foot to 30-foot grade differential between the JPB right-of-way and the accessible path and community gardens, a single or stepped retaining wall will ultimately be installed. Interim grading solutions to accommodate the development of each adjacent Block will be constructed based on recommendations provided by the project Geotechnical and Structural Engineering consultants. Where buildings are directly adjacent to the JPB right-of-way, retaining elements will be incorporated into the private development parcel building foundations.

As more detailed designs are developed during the Grading and Overland Release Master Plan and construction document review processes of the project, the grading at conforms may require adjustment and refinement based on future coordination with the SFDPW.

6.3.2 Proposed Roadway and Building Areas

The proposed on-site street grid will be graded to provide overland release for the Project. As required by the SFPUC, grading and hydrology designs will be developed such that the 100-year HGL is contained within the top of curb elevations on opposite sides of a street throughout each phase of the development.

Site development and grading designs will be developed to comply with the codified requirements for accessible paths of travel. Where feasible, proposed slopes along public street and private alleys will be set at a maximum of 5 percent to provide ADA accessible pathways of travel without requiring handrails. Where accessible pathway slopes range between 5 percent and 8.33 percent, code-compliant ramps will be designed.

At street intersections, grades will be tabled at a maximum slope of 2% to provide an accessible path of travel in crosswalks. In addition, vertical curves within the streets will be designed to both begin and end outside the limits of the crosswalk areas.

A critical low point of 17.1 north of Parcel 7 will be required to ensure access is provided to the existing parcel not included as part of the Schlage Lock Site at the southeast corner of the Visitacion-Bayshore intersection. Inline storage, where feasible, or a pump station will be required to ensure overland release at this location with the final design solution subject to SFPUC approval. Review and approval of the overland release solution will occur during the master plan approval process described in Section 6.5. Construction of the overland release solution at this location will be the Developer's responsibility with ownership and maintenance responsibilities borne by the SFPUC or another City agency, unless negotiated otherwise as part of the master plan approval process.

6.3.3 The project overland flow paths are shown on Figure 6.1.Historic Building Grading
The existing Historic Office Building at the southeast corner of the Bayshore Boulevard and Blanken Avenue intersection may be used as a community-serving facility. The existing access point elevations at the first level, the existing parking level and the second level are approximately 39, 46.5, and 51.5 (SF Datum), respectively. Access to the building on the northern side will be at the second level. Along the southern side of the building, access will be provided at the first level. Due to structural issues with exposing the foundation between the existing parking level and the first level at the southern and western faces of the building, a 1-foot to 8-foot retaining wall will be constructed adjacent to the building to allow for the construction of an ADA-accessible path of travel. As stated in Section 4.2, these lateral support improvements will be

required prior to or in conjunction with construction of the portion of the Blanken Park area on the Schlage Lock Site.

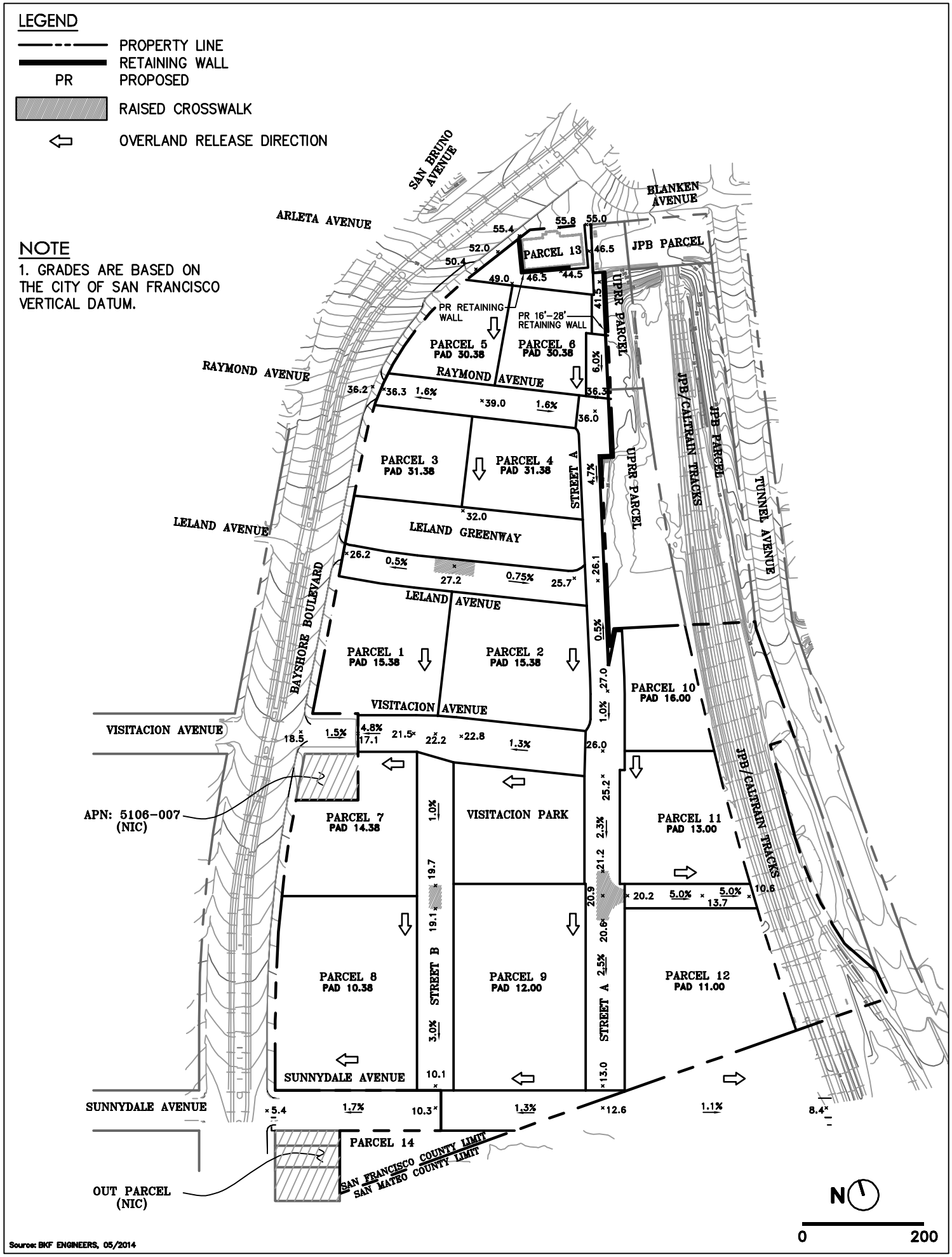
6.4 Proposed Site Earthwork

As part of the site remediation efforts, the northern and western portion of the site was graded to approximately the proposed rough pad grade elevations. Future grading at the site will include importing fill in the southeast corner and fine grading of streets and open space areas. It is anticipated that the site earthwork will result in a net import of soil. Since remediation activities are still on-going, the earthwork quantities will be determined at later stages of the design. To support future grading activities, a Storm Water Pollution Prevention Plan/Erosion and Sediment Control Plan will be submitted in parallel with future grading permits. Grading in conjunction with site remediation efforts will be performed by the Developer.

6.5 Phases of Grading Activities and Approvals

The proposed grading will be completed in phases to match the Blocks of the project. The amount of grading will be the minimum necessary for the Block. The phasing of grading will allow the Project to minimize the disruption to the adjacent and future built uses at the site and the adjacent train tracks, and to limit the amount of export required for any given Block. Impacts to improvements installed with previous phases of development due to the designs of the new Block will be the responsibility of the Developer and addressed prior to approval of the construction drawings for the new Block.

A Grading and Overland Release Master Plan and a Combined Sewer Master Plan will be submitted to the SFPUC and SFDPW for review and approval in advance of the 60% construction document submittal for phased buildout of the public rights-of-way and parks. Comments provided by City and its agencies on the Master Plans will be incorporated into the construction document submittals for review and approval by the City and its agencies.



Source: BKF ENGINEERS, 05/2014

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FIGURE 6.1: CONCEPTUAL GRADING PLAN

7. STREET AND TRANSPORTATION DESIGNS

The development of the Schlage Lock Site is designed to connect and complement adjacent transit services with pedestrian-friendly streets and pathways. The alignments of existing streets will be extended into the site, and on-site streets will be enhanced with pedestrian-focused, traffic calming features. Additional descriptions of the streetscape are in the Open Space and Streetscape Master Plan.

7.1 Public Transportation System

The Schlage Lock Site is adjacent to the Muni T-Third light rail Arleta and Sunnydale stations, the Caltrain Bayshore Station, and stops for several Muni and SamTrans local and express buses. The San Francisco County Transportation Authority (SFCTA), San Francisco Municipal Transportation Agency (SFMTA), City of Brisbane, and other agencies are studying improvements to Muni T-Third light rail and Caltrain commuter rail. SFMTA has a long-term goal of ensuring a direct connection between the T-Third line and the Bayshore Caltrain Station. With the approval of the Candlestick Point/Hunters Point Shipyard Phase II Transportation Plan, creating a Bus Rapid Transit route linking Hunters Point, Candlestick Point, Executive Park, Visitacion Valley, the T Third line, the Bayshore Caltrain Station and Balboa Park BART has become a local/regional transportation priority and facilitates rapid, seamless transit access between existing and new jobs and residents and major transit hubs. Critical to the function of this Bus Rapid Transit line and the connecting T Third/Caltrain hub is safe, convenient pedestrian and bicycle access, particularly to and from the adjacent neighborhoods of Little Hollywood and Visitacion Valley.

Concurrently, the Bayshore Caltrain Station is being studied for improvements and a potential relocation to connect with the planned bus rapid transit and the T Third. The future extension of Geneva Avenue in Brisbane and an improved Bayshore Station are ongoing, long-term projects that will require the cooperation of several different stakeholders to determine the final alignments and locations, establish funding, acquire right-of-way, construct improvements, and operate. As detailed in the project Streetscape and Open Space Master Plan, an interim pedestrian path connecting the project site with the existing Bayshore Caltrain Station will be provided through the project site at Parcel F.

SFCTA is also initiating a study for the proposed Harney-Geneva Bus Rapid Transit (BRT). In the interim, the alignment of the BRT is expected to be primarily on existing streets. Once

the Geneva Avenue extension is completed, the BRT travel route is expected to travel on portions of the new extension.

Efforts to encourage use of public transportation by future residents and workers are described in the Transportation Management Plan attached to the DA.

7.2 Public Street System

The Developer will be responsible for the design and construction of the public streets. Improvements will generally include the following:

- Pavement section
- Concrete curbs and gutters
- Concrete sidewalk and curb ramps
- Traffic control signs and striping
- Traffic signals
- Street lighting
- Street landscaping and trees
- Stormwater management facilities (may include such methods as landscape strips, permeable pavements, and small bio-retention areas)
- Street furnishings (includes, but are not limited to, benches, trash cans, bike support facilities and pedestrian scale lighting)
- Accessible on-street passenger loading zones with adjacent street level passenger loading aisles and curb ramps.
- Accessible on-street parking spaces with adjacent curb ramps.

Streetscape and landscape improvements are further defined in the Open Space and Streetscape Master Plan.

7.2.1 Public Street Layout and Parcelization

A system of street and parcel numbers has been created to facilitate planning and design coordination and is shown on Figure 7.1. Street A and Street B are temporary street names for planning use with final street names to be selected in the future. The proposed public street network for the Schlage Lock Site is shown on Figure 7.2. Interim conditions for Sunnydale Avenue will be determined and coordinated with SFMTA during construction document approvals, with consideration of resource availability for constructing the planned Muni extension of Segment S of the T-Third line. Typical cross sections for these streets are based on those shown in the Open Space and Streetscape Master Plan and included on Figures 7.3 through 7.7.

7.2.2 Roadway Dimensions

The vehicular, curb-to-curb lane widths are dictated by the dimensions provided in the Open Space and Streetscape Master Plan. Typically vehicular travel lanes within streets

handling two-way traffic will vary between 10 and 12 feet in width. The travel lanes are measured from the face of curb or outside edge of a parking stall to the line of lane striping, where parking is provided. Streets accommodating two directions of travel will have a minimum width dimension of 20 feet, excluding parking, to accommodate fire truck access.

Class II bike lanes are provided along Sunnydale Avenue and will be 5 foot-6 inches wide measured from face of curb (or edge of Muni light rail lane) to the center line of lane striping.

Parallel parking stalls within the street right-of-way will be 7 feet wide. Along Leland Avenue, 12-foot wide lane widths are proposed to accommodate the 17-foot deep back-in parking stalls, angled at 45 degrees, on the south side of the street as shown on Figure 7.8. Locations for 8-foot wide accessible parking stalls, which will be provided at a rate of 4% of the total street parking count, and accessible loading zones are shown in the project Open Space and Streetscape Master Plan.

7.2.3 Landscape, Sidewalk and Setback Zone Dimensions

Dimensions of the landscape, sidewalk and building setback zones adjacent to the vehicular travel ways vary throughout the site. Specific dimensions for these components are illustrated in the Open Space and Streetscape Master Plan and selected based on the land use, character and traffic conditions of each street. Where feasible, utility boxes, cleanouts, manholes, vault access hatches other other utility structures will be located within landscape and bulb-outs and outside of pedestrian throughway zone, curb ramps and crosswalks. Improvements in the area between the back of curb and the right-of-way line will be maintained by the Developer or a project Homeowners Association (HOA).

Code-compliant accessible curb ramps, including, a 2-foot wide gutter pan for the full width of a crosswalk, will be provided at street corners to provide for pedestrian access across public streets. Where both a clear sidewalk width is less than 15 feet, measured perpendicularly from face of curb to property line or projected property line, and curb ramps are provided to serve crosswalks, building corners shall be chamfered to provide level landing at least 4 feet in depth by the curb ramp width or 4 feet, whichever is

greater, at the top of each curb ramp. In addition, a continuous accessible path of travel from one sidewalk around the corner to the other provided that it is at least 4 feet in clear width and with a vertical clearance of at least 8 feet above the walking surface. Where chamfering occurs on private parcels to provide the accessible passage area, a public access easement will be reviewed and approved by the SFDWP Bureau of Street Use and Mapping in compliance with the SFDPW easement dedication procedures. In addition, recorded public access easement will remain in place for the life of the building on a development parcel where the access easement is required.

7.2.4 Retaining Walls Supporting the Street A Public Right-of-Way

A portion of the Street A public right-of-way may require retaining walls on adjacent open space parcels to bridge the grade difference between the proposed development and the existing JPB right-of-way. These walls will be either seismically retrofitted or replaced to comply with City and County of San Francisco codes, the CBC, and the design-level geotechnical report. Ownership and maintenance of the wall will be controlled by the City.

7.3 Streetscape Design Considerations and Elements

7.3.1 Traffic Calming

As part of the pedestrian-oriented development plan outlined in the Open Space and Streetscape Master Plan, traffic calming elements are proposed to improve non-vehicular traffic safety and access. Proposed traffic calming elements for the project street rights-of-way are identified in Exhibit 7.9 and include raised intersections, raised crosswalks, bulb-outs with reduced curb radii, back-in parking stalls along Leland Avenue and Visitacion Avenue, and narrowed lane widths.

7.3.1.1 Raised Intersections and Raised Crosswalks

A raised intersection is proposed at the intersection of Street A and Parcel F. If accessibility guidelines and overland release requirements cannot be met at the raised intersection, the project will review options for incorporating an at-grade crossing with accessible curb ramps at this location. Raised crosswalks are proposed on Street B at pedestrian paths and the middle of Leland Avenue. At these locations the street pavement areas will be raised 6 inches to match the curb heights adjacent to the intersection and crosswalks. Overland release flow arrows

are included on Figure 6.1 with the locations of the raised crossings added for reference.

The design for these intersections and crosswalks will be coordinated with and are subject to the approval of the SFPUC, SFDPW, the SFMTA, and the San Francisco Fire Department (SFFD). A Grading and Overland Release Master Plan and a Combined Sewer Master Plan will be submitted to the SFPUC and SFDPW for review and approval in advance of the 60% construction documents for phased buildout of the public rights-of-way and parks. The master plans will confirm that the City overland drainage release requirements are achieved through hydrologic/hydraulic modeling. If site designs cannot meet the SFFD, SFDPW and SFPUC requirements for overland drainage release and fire department access, alternative solutions will be developed during the master plan approval process that may include crossings at the street pavement level. The grading and combined sewer design solutions included in the master plans will be incorporated into the construction documents for review and approval by the City and its agencies.

The project's HOA will be responsible for maintenance and restoration of the street sections, including pavement markings, within the raised intersection and raised crosswalk. Designs will incorporate measures to minimize maintenance and reduce the potential for dirt, silt and other debris to settle within the crosswalks.

7.3.1.2 Intersection Bulb-Outs

Bulb-outs have been strategically added along Bayshore Boulevard at intersections where there are currently parallel parking areas, wider drive lanes, or striped shoulders. Where feasible, curb radii have been generally kept to a minimum of 10-feet, per SFMTA recommendations for low-traffic streets; however, larger radii have been incorporated at many locations to provide the required clearances for SFFD access. The final design for the bulb-outs will be coordinated with the SFMTA, SFDPW, SFMTA, and the SFFD. Bulb-out improvements will be constructed if the designs can meet the SFDPW and SFPUC requirements for overland drainage release and accessibility for persons with disabilities. Overland Release at these locations will be studied in the Grading and Overland Release Master Plan, which will be reviewed and approved by the SFPUC and SFDPW in advance of the 60%

construction documents for phased buildout of the public rights-of-way and parks. A typical bulb-out detail is shown on Figure 7.14.

7.3.1.3 Back-in Parking Stalls

Back-in parking stalls are proposed on both Visitacion and Leland Avenue as shown on Figure 7.8, section A on Figure 7.3, and section L on Figure 7.6. The travel lanes adjacent to the Leland Avenue angled parking are proposed to be 12-feet wide to accommodate the back-in stalls with a 2-foot special paving section adjacent to the parking stalls to visually maintain the 10-foot wide travel lane. Back-in parking stalls are also proposed on a portion of Visitacion Avenue. The travel lanes on this portion of Visitacion Avenue will be 10-feet wide with the parking stalls designed as 21-feet deep to accommodate vehicular back-in turning movements. The final design of the back-in parking stalls will be coordinated with the SFMTA and SFDPW.

7.3.1.4 Narrowed Lane Widths

The traffic lane widths for the new two-way streets will be 10 feet, per SFMTA recommendations for low-traffic streets. The traffic lanes adjacent to the back-in parking stalls on Leland Avenue will be 12 feet.

7.3.2 Fire Department Access

Based on the planning efforts undertaken during the Open Space and Streetscape Master Plan and meetings with the SFFD, intersection radii, street widths from curb to curb on opposite sides of the street, and right-of-way layouts have been designed to accommodate fire truck turning movements as documented on Figures 7.2 through 7.7 and 7.11. Per the SFFD, intersections are designed to accommodate the truck turning movements of the City of San Francisco Articulated Fire Truck (Fire Truck). At intersection approaches and within intersections, the Fire Truck may encroach into the opposing vehicular travel land to complete turning movements. Figure 7.12 identifies a typical detail of turning movements of the San Francisco Articulated Fire Truck at typical site intersections.

7.3.3 Street Pavement Sections

The structural pavement cross section for the vehicular travel lanes on all new public roadways will comply with the requirements of the San Francisco Subdivision Code. Vehicular travel way structural cross sections will typically consist of 9-inches of Portland

Cement Concrete and a 3-inch asphalt concrete wearing surface for proposed on-site streets and shall be designed to the AASHTO rigid pavements design method using a 40-year design life.

As documented in the Streetscape and Open Space Master Plan, parallel parking stalls within the public right-of-way will be constructed with asphalt to ease SFDPW's street maintenance operations. Painted concrete special striping or other special decorative treatment, meeting accessibility requirements as determined by the SFDPW, may be used at raised crosswalk and intersection locations in conformance with the project Open Space and Streetscape Master Plan. Final special pavement designs are subject to the approval of the SFDPW during the construction document phase of the project and shall be designed to the AASHTO rigid pavements design method using a 40-year design life.

The use of alternative pavements in the public right-of-ways described above or other alternative pavement sections, such as asphalt concrete wearing surface over Class 2 aggregate base, porous paving, and decorative pavement (patterned concrete, patterned asphalt, paving stones, etc.) are subject to review and approval by the SFDPW. The project HOA will be responsible for maintenance and restoration of the pavement markings within areas with special striping or decorative treatments.

7.3.4 Proposed Street Lights

The Developer will design, layout and install the proposed project street lights. Street lighting shall comply with City of San Francisco standards for photometrics and acceptable fixtures. The Leland Avenue lighting standard, consistent with the lighting standards used on recent streetscape improvements on Leland Avenue west of Bayshore Boulevard, is proposed along the new portion of Leland Avenue that will be built as part of the development. The Bayshore Boulevard standard will be retained on the west edge of the site. Along the rest of the streets, the City standard street light will be used. A park Pole Light will be used throughout the proposed public parks. Building-mounted lights are recommended where buildings flank the pedestrian alleys or paths. The street and pedestrian light poles and fixtures shall comply with the SFPUC's "Guide to San Francisco, Street Lights," and the final pole and fixture selection shall be approved by the SFPUC. As necessary, temporary park pole light standards will illuminate any sidewalks or temporary pathways that are constructed to provide

pedestrian access to the Bayshore Caltrain Station before the adjacent buildings are complete and building mounted lights are operational. Where permitted and pending final selection of the electrical service provider for the project, the electrical service for the street lights will be located within the joint trench (refer to Section 14).

The 60% and 95% street light construction documents and specifications will be submitted to the SFPUC for review, comment and approval prior to construction. Street lights located on privately-owned (but publicly accessible) pedestrian streets will be maintained by the private property owners.

7.4 Off-site Traffic Signalization

As shown in Figure 7.13 and described below, the Developer will be responsible for design and construction funding, either as partial contribution or in full, of traffic signal modifications or new traffic signals, as well as striping. Where possible, the electrical service for traffic signals will be located within the joint trench (see Section 14). Traffic signals shall be designed by and constructed to the specifications of the SFMTA and SFDPW. Additional intersection improvements required by the EIR include, but may be ruled infeasible and therefore not constructed, by the City include:

7.4.1 Bayshore Boulevard/Leland Avenue

The Developer will be responsible for modifying the signal timing by shifting 6 seconds from the northbound/southbound left-turn movements to the through movements. The final mitigation design will be determined by the SFMTA. The Developer will be responsible for SFMTA costs to review, design, coordinate, and to implement improvements including signal design and signal timing changes.

7.4.2 Bayshore Boulevard/Sunnydale Avenue

In addition, the EIR recommends restriping the westbound approach to create two lanes at the intersection: a shared left-through lane and exclusive right-turn lane. The final mitigation design will be determined by the SFMTA.

7.4.3 Tunnel Avenue/Blanken Avenue

The EIR recommends signalizing the intersection, which may require undergrounding of existing overhead electrical, and communications facilities and improving stormwater collection infrastructure to accommodate the proposed traffic signal infrastructure. However, the SFMTA anticipates that signalizing the intersection will have adverse

impacts to parking and traffic operations on Bayshore Boulevard and may delay implementation of the signal until the Candlestick Point project comes online. The final mitigation design will be determined by the SFMTA. The Developer will be responsible for SFMTA costs to review, design, coordinate, and to implement improvements including signal design and signal timing changes.

If the project is required to signalize the intersection, new curb ramps, in accordance with SFDPW standards, will be installed at the corners. The Developer will be responsible for costs to design, permit, construct and inspect the improvements.

7.4.4 Bayshore Boulevard/Tunnel Avenue

The Developer will be responsible for modifying the signal timing by shifting 1 second from the southbound left-turn movement to the northbound/southbound through movements. Prior to implementation of this mitigation measure, the SFMTA will assess transit and traffic coordination along Bayshore Boulevard to ensure that the changes would not substantially affect SF Muni transit operations, signal progressions, pedestrian minimum green time requirements, and programming limitations of signals. The final mitigation design will be determined by the SFMTA. The Developer will be responsible for SFMTA costs to review, design, coordinate, and to implement improvements including signal design and signal timing changes.

7.4.5 Alana Way/Beatty Avenue

As referenced in the Bi-County Transportation Study, the project will pay its fair share contribution via the Development Agreement towards the construction of improvements, to be completed by others, at the Alana Way/Beatty Avenue intersection.

7.5 On-site Traffic Control and Signalization

Traffic calming and stop-controlled intersections, rather than signalization, are the primary strategy for on-site traffic control. Stop signs will be added at some of the intersections, with final locations to be coordinated with the City and based on a traffic sight distance requirements and project phasing. Additional descriptions of the streetscape traffic control elements are included in the Open Space and Streetscape Master Plan. If implemented, stop signs on city streets will require legislation from SFMTA Board and traffic calming may also require SFMTA Board and/or public hearing.

7.6 Public Bike and Pedestrian Paths on Private Property

Pathways restricted to foot and bicycle traffic will be privately owned, publicly accessible open spaces, built by the Developer on structured podiums within the Blocks. To allow for public access on private property, public access easements will be shown and granted on the project phased final map. As shown on Figure 7.1, the public access pathways are located between Parcels 1 and 2, Parcels 7 and 8, and adjacent to Parcel 9. In addition, a stairway and pathway between Parcels 3 and 4 will be open to the public during day time hours and will be designed to meet code requirements for accessibility. An accessible path of travel linking Bayshore Boulevard with Raymond Avenue will be installed across Parcels B, C and E. In addition, an accessible path of travel will be provided over Parcel F to link Street A with the Bayshore Caltrain Station. These areas will be constructed with decorative elements, such as colored concrete, and associated landscape improvements, as detailed in the project Streetscape and Open Space Master Plan. Based on final building designs and access requirements for the adjacent development parcels, opportunities to reduce landscape planter widths to 10-feet and increase paved access paths to 20-feet in width will be reviewed and incorporated where feasible. Public infrastructure within the bike and pedestrian pathways on private development parcels is not currently anticipated. Any proposed water and wastewater easements on private property will be reviewed by the SFPUC on a case-by-case basis.

Upon approval of the improvements by the City, maintenance and operation of the public bike and pedestrians pathways built on privately owned structures will be the responsibility of the private property owner.

7.7 Acceptance and Maintenance of Street Improvements

Upon acceptance of the new and/or improved public streets by the SFDPW, responsibility for the operation and maintenance of the roadway, streetscape elements, and retaining walls will be designated as defined in the various City of San Francisco Municipal Codes. Acceptance of water and wastewater utility infrastructure within street improvements shall be subject to SFPUC approval. Proposed water and combined sewer infrastructure shall be designed to facilitate future access for maintenance. Conflicts between proposed public water and combined sewer infrastructure and the surface improvements proposed as part of the project, including but not limited to dedicated transportation routes, trees, bulb-outs, traffic circles and medians, shall be minimized in the design of the infrastructure and surface improvements. The SFPUC will review all proposals for surface improvements above

proposed public water and combined sewer infrastructure on a case-by-case basis to ensure that future access for maintenance is preserved. Street improvements installed to meet the SDG will be maintained by the private property owners or their Assignees.

As outlined in the DA, the project HOA will be responsible for maintenance and restoration of the non-standard street pavement materials, including decorative paving, within the raised intersection and raised crosswalk. Restoration will include replacement of the pavement markings within areas with special striping or decorative treatments.

7.8 Phasing of New Roadway Construction

The Developer will construct the new roadway system and traffic control and signalization improvements in phases in advance of or to match development of the Blocks, per the Phasing Plan attached to the DA. The amount of the existing roadway repaired and/or replaced will likely be the minimum necessary to serve the Block. Repairs and/or replacement of the existing facilities necessary to serve the Block will be designed and constructed by the Developer. Fire truck turnaround areas, if any, will be coordinated with the SFFD and constructed by the Developer consistent with the Fire Code. Phasing of traffic signalization improvements will be based on cumulative development thresholds identified by the project traffic consultant and/or the SFMTA coincident with the Phase applications, construction documents or as stated in the DA. Sidewalk and other accessible pedestrian paths of travel, either permanent or temporary, shall be provided to serve the pedestrian entrance and exit requirements of each block prior to being released for occupancy. Such paths of travel will connect to the sidewalks along Bayshore Boulevard and hence to the public transit stations and bus stops thereon.

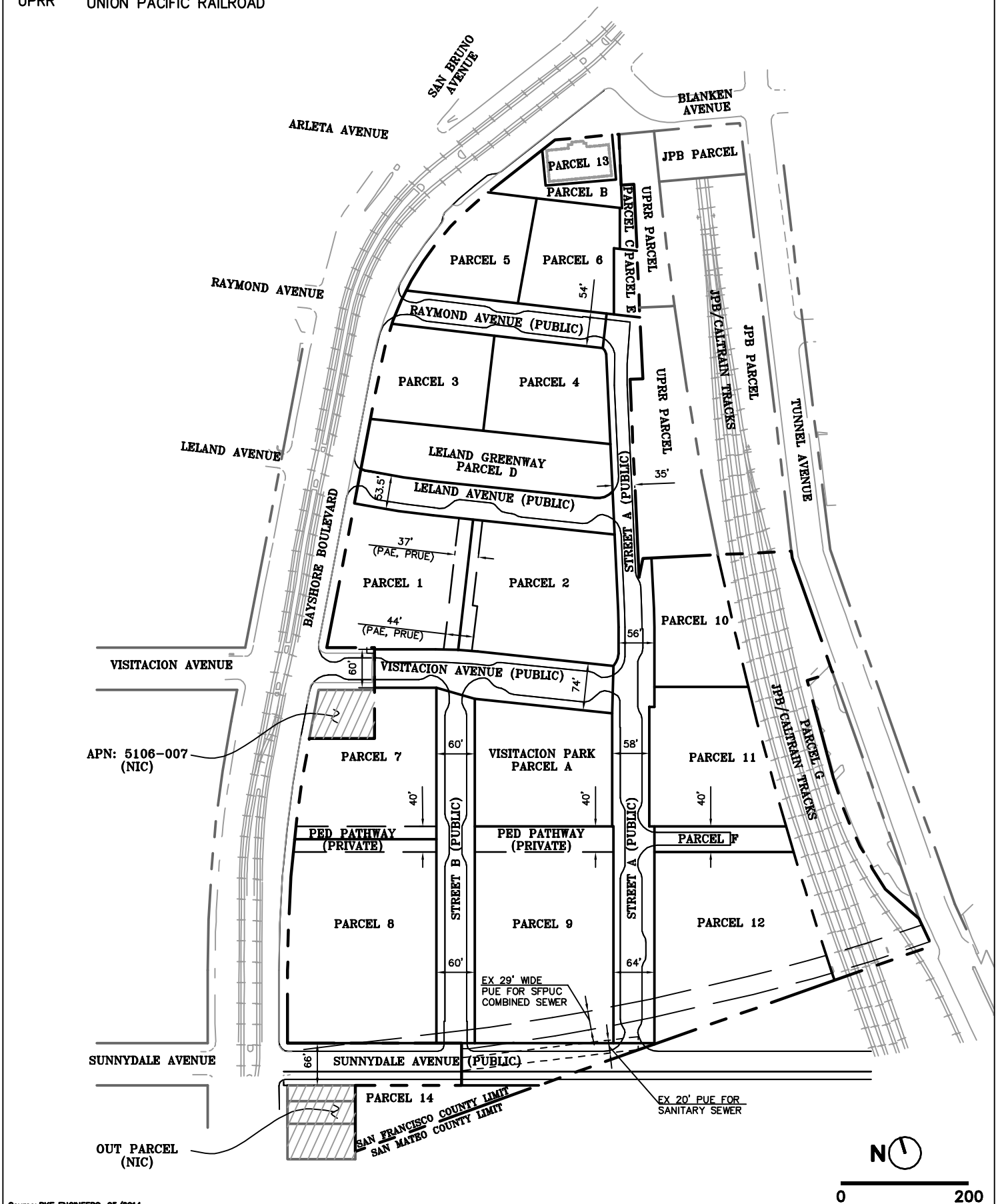
Impacts to improvements installed with previous phases of development due to the designs of the new phase will be the responsibility of the Developer and addressed prior to approval of the construction drawings for the Block.

7.9 SFMTA Infrastructure

Where required, the following list of infrastructure items includes items to be owned, operated and maintained by the SFMTA within public rights-of-way:

- Security monitors and cameras
- Signals and Signal Interconnects, including Muni Bus Prioritization signals
- TPS signal preempt detectors

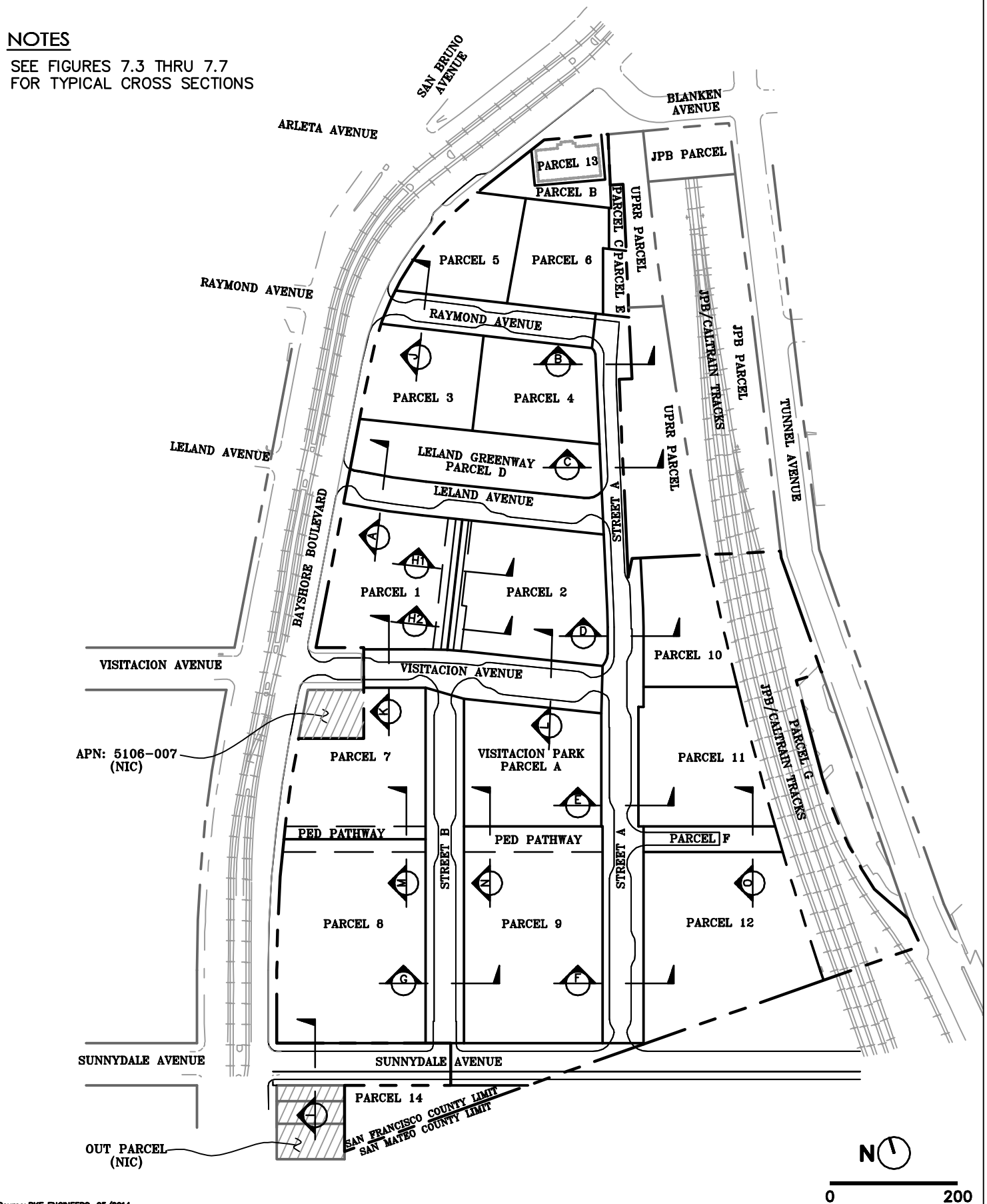
- Conduit containing TPS signal cables
- Shelters
- Paint – poles and asphalt delineating coach stops
- Asphalt painting for transit lanes
- Departure prediction ("NextBus") monitors and related communications equipment
- Bicycle racks
- Crosswalk striping, except for areas with a raised intersection/crosswalk or with painted concrete special striping or other special decorative treatment
- Bike lane and facility striping
- APS/Pedestrian crossing signals
- Street Signs



Source: BKF ENGINEERS, 05/2014

DRAWING NAME: K:\Eng07\070090\DWG\Exhibits\Infrastructure Plan\Plotted Sheets\7.1_Site Plan Street Layout.dwg
PLOT DATE: 05-28-14
PLOTTED BY: yee

FIGURE 7.1: CONCEPTUAL SITE PLAN AND STREET LAYOUT



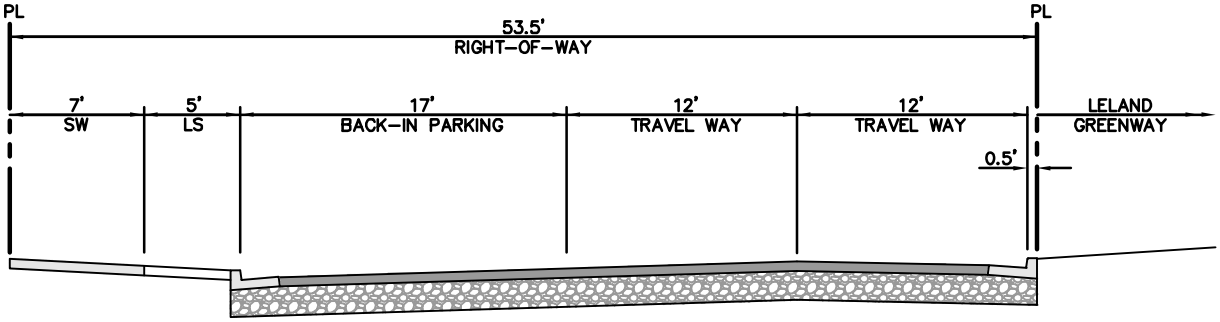
Source: BKF ENGINEERS, 05/2014

DRAWING NAME: K:\Eng07\070090\DWG\Exhibits\Infrastructure Plan\Plotted Sheets\7.2_Plan View Cross Sections.dwg
PLOT DATE: 05-28-14
PLOTTED BY: yee

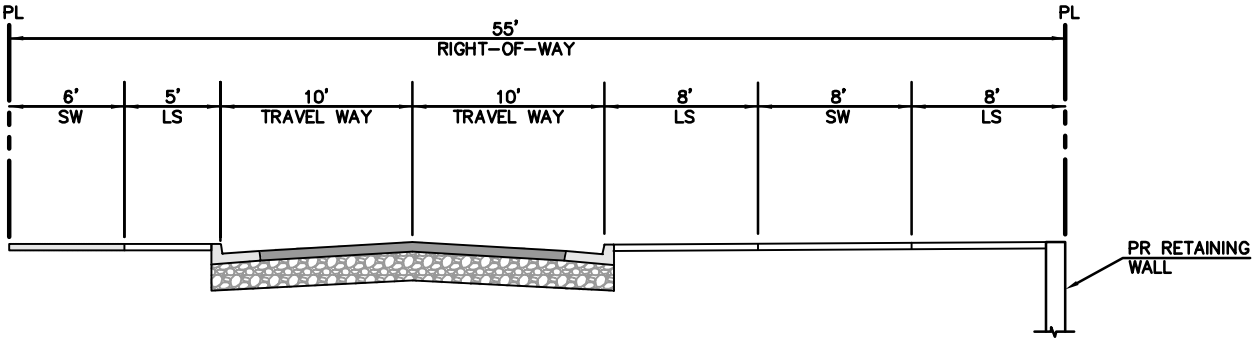
FIGURE 7.2: PLAN VIEW & CROSS SECTION LOCATIONS

LEGEND

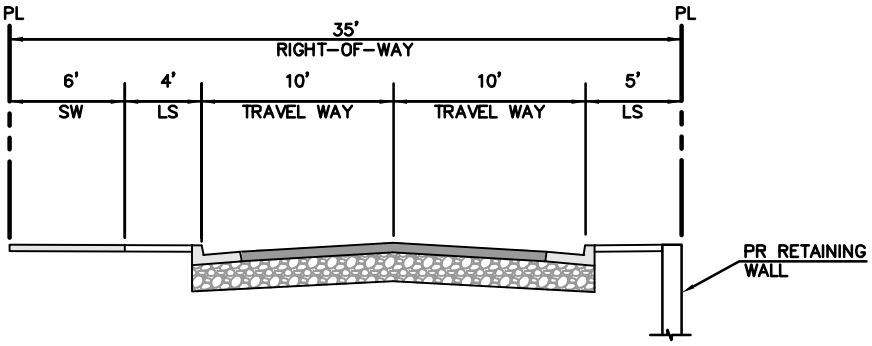
LS	LANDSCAPING
PAE	PUBLIC ACCESS EASEMENT
PL	PROPERTY LINE
PR	PROPOSED
PRUE	PRIVATE UTILITY EASEMENT
SW	SIDEWALK



A — LELAND AVENUE
NTS



B — STREET A
NTS



C — STREET A
NTS

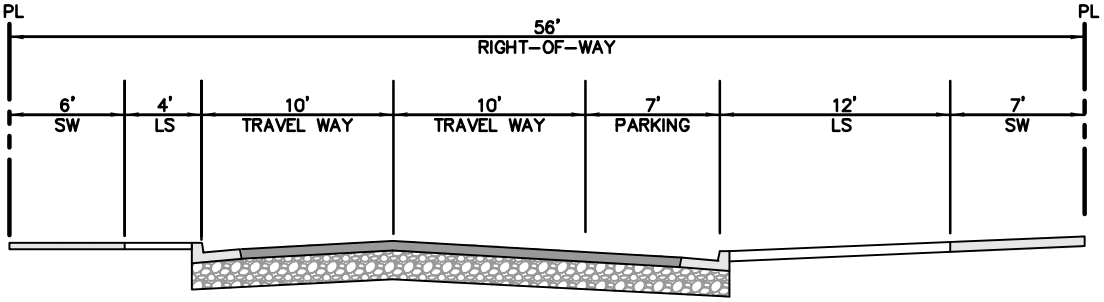
Source: BKF ENGINEERS, 05/2014

DRAWING NAME: K:\Eng07\070090\DWG\Exhibits\Infrastructure Plan\Plotted Sheets\7.3-7.7_Street Cross Sections.dwg
PLOT DATE: 05-28-14
PLOTTED BY: yee

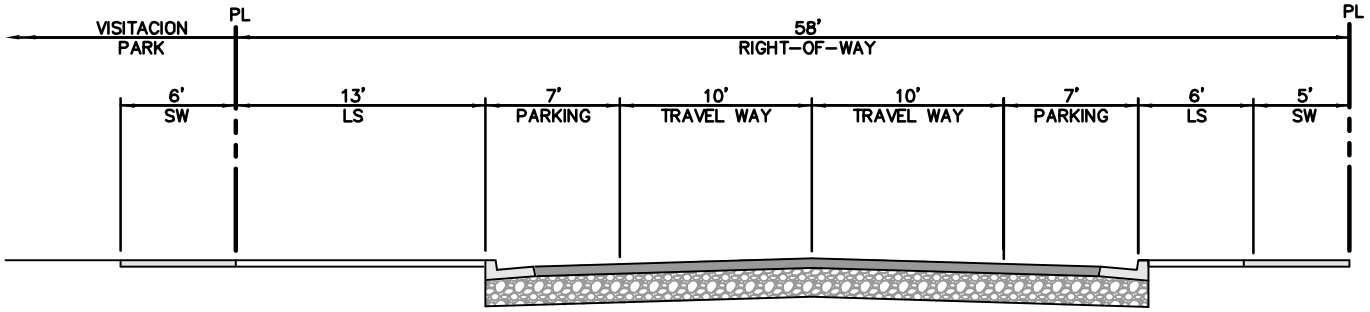
FIGURE 7.3: TYPICAL STREET CROSS SECTIONS

LEGEND

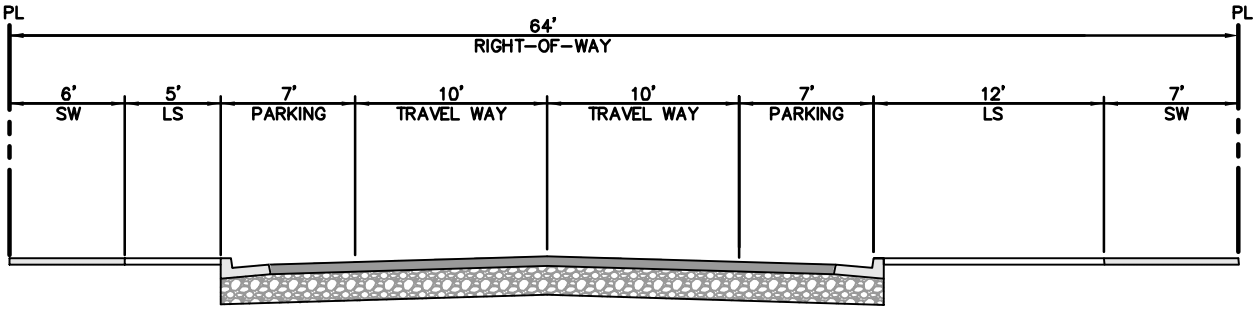
LS	LANDSCAPING
PAE	PUBLIC ACCESS EASEMENT
PL	PROPERTY LINE
PR	PROPOSED
PRUE	PRIVATE UTILITY EASEMENT
SW	SIDEWALK



D — STREET A
NTS



E — STREET A
NTS



F — STREET A
NTS

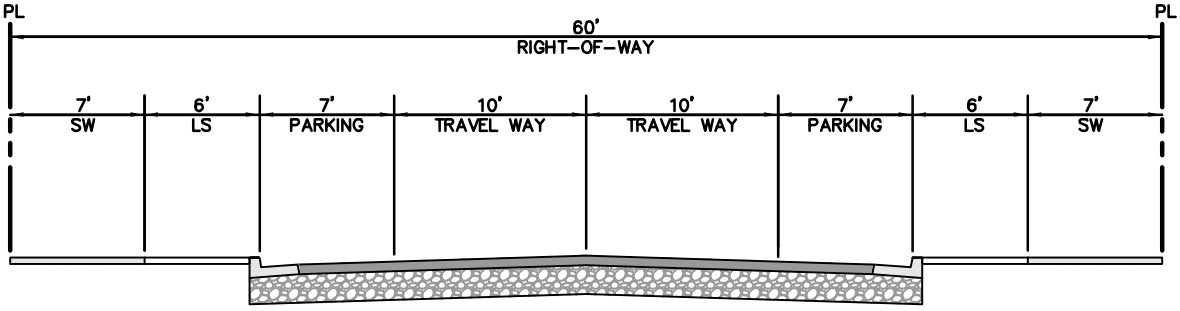
Source: BKF ENGINEERS, 05/2014

DRAWING NAME: K:\Eng07\070090\DWG\Exhibits\Infrastructure Plan\Plotted Sheets\7.3-7.7_Street Cross Sections.dwg
PLOT DATE: 05-28-14
PLOTTED BY: yee

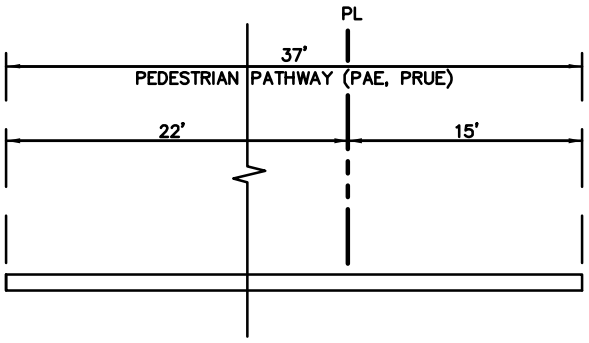
FIGURE 7.4: TYPICAL STREET CROSS SECTIONS

LEGEND

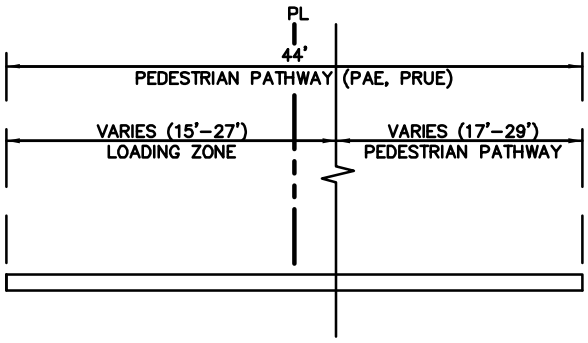
LS	LANDSCAPING
PAE	PUBLIC ACCESS EASEMENT
PL	PROPERTY LINE
PR	PROPOSED
PRUE	PRIVATE UTILITY EASEMENT
SW	SIDEWALK



G — STREET B
NTS



H1 — PEDESTRIAN ACCESS AREA
NTS



H2 — PEDESTRIAN ACCESS AREA
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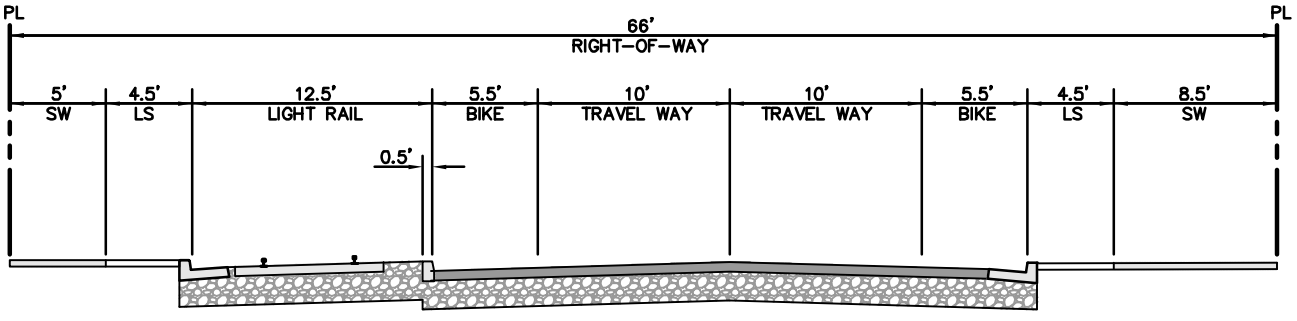


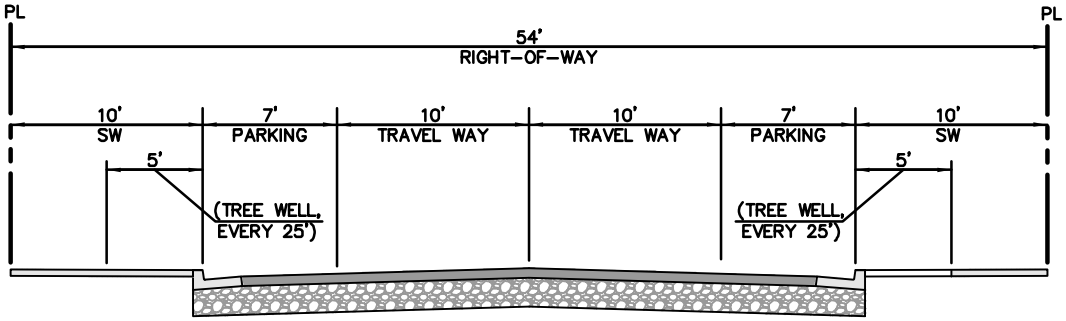
I — SUNNYDALE AVENUE
NTS

Source: BKF ENGINEERS, 05/2014

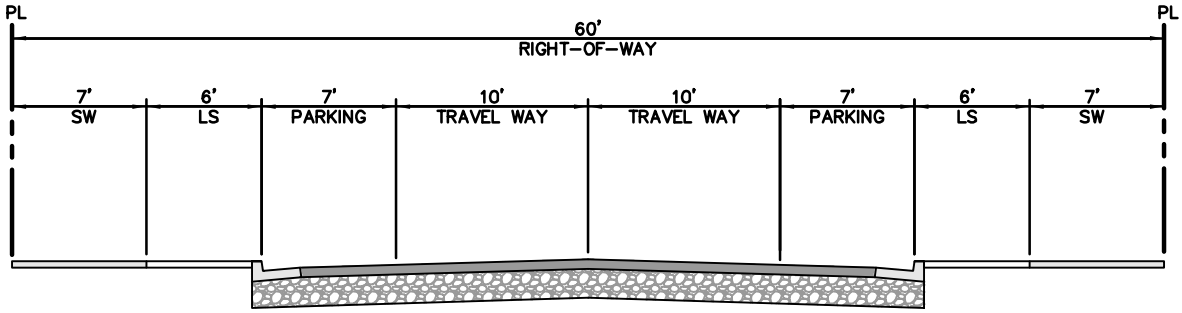
DRAWING NAME: K:\Eng07\070090\DWG\Exhibits\Infrastructure Plan\Plotted Sheets\7.3-7.7_Street Cross Sections.dwg
PLOT DATE: 05-28-14
PLOTTED BY: yee

LEGEND

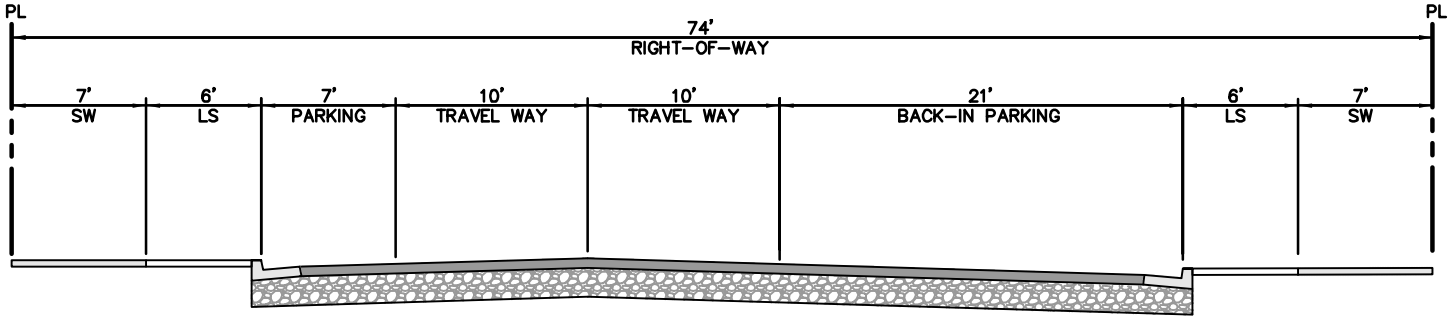
LS	LANDSCAPING
PAE	PUBLIC ACCESS EASEMENT
PL	PROPERTY LINE
PR	PROPOSED
PRUE	PRIVATE UTILITY EASEMENT
SW	SIDEWALK



J – **RAYMOND AVENUE**
NTS



K – **VISITACION AVENUE**
NTS

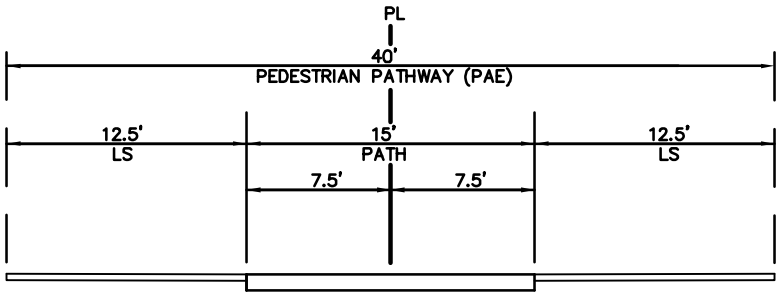


L – **VISITACION AVENUE**
NTS

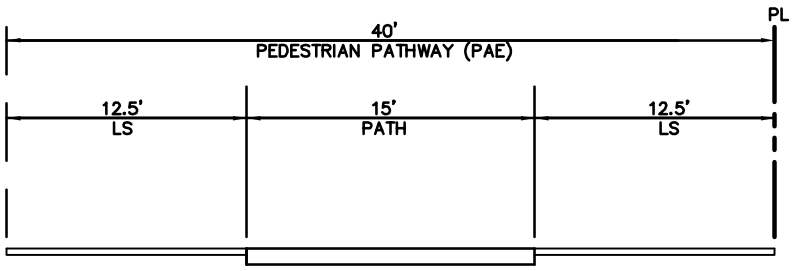
Source: BKF ENGINEERS, 05/2014

LEGEND

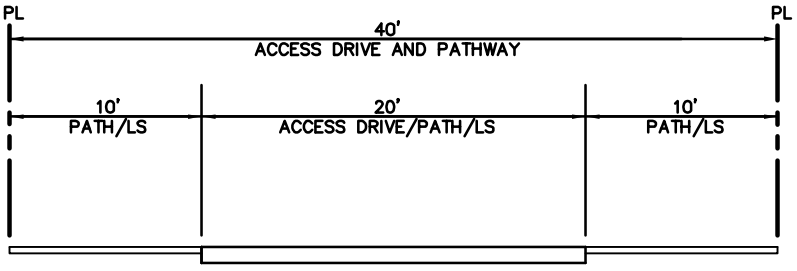
LS	LANDSCAPING
PAE	PUBLIC ACCESS EASEMENT
PL	PROPERTY LINE
PR	PROPOSED
PRUE	PRIVATE UTILITY EASEMENT
SW	SIDEWALK



M – **PRIVATE PEDESTRIAN ACCESS PATH**
NTS

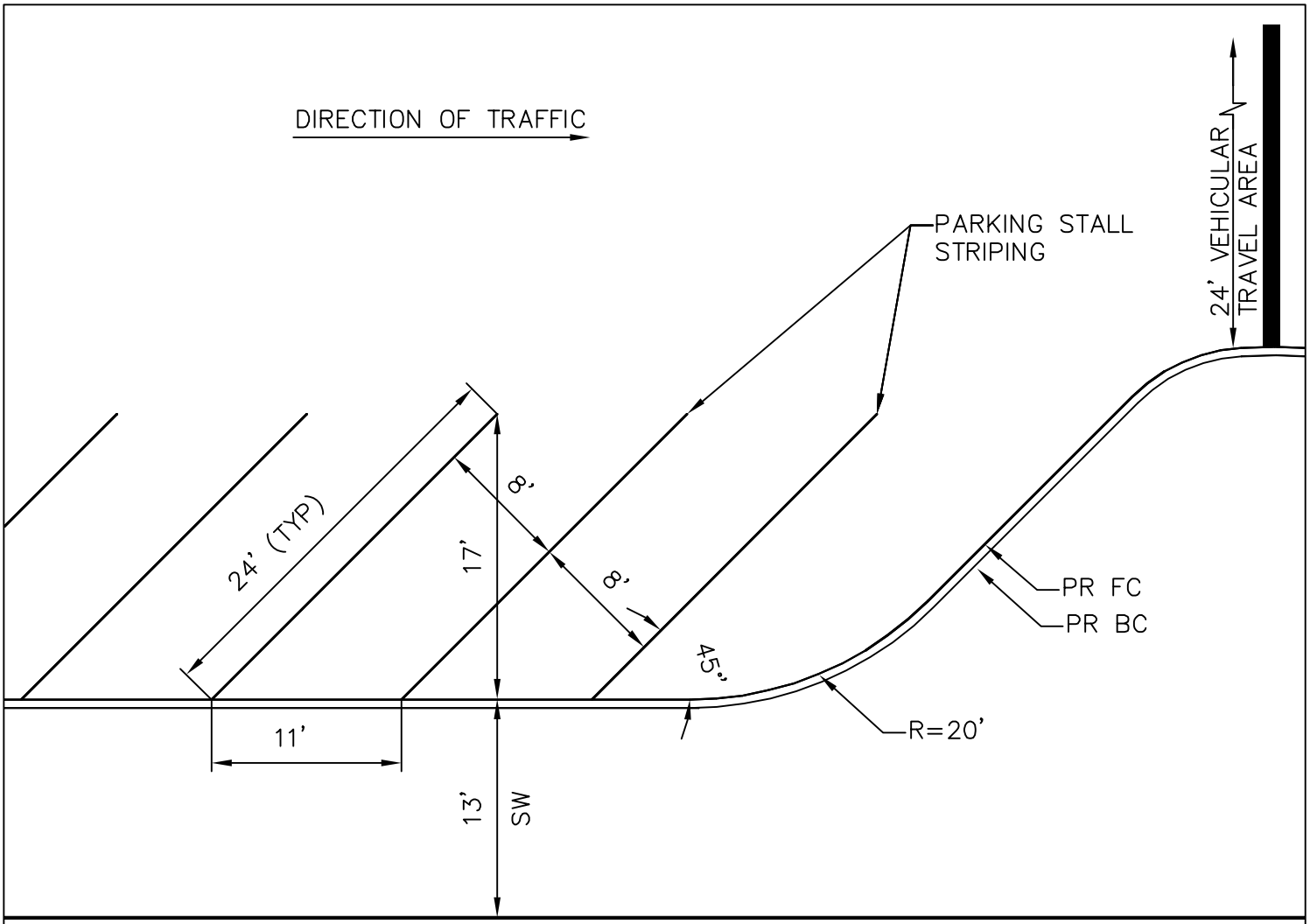


N – **PRIVATE PEDESTRIAN ACCESS PATH**
NTS



O – **PRIVATE ALLEY**
NTS

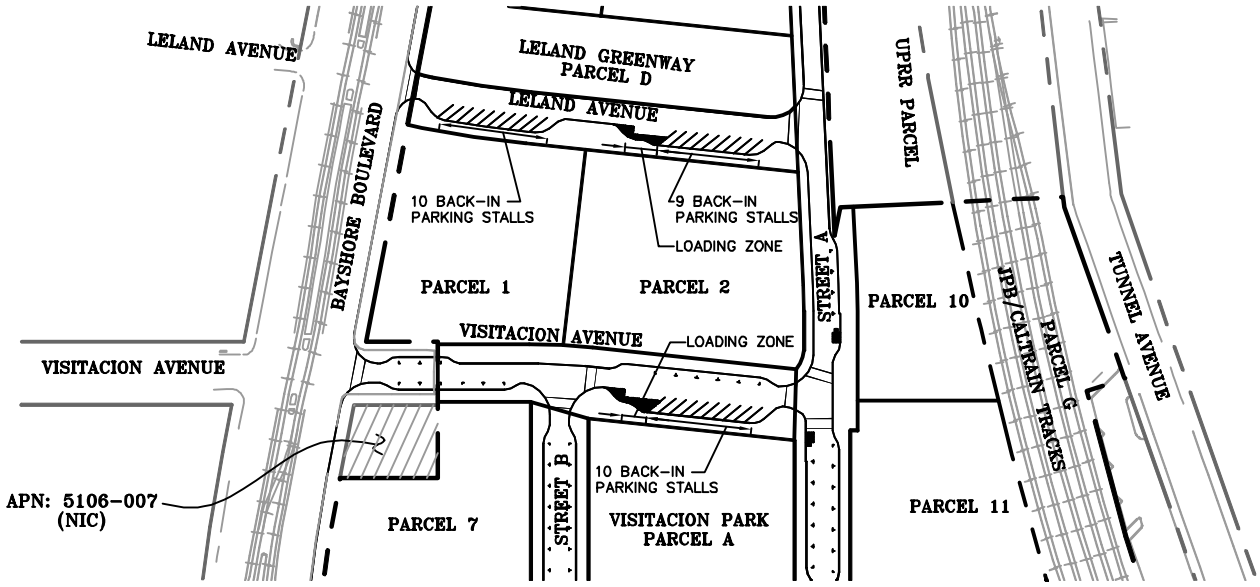
Source: BKF ENGINEERS, 05/2014



BACK-IN PARKING STALL DETAIL

N

0 10



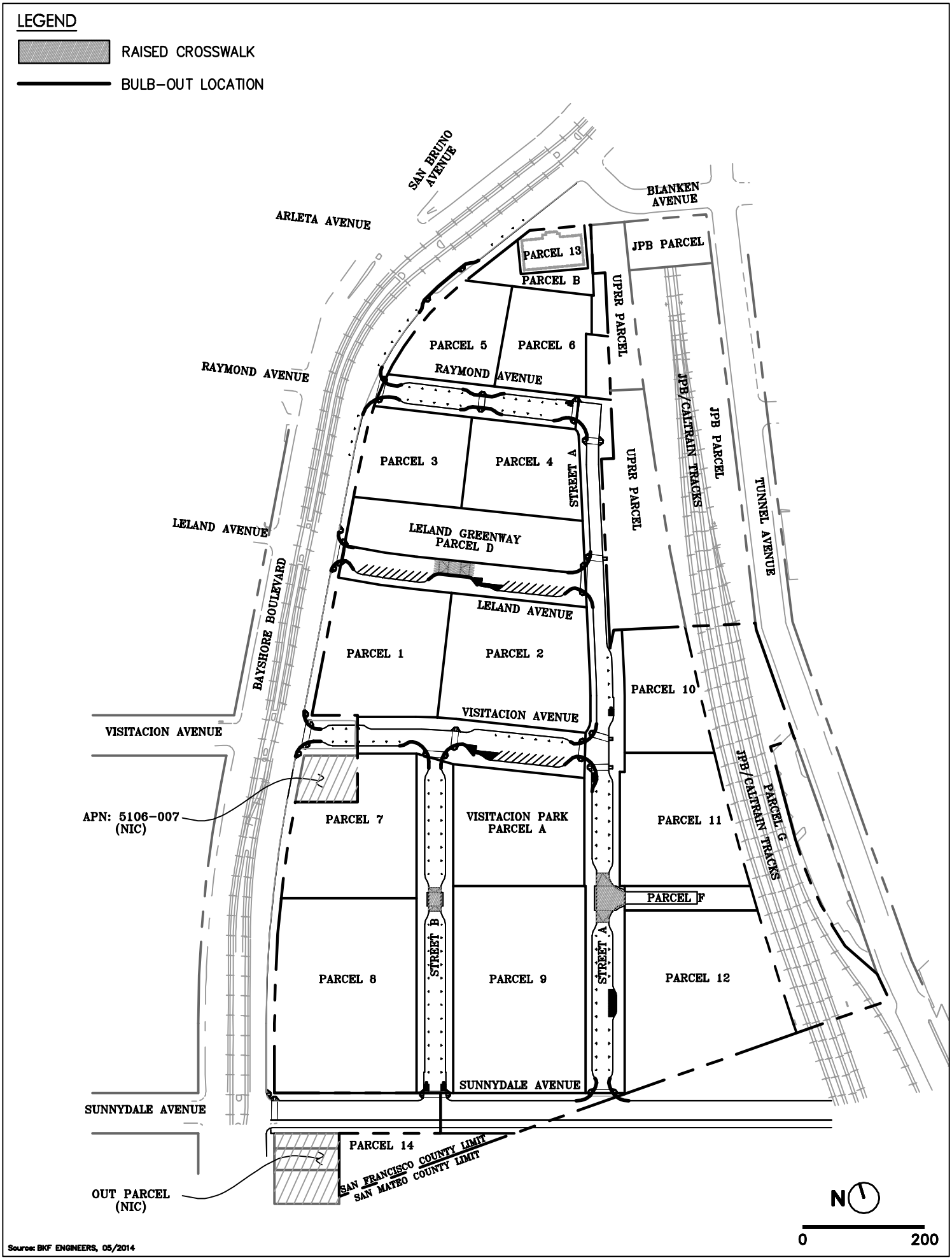
LOCATION OF BACK-IN PARKING STALLS

N

0 200

Source: BKF ENGINEERS, 05/2014

DRAWING NAME: K:\Eng07\070090\DWG\Exhibits\Infrastructure Plan\Plotted Sheets\7.8_Typical Back-in Parking Stall.dwg
PLOT DATE: 05-28-14 PLOTTED BY: yee



Source: BKF ENGINEERS, 05/2014

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PLOT DATE: 05-28-14
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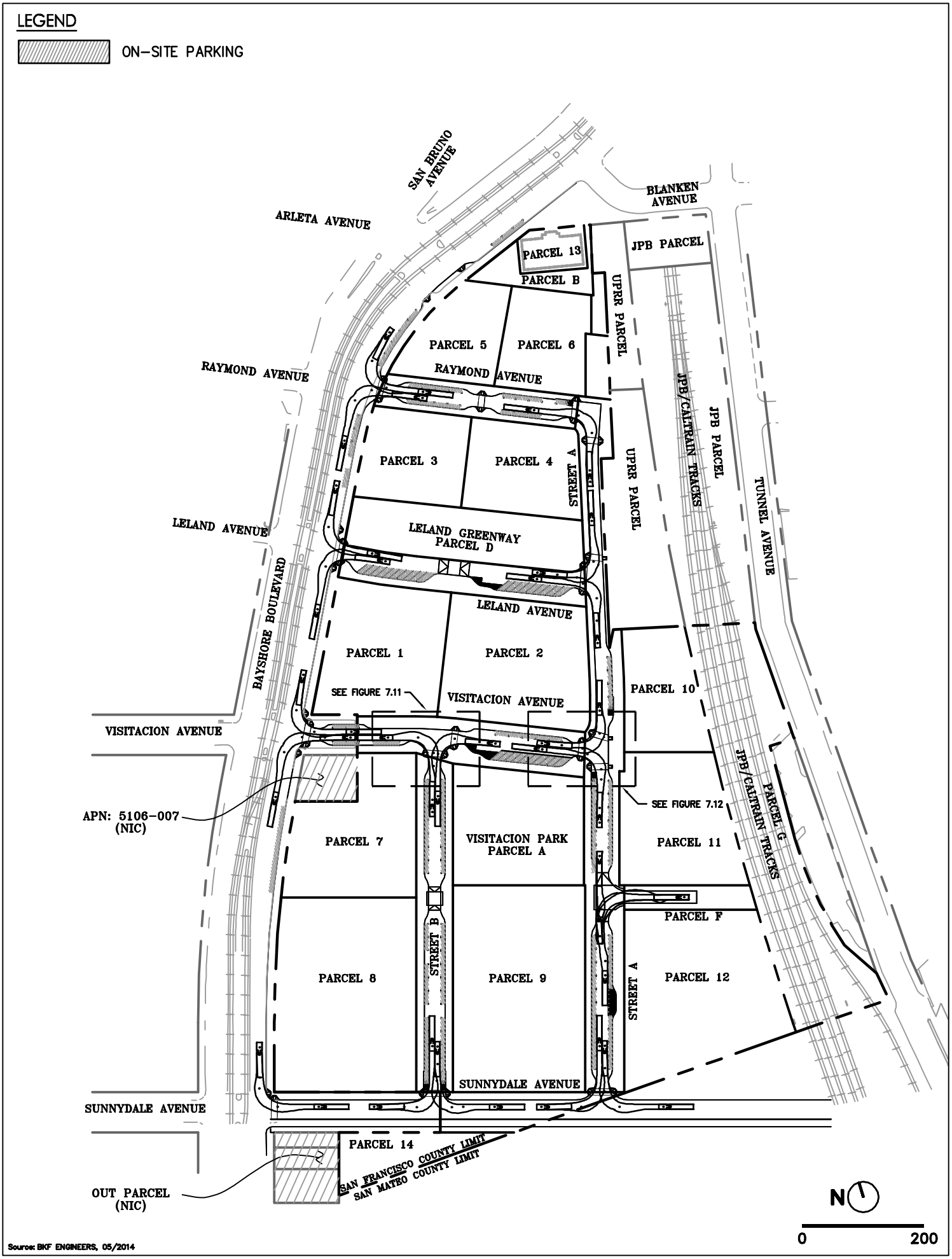
FIGURE 7.9: POTENTIAL TRAFFIC CALMING ELEMENTS



Source: BKF ENGINEERS, 05/2014

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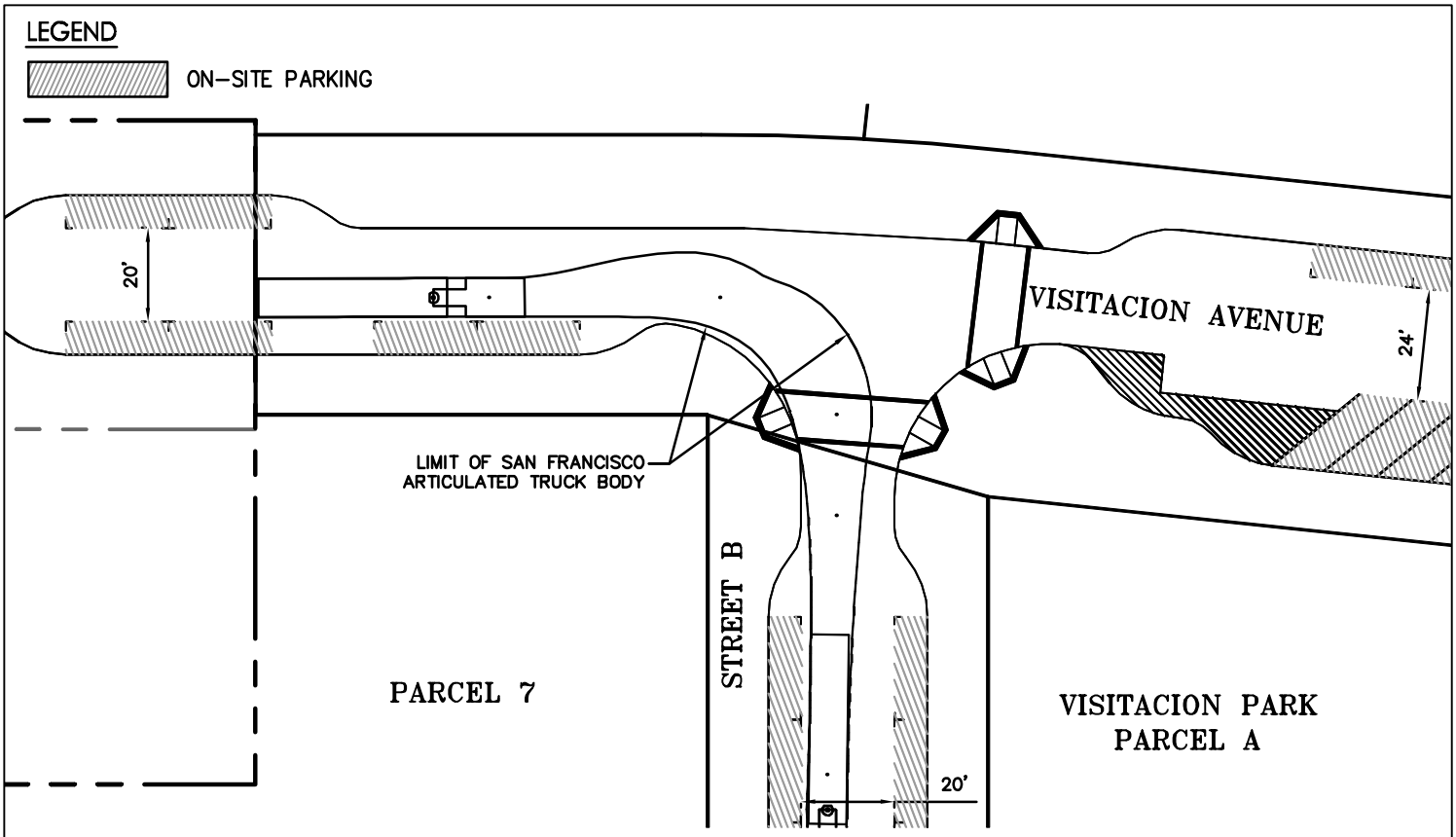
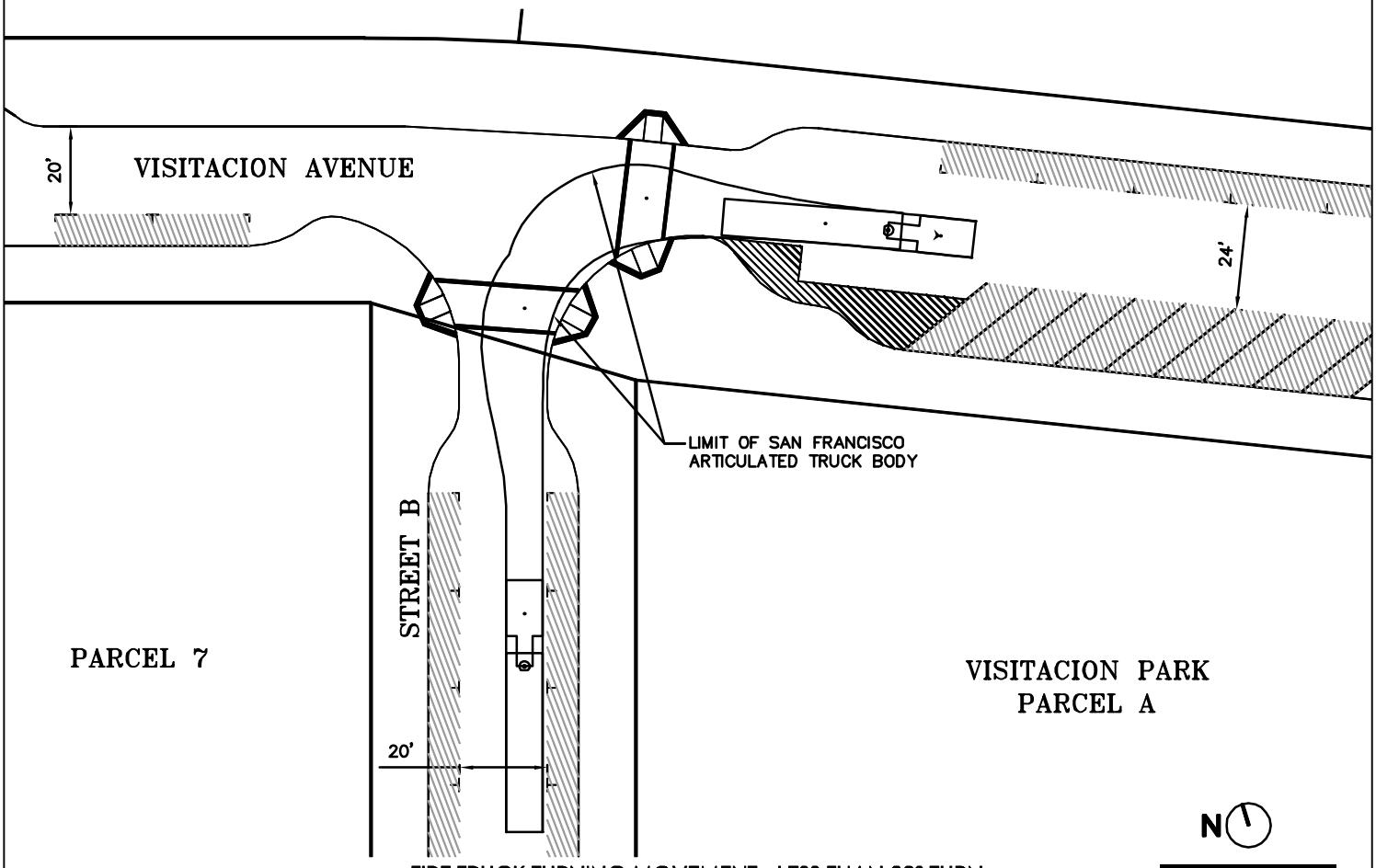
PLOT DATE: 05-28-14
PLOTTED BY: yee

FIGURE 7.10: CONCEPTUAL FIRE TRUCK TURNING ANALYSIS



FIRE TRUCK TURNING MOVEMENT - 90° TURN

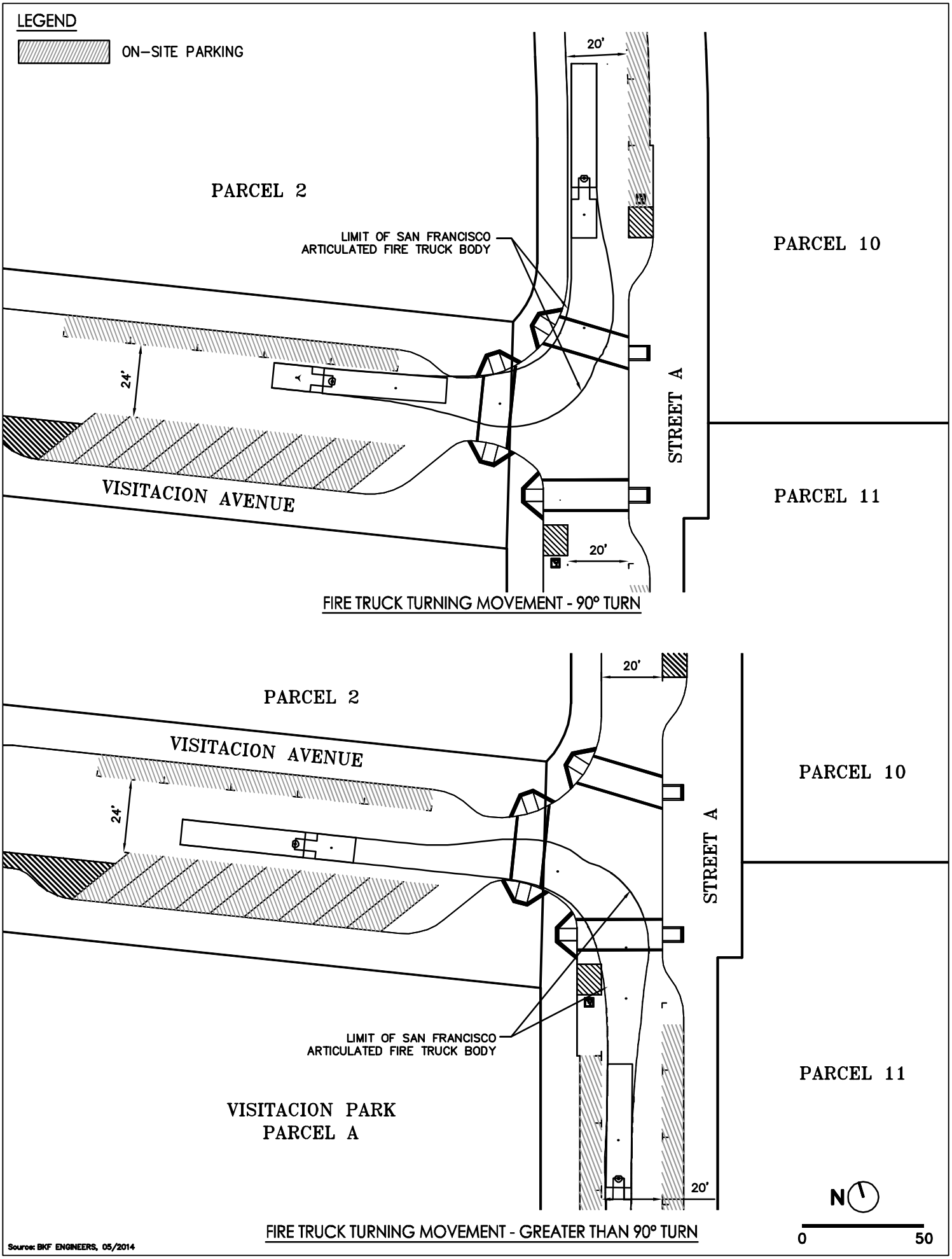


FIRE TRUCK TURNING MOVEMENT - LESS THAN 90° TURN

Source: BKF ENGINEERS, 05/2014

DRAWING NAME: K:\Eng07\070090\DWG\Exhibits\Infrastructure Plan\Plotted Sheets\7.11_Fire Truck Blow up.dwg
PLOT DATE: 05-28-14
PLOTTED BY: yee

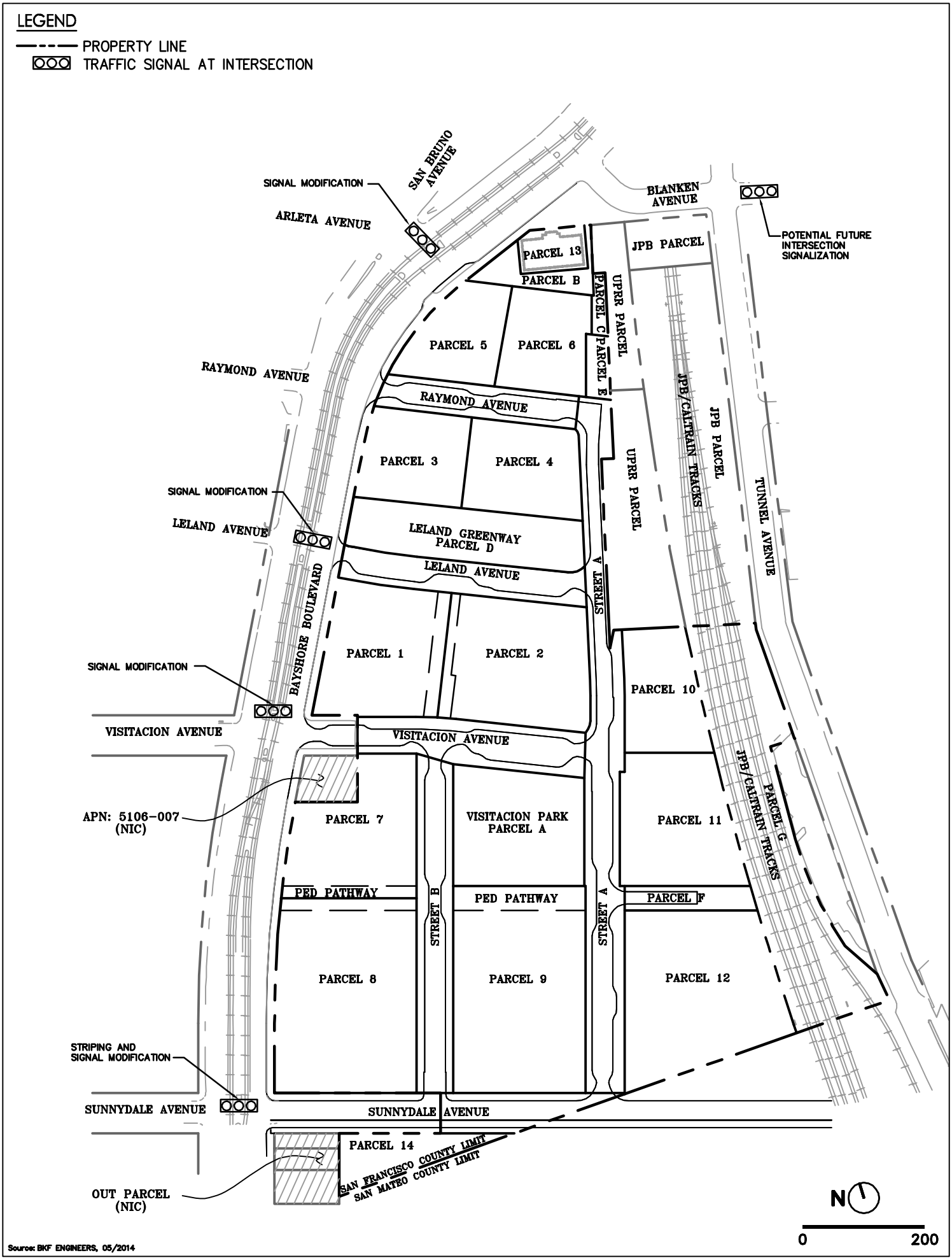
FIGURE 7.11: ENLARGEMENT OF TYPICAL INTERSECTION FIRE TRUCK TURNING



Source: BKF ENGINEERS, 05/2014

DRAWING NAME: K:\Eng07\070090\DWG\Exhibits\Infrastructure Plan\Plotted Sheets\7.12_Fire Truck Blow up.dwg
PLOT DATE: 05-28-14
PLOTTED BY: yee

FIGURE 7.12: ENLARGEMENT OF TYPICAL INTERSECTION FIRE TRUCK TURNING



Source: BKF ENGINEERS, 05/2014

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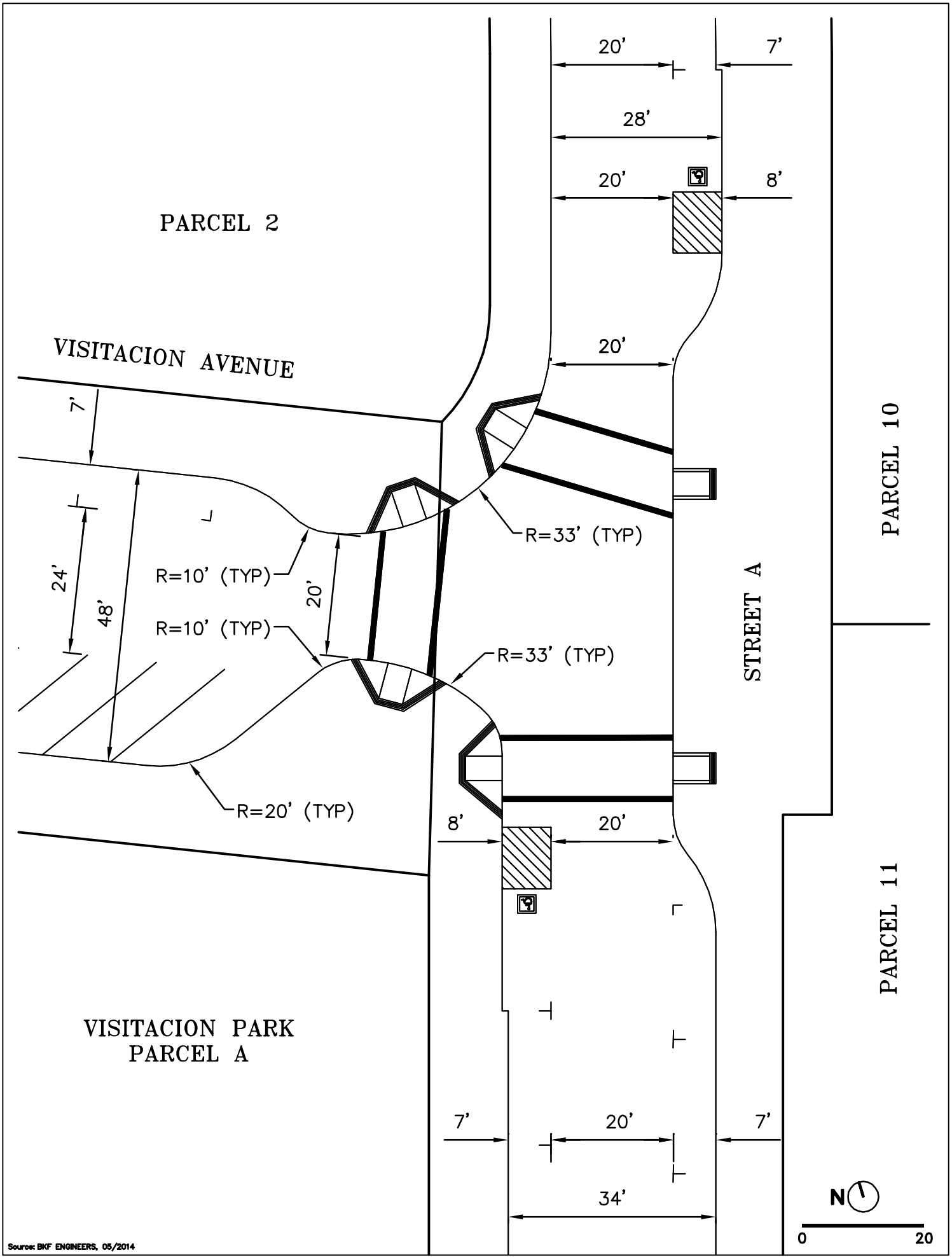
PLOT DATE: 05-28-14
PLOTTED BY: yeee

FIGURE 7.13: PROPOSED OFF-SITE TRAFFIC MITIGATIONS



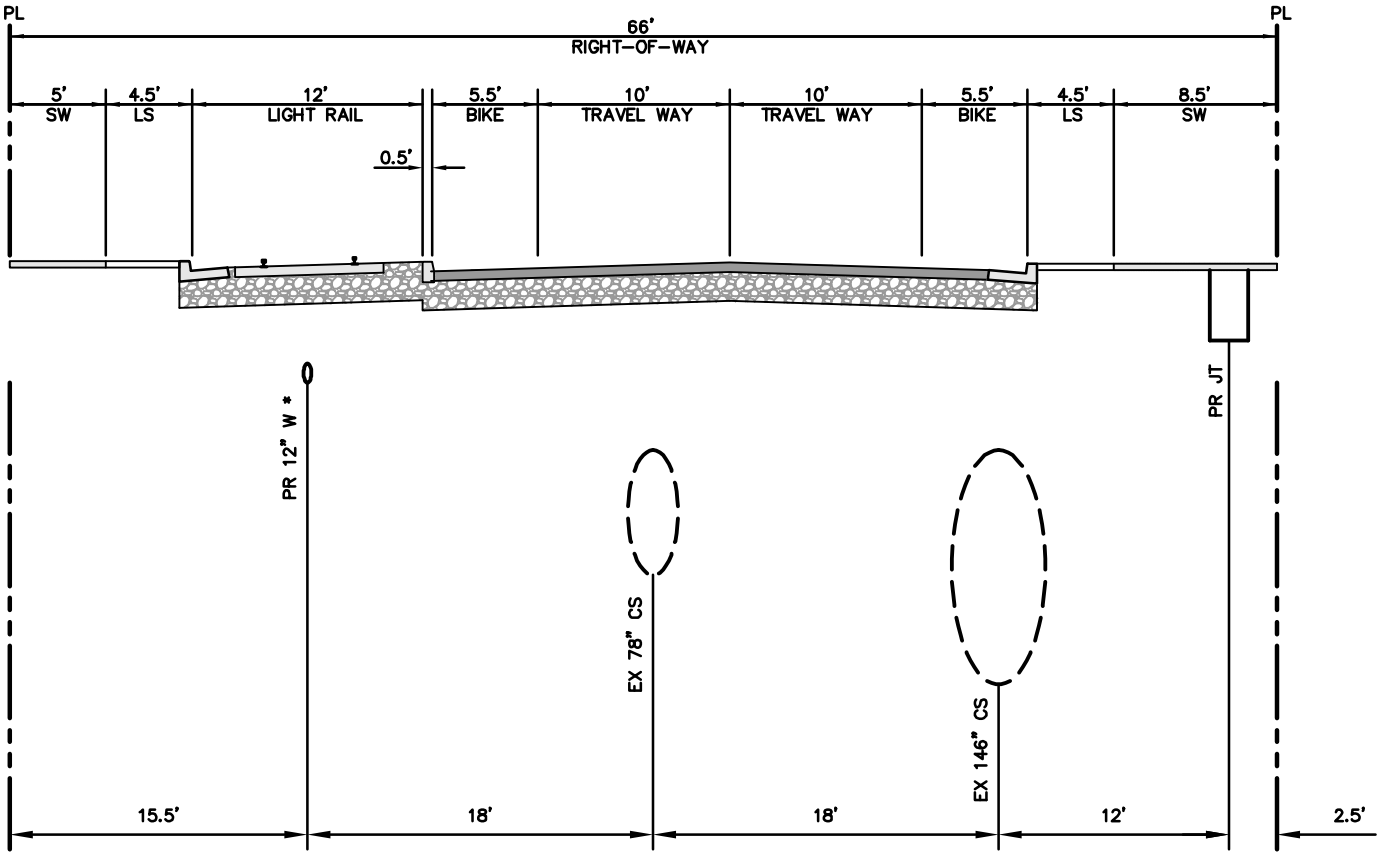
Source: BKF ENGINEERS, 05/2014

DRAWING NAME: K:\Eng07\070090\DWG\Exhibits\Infrastructure Plan\Plotted Sheets\7.14_Bulb-Out Detail.dwg
PLOT DATE: 05-28-14
PLOTTED BY: yee

FIGURE 7.14: TYPICAL INTERSECTION BULB-OUT DETAIL

LEGEND

CS	COMBINED SEWER
EX	EXISTING
JT	JOINT TRENCH
LS	LANDSCAPING
PAE	PUBLIC ACCESS EASEMENT
PL	PROPERTY LINE
PR	PROPOSED
PRUE	PRIVATE UTILITY EASEMENT
SW	SIDEWALK
W	WATER



*NOTE: FINAL LOCATION OF PROPOSED 12" WATER TO BE DETERMINED BY THE SFPUC TO AVOID PLACEMENT UNDERNEATH POTENTIAL MUNI T-THIRD LIGHT RAIL LINE.

1 – **SUNNYDALE AVENUE**
NTS

Source: BKF ENGINEERS, 05/2014

FIGURE 7.15: CONCEPTUAL SUNNYDALE AVENUE UTILITY SECTION

8. OPEN SPACE AND PARKS

8.1 Proposed Public Parks

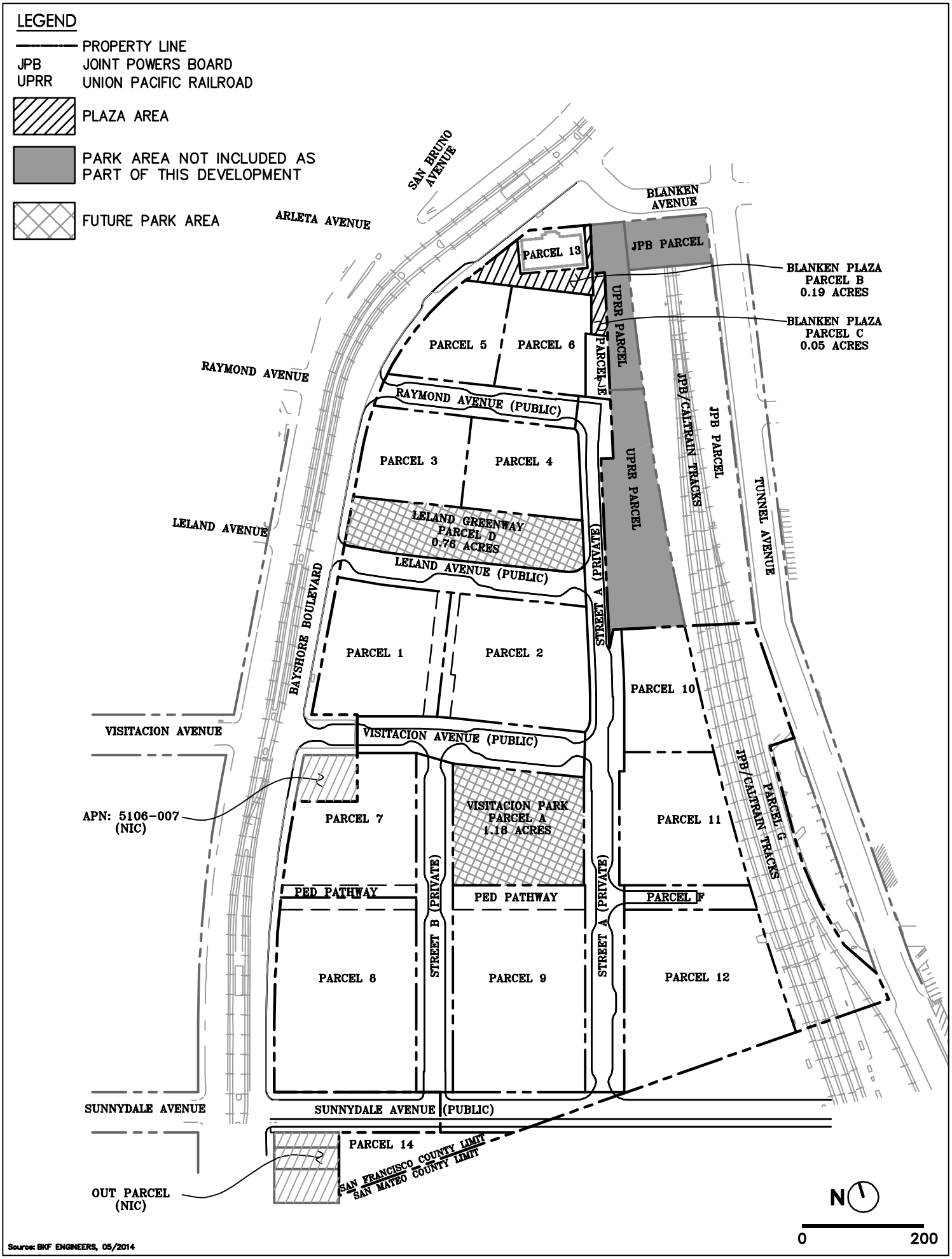
Three major park areas—a portion of the Blanken Park, Leland Greenway, and Visitacion Park—are located on the Project Site and will be constructed as a part of the Project. Land fee title or easement purchase from JPB and UPRR will be required to build the remainder of Blanken Park as proposed in the Open Space and Streetscape Master Plan. Where feasible, stormwater management features may be incorporated into the park areas to promote site sustainability goals and achieve compliance with the SDG. Additional approvals with DTSC will be required should the project pursue infiltration stormwater management elements or stormwater storage and reuse for irrigation, if feasible, associated with achieving compliance with the SDG. Figure 8.1 identifies the locations and areas of the proposed public parks at the Schlage Lock Site. Park improvements, which may include public art and historic commemoration elements, are described in detail in the Open Space and Streetscape Master Plan. These park and infrastructure improvements, including stormwater collection facilities, stormwater management facilities, irrigation systems, and fire hydrants, will be designed and installed per City standards by the Developer. Review, permitting and inspection costs for the park and playground improvements are the responsibility of the Developer. Playground and park designs shall be reviewed and approved by SFDPW prior to permit issuance and shall be inspected for compliance with the approved plans prior to being sanctioned for use.

8.2 Phasing, Operations and Maintenance for Open Space and Parks

The Developer will construct the new parks in phases to match the need for parkland generated by each of the Blocks of the project, as well as the availability of utilities to each park area. The following identifies construction triggers that will dictate the completion of the proposed public park improvements:

- Leland Greenway: Construction will be completed when development of two of the adjacent Blocks (Parcels 3 and 4) is finished.
- Visitacion Park: Construction will be completed when some of the adjacent Blocks are completed.
- Blanken Park: The Historic Office Building Plaza will be completed when Parcels 5 and 6 are constructed.

The maintenance of improvements within the parks, including stormwater management facilities within the park, will be funded through private sources, as described in the DA.



Source: BKF ENGINEERS, 05/2014

DRAWING NAME: K:\Eng07\070090\DWG\Exhibits\Infrastructure Plan\Plotted Sheets\8.1_Proposed Public Park and Plaza Locations.dwg
PLOT DATE: 05-28-14
PLOTTED BY: yee

FIGURE 8.1: PROPOSED PUBLIC PARK & PLAZA LOCATIONS

9. POTABLE WATER SYSTEM

9.1 Existing Low Pressure Water System

Water service will be provided by a water supply, storage, and distribution system operated by the SFPUC. The system will be used for domestic water supply and low pressure fire hydrants. Existing low pressure water system surrounds the site on Bayshore Boulevard (12-inch), Blanken Avenue (8-inch and 12-inch), and on Tunnel Avenue (8-inch and 12-inch) on the east side of the Caltrain/JPB tracks. According to record maps, a 12-inch main crosses under the tracks and connects the Schlage Lock site to the system in Tunnel Avenue.

Service to the former Schlage Lock factory was from the existing main on Bayshore Boulevard at Visitacion Avenue and from the existing main on Tunnel Avenue crossing under the tracks. On-site water facilities were removed as part of the site remediation under the oversight of the DTSC.

9.2 Proposed Low Pressure Water System

9.2.1 Project Water Demands

The project water demands stated as total required flow rate are identified in the Table 9.1 below and in Appendix C. A future project Master Plan that outlines the Project's methods used for calculating the flow demands will be submitted to the SFPUC for review and approval in advance of the 60% construction documents for phased buildout of the public rights-of-way and parks.

	Demand (gpm)
Domestic Average Daily Water Demand	141
Fire Water Demand	4,000
Irrigation Demand	84
Total Required Flow Demand	4,225

Table 9.1: Project Water Demands

9.2.2 Project Water Supply

As included in the project EIR and based on written communication from the SFPUC Director of Water Resources, dated October 11, 2007, the 2005 SFPUC Urban Water Management Plan had accounted for water demands associated with the proposed

redevelopment of the Schlage Lock Site and that development would not require major expansions of the existing water system. As both the proposed project and SFPUC water demand projections have been revised since then, the currently proposed project has subsequently been accounted for in SFPUC's latest City-wide demand projections provided in its 2013 Water Availability Study[1]. As concluded previously, the development would not require major expansions of the existing water system.

9.2.3 Project Water Distribution System

The low pressure water system will be designed and constructed by the Developer, then owned and operated by the SFPUC upon construction completion and improvement acceptance by the SFPUC. The proposed low pressure water system is identified schematically on Figure 9.1. Along Bayshore Boulevard, four new water connections will line up with the project's proposed public street connections to provide an on-site looped system. As determined by the SFPUC, an additional connection to the existing 12-inch pipe near the JPB tracks may be added if the existing line is in an adequate working condition and if the existing stub is located at a convenient location west of the JPB property line on the Schlage Lock Site. This domestic water supply and fire protection system consists of ductile iron pipe mains, low pressure fire hydrants, valves and fittings, and appurtenances. Final pipe sizes, locations, connections and interconnections, flows, pressures, and location and number of fire hydrants will be determined with an EPANET hydraulic model analysis using appropriate design criteria reasonably established by the City. The potable water infrastructure will be located within the public street pavement such that the outside wall of a water or combined sewer pipe is a minimum of 1-foot clear from the lip of gutter and a minimum of 5-feet clear from a proposed tree trunk. The project water system will be modeled by the SFPUC during the Potable Water Master Plan review process to determine on-site system infrastructure requirements. After the Potable Water Master Plan approval process is substantially complete, final water system infrastructure designs for improvements within the new project streets will be submitted to the SFPUC for approval as part of the construction document plan set.

Vertical and horizontal separation distances between adjacent combined sewer system, potable water, and dry utilities will conform to the requirements outlined in Title

[1] http://www.sfwater.org/modules/showdocument.aspx?documentid=4168

22 of the California Code of Regulations and the State of California Department of Health Services Guidance Memorandum 2003-02. See Typical Street Utility (Figure 9.2) for depth and relationship to other utilities. Required disinfection and connections to new mains will be performed by the SFPUC

9.2.4 Proposed Fire Hydrant Locations

As shown on Exhibit 9.3, proposed on-site and off-site fire hydrants have been located at a maximum radial separation of 300 feet between hydrants. In addition, building fire department connections will be located within 100-feet of a fire hydrant. To accommodate the proposed frontage improvements and new street cuts along Bayshore Boulevard, existing fire hydrants will be relocated or replaced by the Developer. Final hydrant locations are subject to the approval of the SFFD, SFPUC, and will be located outside of the curb returns per DPW Order 175,387, where feasible. If fire hydrants are required within the curb returns to meet SFFD requirements, the project will work with the SFPUC and SFDPW to request an exception per Sections VI and VII of DPW Oder 175,387. Pending further discussions and approvals with the SFFD and SFPUC during the master planning process, public fire hydrants may be required on Parcels C and F to provide the necessary fire hydrant coverage at the site. Since the fire hydrants would be placed on private property, public utility easements would be required. Exhibit 9.3 shows 2 Fire Hydrants along the extension of Sunnydale Avenue into Brisbane to provide fire protection to the southwest corner of the project. A future agreement will be required between the City of San Francisco and the City of Brisbane to address the jurisdictional issues across City Limit boundaries.

9.3 Off-site Mitigations

Based on the SFPUC's initial 2008 study and water model using the Project demands, the existing 12-inch main along Sunnydale Avenue between Peabody Street to the west side of Bayshore Boulevard will be replaced by a parallel 16-inch main in order to serve the proposed development. Given the increase in project density, the SFPUC will re-evaluate the project's impacts to its existing system surrounding the site as part of the Potable Water Master Plan approval process and confirm the required off-site mitigations to serve the redevelopment project. It is anticipated that the Developer will either design and construct the off-site improvements or pay a fee to the SFPUC to cover the design and construction costs in the future. The off-site improvements will be owned, operated and maintained by the SFPUC.

9.4 Phases for Potable Water System Construction

The Developer will design and install the new potable water system in advance of or in phases to match the Blocks of the Project, per the Phasing Plan in the DA. The amount of the existing system replaced with each Block may be the minimum necessary to serve the Block. The new Block will connect to the existing systems as close to the edge of the Block area as possible while maintaining the integrity of the existing system for the remainder of the development. Repairs and/or replacement of the existing facilities necessary to serve the Block will be designed and constructed by the Developer.

A Potable Water Master Plan will be submitted to the SFPUC and SFDPW for review and approval in advance of the 60% construction documents for phased buildout of the public rights-of-way and parks. Comments provided by City and its agencies on the Master Plans will be incorporated into the 60%, 95% and 100% construction document submittals for review and approval by the City and its agencies.

The SFPUC will be responsible for maintenance of existing potable water facilities. The SFPUC will be responsible for the new potable water facilities once construction of the Block or new potable water facility is complete and accepted by the SFPUC. Impacts to improvements installed with previous Blocks of development due to the designs of new Blocks will be the responsibility of the Developer and addressed prior to approval of the construction drawings for the new Block.

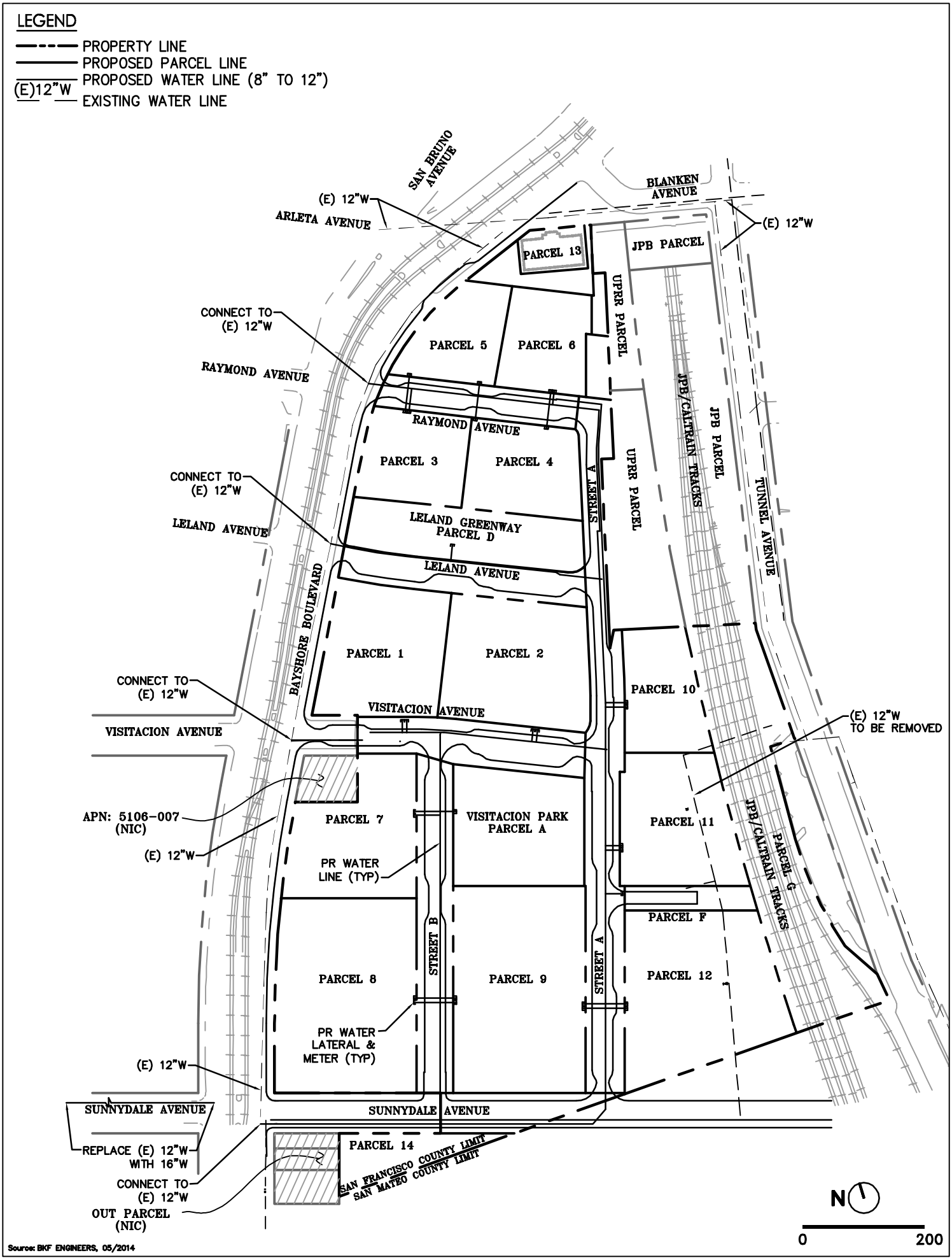


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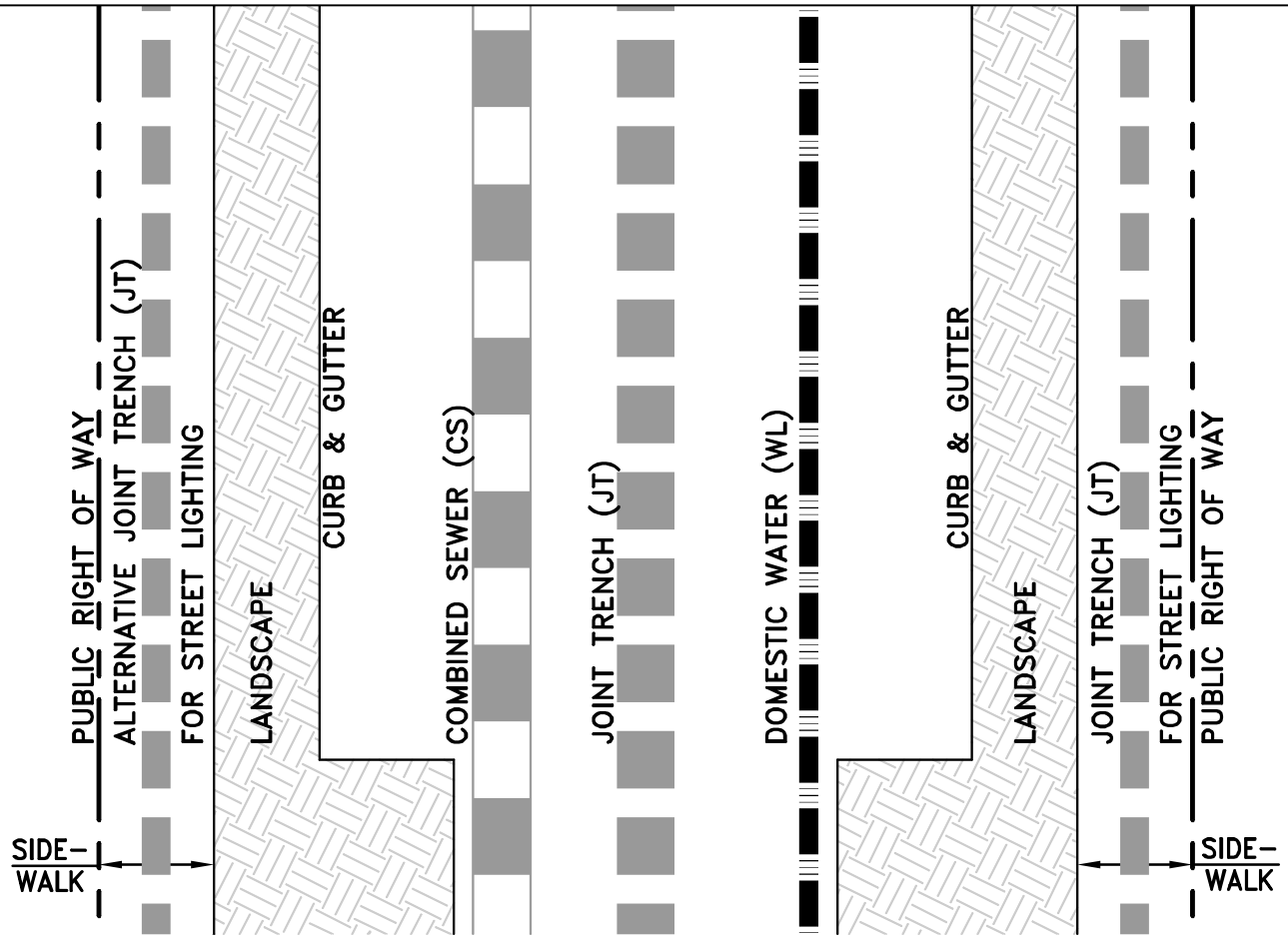
FIGURE 9.1: CONCEPTUAL POTABLE WATER SYSTEM



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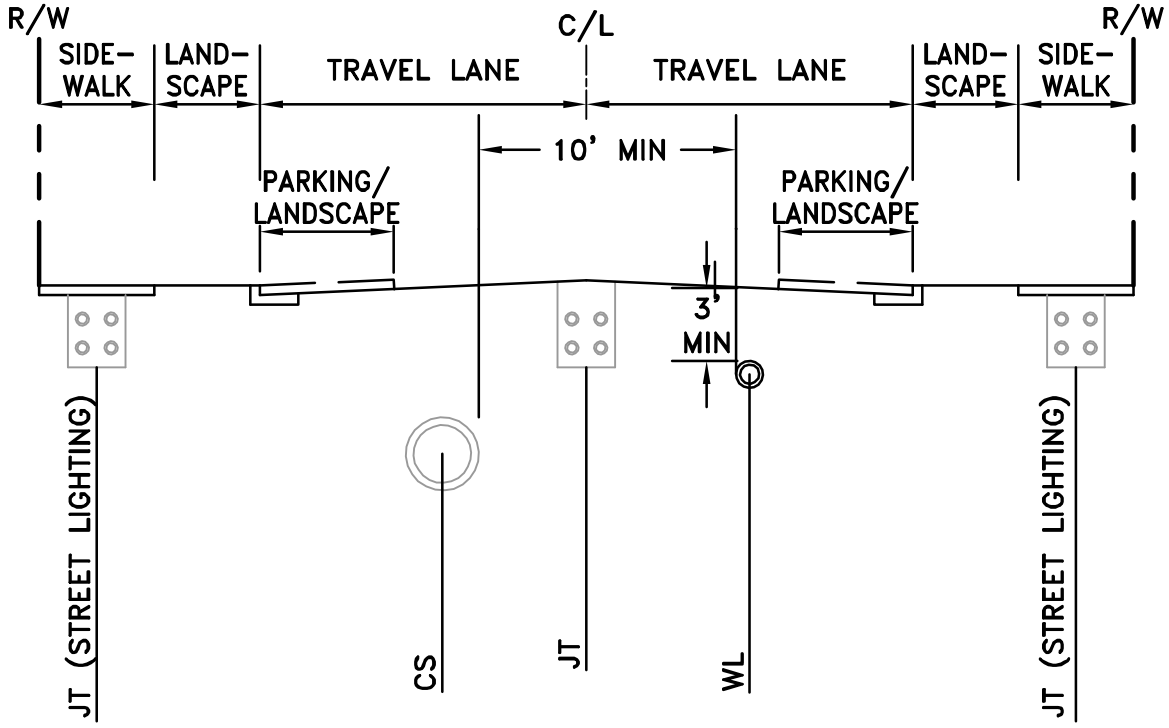

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FIGURE 9.2: TYPICAL UTILITY SECTION WITHIN PUBLIC STREETS

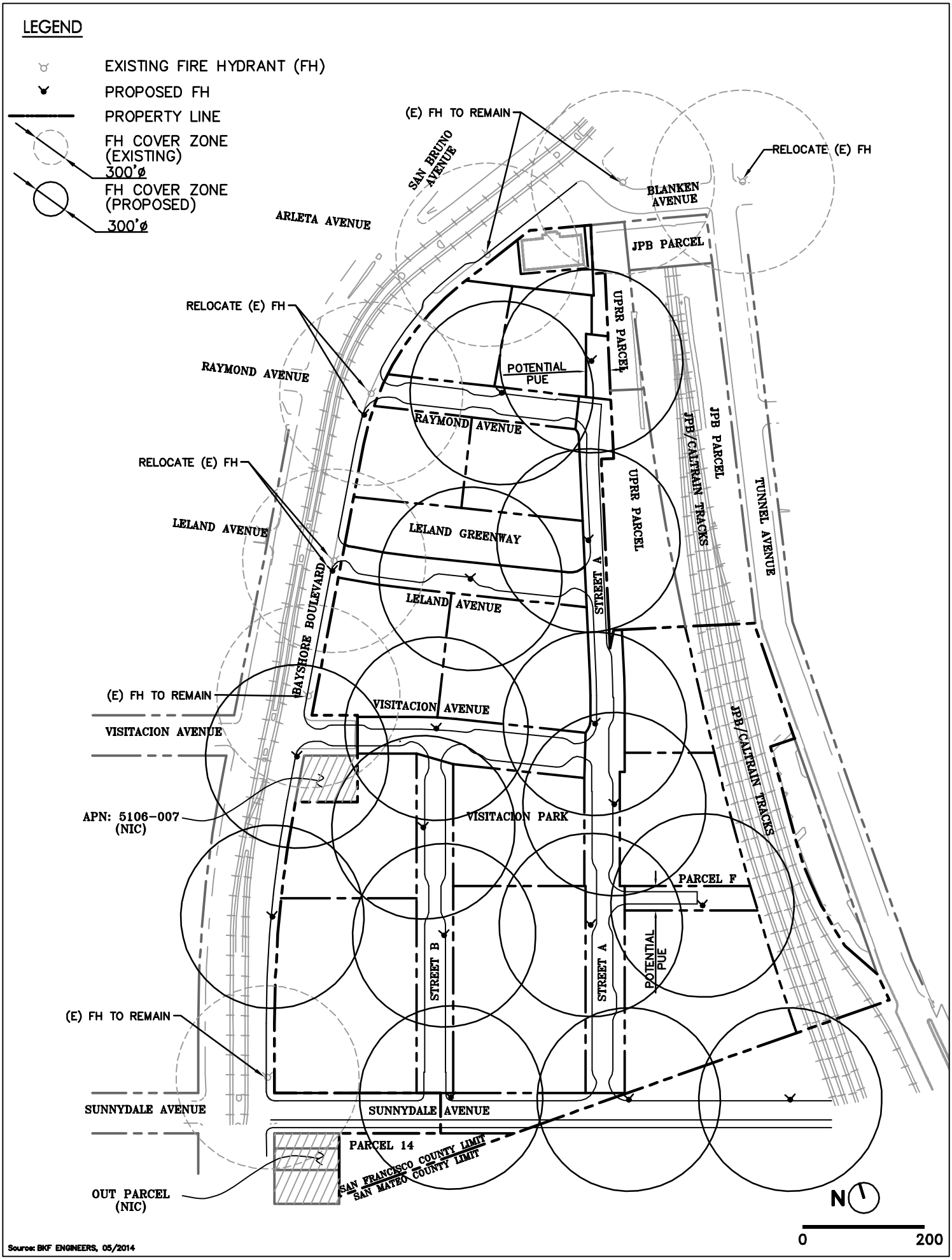

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FIGURE 9.3: CONCEPTUAL FIRE HYDRANT LOCATIONS

10. COMBINED SEWER SYSTEM

10.1 Existing Combined Sewer System

The existing combined sewer main on Bayshore Boulevard connects to the 78-inch combined sewer main in Sunnydale at the Bayshore Boulevard and Sunnydale Avenue intersection. The existing combined sewer main on Tunnel Avenue (east side of the JPB tracks) also connects to the 78-inch combined sewer. At the intersection of Bayshore Boulevard and Blanken Avenue, the Historic Office Building to remain connects to the existing 15-inch combined sewer main in Blanken Avenue.

Also a 12-inch storm drain line from the former parking lot at the southwest corner of the site drains into the 78-inch Sunnydale main. Flow from the 12-inch combined sewer that runs beneath the JPB tracks connects with existing sanitary sewer infrastructure in Tunnel Avenue and is eventually conveyed to the SWPCP for treatment prior to discharge to the Bay.

The 78-inch combined sewer crosses the San Mateo County line travels beneath the Recology facility and discharges to the Harney Way Box Culvert and into the Sunnydale Pump Station, located east of Highway 101 on Harney Way in Brisbane. Flow from Sunnydale Pump Station is then conveyed through a series of conduits, tunnels and lift stations, eventually arriving at San Francisco's Southeast Water Pollution Control Plant (SWPCP) for treatment prior to discharge to the San Francisco Bay. Based on the project EIR, capacity is available at the SWPCP to serve the proposed project.

The City of San Francisco has recently constructed a new 168-inch combined auxiliary sewer main (Sunnydale Auxiliary Sewer) that runs approximately parallel to the existing 78-inch combined sewer main in Sunnydale Avenue. The Sunnydale Auxiliary Sewer has been installed within San Francisco County and runs parallel to the County line within a 29-foot public easement. An access structure with a 48-inch-by-48-inch connection knockout was installed within Sunnydale Avenue on the east side of the Sunnydale Avenue and Bayshore Boulevard intersection. At select locations, the Sunnydale Auxiliary Sewer is hydraulically linked to the 78-inch Sunnydale Combined Sewer with flow diversion structures. Similar to the 78-inch Sunnydale combined sewer, the 168-inch main connects to the Harney Way Box Culvert where flows will then be conveyed to the SWPCP for treatment prior to discharge to the San Francisco Bay.

10.2 Proposed Combined Sewer System

10.2.1 Proposed Sanitary Sewer Demands

Project sanitary sewer demands conservatively assume a 95% return on water demands resulting in an Average Daily Dry Weather Flow (ADWF) of approximately 192,300 gallons per day (gpd) (See Appendix C). A Combined Sewer Master Plan that outlines the Project's methods for calculating the flow demands will be submitted to the SFPUC for review and approval in advance of the 60% construction documents for phased buildout of the public rights-of-way and parks. Applying a peaking factor of 3 to the ADWF, the project is anticipated to generate a Peak Dry Weather Flow (PDWF) of 576,900 gpd. As recommended by the Subdivision Regulations, an Inflow and Infiltration rate (I&I) of 0.003 cubic feet per second (cfs) (~1,925 gpd) per acre is added to the PDWF to calculate the Peak Wet Weather Flow (PWWF). Including the project I&I of 38,507gpd/acre, the anticipated PWWF for the project is approximately 615.410 gpd.

10.2.2 Proposed Combined Sewer Capacity

Preliminary hydrology models for the entire site have been developed and provided to the City as part of the Tentative Map approval process to confirm the combined sewer system designs and capacity. Storm and sewer flow capacity to serve the entire buildout of the project in the existing 78-inch combined sewer main and the adjacent 168-inch parallel combined sewer main has been confirmed by the "Hydraulic Study for Sewer Connection from Visitacion Valley Redevelopment Project" (Hydraulic Study) by Hydraulic Section IDC, SFDPW, and dated August 2013 (See Appendix B). Per the Hydraulic Study, flow diversion connections are adequately sized to support the demands generated by the development. As documented in the Hydraulic Study, capacity exists within the existing 78-inch combined sewer main on the southern edge of the property to serve the proposed project. In addition, a portion of the sewer demands for Parcel 1 or 2 up to 0.35 cfs may be connected to the existing manhole of the 12-inch main on Visitacion Avenue, approximately 65 feet east of Bayshore Boulevard. An analysis of the impacts of the proposed development demands on the existing upstream and downstream manholes will be reviewed as part of the Combined Sewer Master Plan review and approval process in advance of the 60% construction documents for phased buildout of the public rights-of-way and parks.

10.2.3 Proposed Combined Sewer Design Basis

The proposed combined sewer system will be designed in accordance with the City of San Francisco Subdivision Regulations (Subdivision Regulations) or SFPUC Wastewater Utility Standards, as appropriate. Piping systems will be designed to convey the 5-year storm event inside the combined sewer infrastructure with overland release of the 100-year 90-minute storm conveyed between the top of curb elevations of the streets. Where sewer ejector pumps, diversion line, or interceptors are incorporated into the private development parcel utility system designs, the sewer demands shall be included in the hydrology calculations for sizing combined sewer mains. If pumps, interceptors or diversion lines are not included, the sewer demands shall not be included in the sizing calculations for the combined sewer mains per the City Subdivision Regulations. Where sewer ejector pumps, diversion line, or interceptors are incorporated into the private development parcel utility system designs they will be owned and maintained by the private parcel owner.

10.2.4 Proposed Combined Sewer Design Criteria

As documented in the Subdivision Regulations or SFPUC wastewater utility standards, as appropriate, proposed 6-inch to 21-inch pipes will be constructed from ASTM C-700 Extra Strength Vitrified Clay Pipe (VCP) with 24-inch to 36-inch pipe constructed from ASRM C-700 Extra Strength VCP. High density polyethylene (HDPE) pipe SDR-17 or better will be used in place of VCP where approved by the Director of Public Works with the consent of the SFPUC. HDPE larger than 12-inch shall be mandrel tested. Proposed city main sewers within the development will be constructed on approved crush rock bedding. The minimum residential and commercial service lateral size is 6 inches and 8 inches, respectively. Side sewers will have an air vent and trap. Manhole covers will be solid with manhole spacing set at a maximum distance of 300 to 350 feet and at changes in size, grade or alignment. Stormwater inlets will be installed per the Subdivision Regulations or SFPUC wastewater utility standards and outside of the curb returns crosswalks, accessible passenger loading zones and accessible parking spaces, where feasible.

A minimum cover of 6 feet will be provided on top of mains within public streets, unless a reduced cover depth of up to 4-feet is approved by the Director of Public Works with the consent of the SFPUC. Pipe slopes will be designed to minimum and maximum

values of 0.2 percent and 15 percent, respectively. Mains that are 12 inches to 18 inches in diameter shall have sufficient capacity to carry the design flow when running half full based on depth (d/D = 0.50). Mains larger than 18 inches shall have sufficient capacity to carry the design flow when running 0.75 full based on depth (d/D = 0.75). Freeboard Requirements will conform to the City of San Francisco Subdivision Regulations or SFPUC wastewater utility standards. The minimum freeboard requirement should take precedence over the filling ratio (d/D) for design flow conditions. Unless approved otherwise by the SFPUC, the slope of the main sewer will achieve a minimum velocity of 2 ft/sec under average flow conditions.

Vertical and horizontal separation distances between adjacent combined sewer system, potable water, and dry utilities will conform to the requirements outlined in Title 22 of the California Code of Regulations and the State of California Department of Health Services Guidance Memorandum 2003-02. Where feasible, the combined sewer will be located in the center of the proposed public streets per Subdivision Regulations. As shown in Exhibit 10.2 and as required in many locations within the Project, the combined sewer will be offset from the center of the street to ensure that adjacent water lines can be placed outside of the proposed bulbouts while maintaining the required health code separation clearances. The combined sewer will be located within the public street pavement such that the outside wall of a water or combined sewer pipe is a minimum of 1-foot clear from the lip of gutter and a minimum of 5-feet clear from a proposed tree trunk. Final approval of the combined sewer location within the street section and variances is subject to SFPUC approval during the Combined Sewer Master Plan and Project construction document review process.

10.2.5 Proposed Combined Sewer Collection System

The proposed combined sewer system is identified schematically on Figure 10.1. The combined sewer system will be designed and constructed by the Developer. Street sewers including street drainage within the new City street rights-of-way will be reviewed and approved by the SFPUC. The new combined sewer system will be maintained and owned by the SFPUC, upon construction completion and improvement acceptance by the SFPUC. The proposed system will include stormwater collection structures and sanitary sewer laterals connected by a system of 12-inch to 36-inch gravity combined sewer mains.

A portion of the first phase of development may discharge a flow of approximately 0.35 cubic feet per second (cfs) to an existing manhole of the 12-inch main on Visitacion Avenue, approximately 65 feet east of Bayshore Boulevard.

In addition, similar to the existing condition, the Historic Office Building to remain will connect to the existing 15-inch combined sewer main in Blanken Avenue.

The remainder of the combined sewer system will connect to the existing 78-inch combined sewer on Sunnydale Avenue at two locations. At the both the intersection of Street B and Sunnydale Avenue and the intersection of Street A and Sunnydale Avenue, the on-site combined sewer system will connect to existing manhole structures. When connecting proposed combined sewer infrastructure to the existing 78-inch Sunnydale combined sewer main, a manhole will be installed at the point of connection or on the development's on-site combined sewer main at a maximum distance of 10 feet from the exterior wall of the existing 78-inch Sunnydale combined sewer main. Special connection details at the existing 78-inch Sunnydale combined sewer main will require review and approval by the SFPUC.

See Figure 10.2 for the approximate combined sewer system depth and its relationship to other adjacent utilities.

10.2.6 Construction within the 29-foot wide SFPUC easement

The SFPUC has a 168-inch combined sewer tunnel along the southern edge of the site. The SFPUC holds a 29-foot wide subsurface easement per Recorded Document 2010-J052542 for the sewer tunnel. The language of the easement provides for the future construction of improvements over the easement provided that the improvements do not negatively impact the sewer tunnel. The current project proposes new buildings that will span the sewer tunnel. Building foundations spanning the sewer tunnel will be designed and constructed by the Developer. Structural and architectural plans and specifications, foundation plans and details, and a construction/settlement monitoring program, shall be reviewed and approved by the SFPUC prior to permitting vertical construction on each of the Blocks. Prior to vertical construction on each of the Blocks that may negatively impact the tunnel, as well as following completion of construction,

the Developer shall also submit a video inspection to the SFPUC of the tunnel, in compliance with SFPUC video inspection guidelines.

10.2.7 Proposed Combined Sewer Backflow Prevention

Hydrology models will be developed as part of the Combined Sewer Master Plan review and approval process in advance of the 60% construction documents for phased buildout of the public rights-of-way and parks. The evaluation will analyze the 78-inch flow under pressure conditions to determine the necessity for a backflow prevention device to keep wet weather flows from backing up into the Schlage Lock Site combined sewer system. At the SFPUC's discretion, the developer will construct the improvements as determined by the hydraulic analysis.

10.3 Phases for Combined Sewer System Construction

Construction phasing of the project will comply with the state construction General Permit and provide a Storm Water Pollution Prevention Plan/Erosion and Sediment Control Plan. The Developer will design and install the new combined sewer system to match the Blocks of the project. Some on-site infrastructure remains as part of the environmental grading SWPPP and will be removed by the Developer with the phased buildout of the project. The amount of the existing system replaced within each Block will be the minimum necessary to serve the Block. The new Blocks will connect to the systems constructed in previous phases as close to the edge of the new Block as possible while maintaining the integrity of the system for the remainder of the development. Repairs and/or replacement of the existing system or new system constructed for previous phases necessary to serve the new Block will be designed and constructed by the Developer.

A Combined Sewer Master Plan will be submitted to the SFPUC for review and approval in advance of the 60% construction documents for phased buildout of the public rights-of-way and parks. Detailed infrastructure designs for the combined sewer system will be submitted for review and approval at the 60%, 95% and 100% construction document plan stages for each phase of the project.

The SFPUC will be responsible for the new combined sewer system in public streets once construction of the Block or new combined sewer system is complete and accepted by the SFPUC.

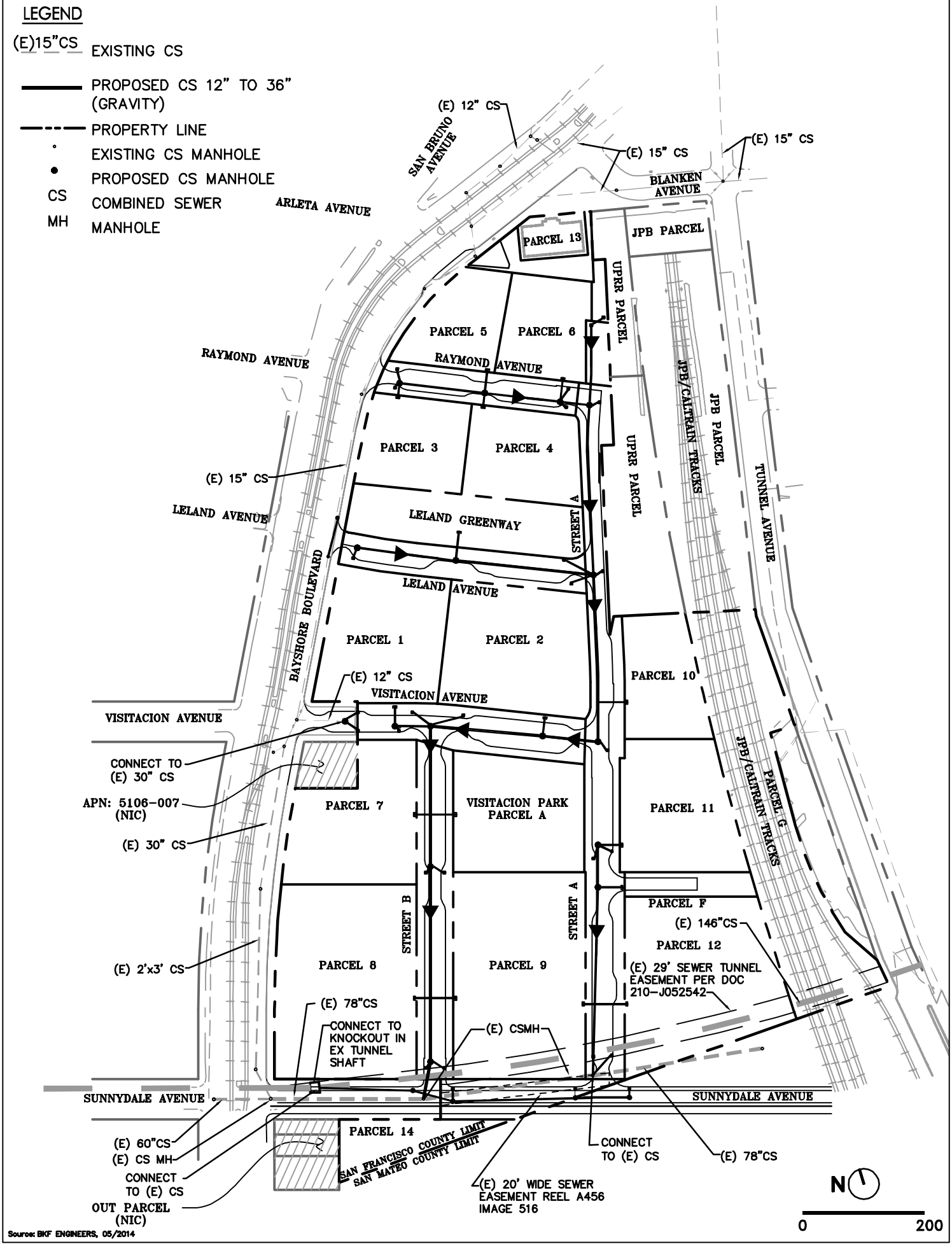

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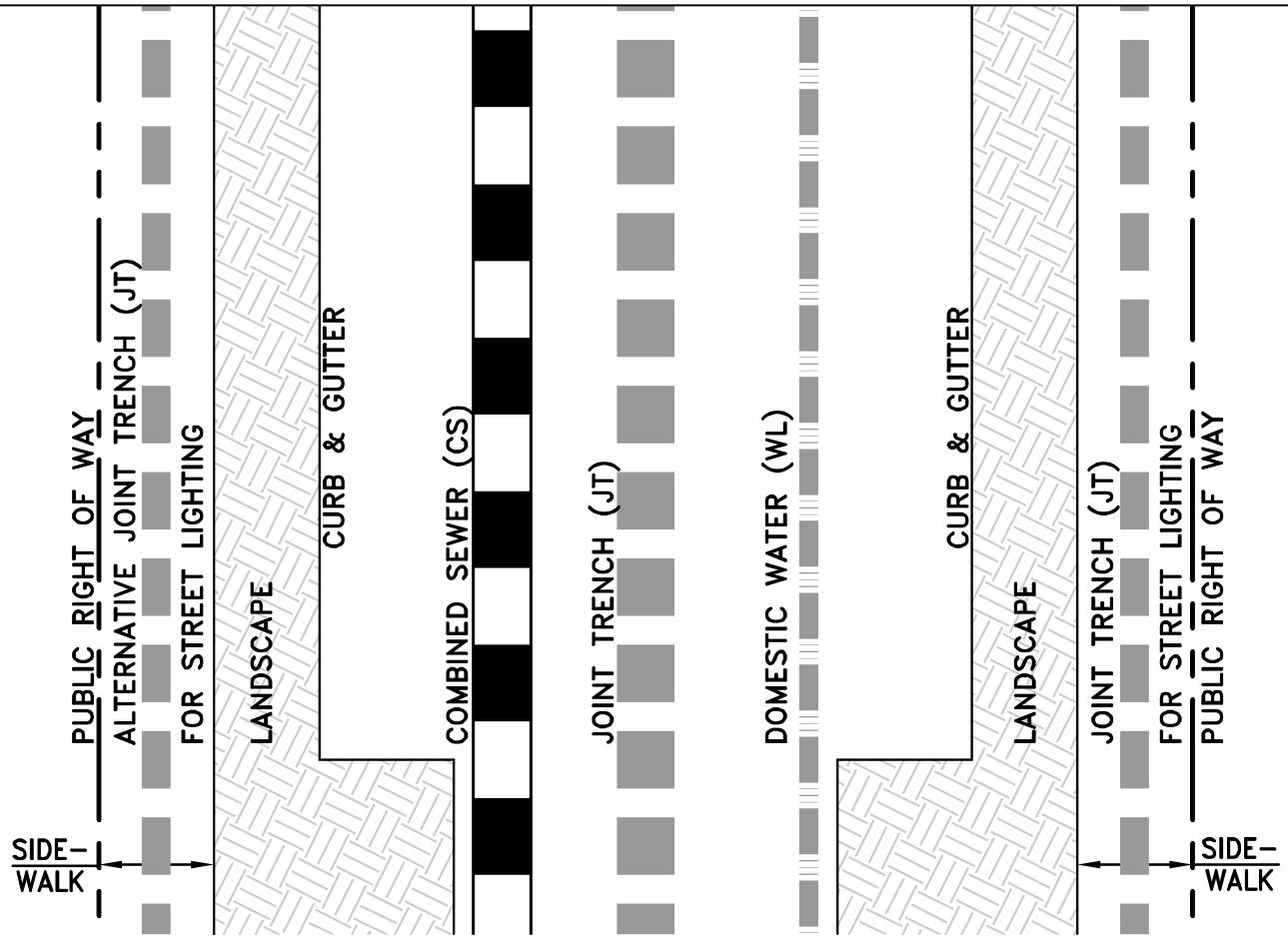
FIGURE 10.1: CONCEPTUAL COMBINED SEWER SYSTEM



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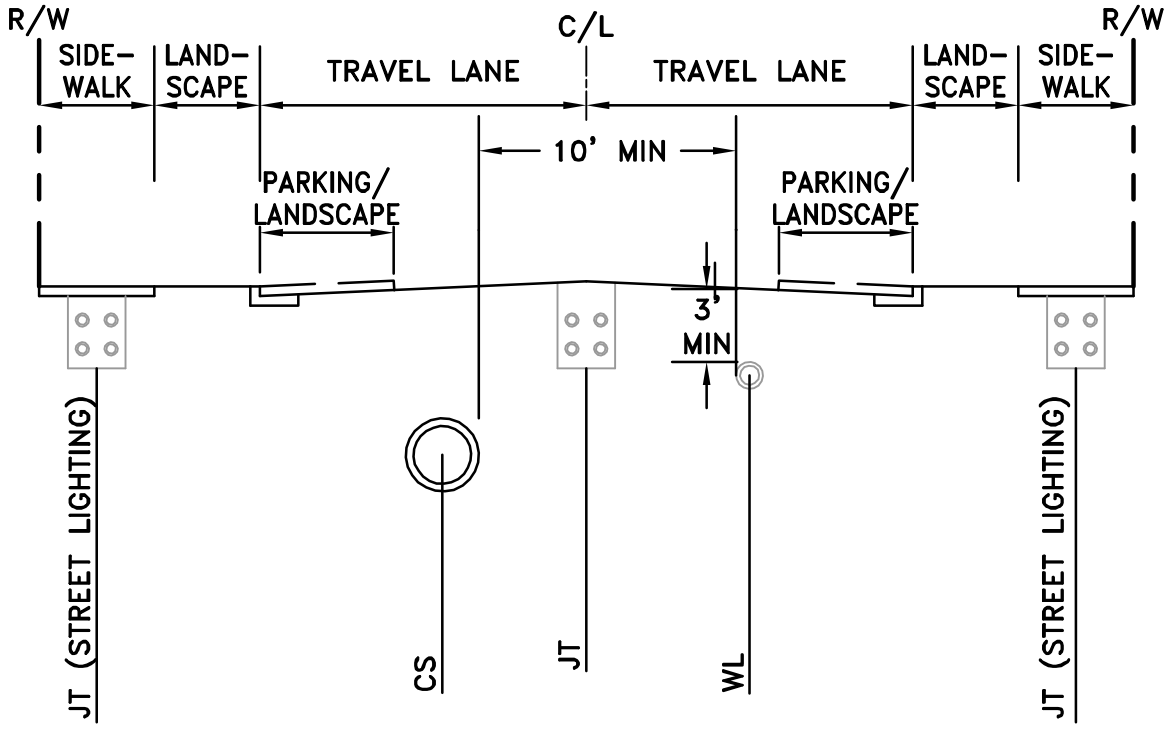

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FIGURE 10.2: TYPICAL UTILITY SECTION WITHIN PUBLIC STREETS

11. AUXILIARY WATER SUPPLY SYSTEM (AWSS)

11.1 Existing AWSS Infrastructure

The San Francisco Public Utilities Commission (SFPUC), in cooperation with the San Francisco Fire Department (SFFD), owns and operates the Auxiliary Water Supply System (AWSS), a high-pressure non-potable water distribution system dedicated to fire suppression that is particularly designed for reliability after a major seismic event. Currently, AWSS infrastructure does not exist within or directly adjacent to the project site. Hardened Pipe and AWSS piped systems are located to the north and west of the project site, approximately a mile away. An existing cistern is located on Blanken Avenue, east of the project site and railroad tracks within the Little Hollywood neighborhood.

11.2 AWSS Regulations and Requirements

New developments within the City and County of San Francisco (CCSF) must meet fire suppression objectives that were developed by the SFPUC and SFFD following a major seismic event. The SFPUC and SFFD work with the Developer to determine post-seismic fire suppression requirements during the planning phases of the project. Requirements will be determined based on increase in building density, fire flow and pressure requirements, City-wide objectives for fire suppression following a seismic event, and proximity of new facilities to existing AWSS facilities. AWSS improvements will be located in public right-of-way, on CCSF property, or on private property within a public easement, as approved by SFPUC on a case by case basis.

11.3 Conceptual AWSS Infrastructure

To meet the SFPUC and SFFD AWSS requirements, the development may be required to incorporate infrastructure and facilities that may include, but are not limited to:

- Multiple underground water storage cisterns, typically 75,000 gallons each;
- Seismically reliable high-pressure water piping and hydrants with connection to existing AWSS distribution system;
- Independent network of seismically reliable low-pressure piping and hydrants with connection to existing potable water distribution system at location that is determined to be seismically upgraded by SFPUC;
- Saltwater pump station that supplies saltwater to AWSS distribution piping following a major seismic event;
- Piping manifolds along waterfront that allow fire trucks to access and pump sea or

bay water for fire suppression; and/or

- Portable water supply system (PWSS), including long reaches of hose and equipment mounted on dedicated trailers or trucks.

For the Schlage Lock development project, it is anticipated that one of the three options or a portable water supply system may meet the requirements; however, the project-specific requirements have not been fully analyzed by the SFPUC and SFFD in time for the publication of the Infrastructure Plan. Final designs of the AWSS solution for the project site and/or selection of a PWSS will be determined by the SFPUC and SFFD in consultation with the Developer.

11.4 Phases for AWSS Construction

The Developer will construct the new AWSS in advance of or in phases to match the Blocks of the Project, per the Phasing Plan in the DA. The SFPUC will be responsible for the new AWSS facilities once construction of the Block is complete and accepted by the SFPUC. Impacts to improvements installed with previous Blocks of development due to the designs of new Blocks will be the responsibility of the Developer and addressed prior to approval of the construction drawings for the new Block.

12. RECYCLED WATER ASSESSMENT

Currently, neither existing nor planned recycled infrastructure exists within the Schlage Lock Site vicinity. The existing site does not contain infrastructure for recycled water, nor did the former site facilities include recycled water infrastructure or similar on-site systems. The nearest exiting source of recycled water is North San Mateo County Sanitation District's water treatment plant in Daly City; however, there is no recycled water conveyance infrastructure serving the Schlage Lock Site.

SFPUC's Recycled Water Master Plan for the City and County of San Francisco (March 2006) calls for the expansion of the auxiliary water supply system, including an upgrade of SWPCP and extension of recycled water pipelines. However, these pipelines are not planned to extend to the Schlage Lock site, with the nearest system termination points located at Salinas Avenue and Third Street in the Bayview Neighborhood and San Bruno Avenue and Mansel Street in the Portola Neighborhood. Correspondingly, the Schlage Lock Site is located outside the Reclaimed Water Use Ordinance Area.

Currently, the SFPUC is conducting a recycled water demand assessment of potential users and uses in the eastern areas of San Francisco. The 2012 Recycled Water Project Needs Assessment Report examined the potential uses of recycled water for irrigation, toilet flushing, and various commercial and industrial applications. The report does not identify the Schlage Lock Site among potential users.

Since a recycled water source and service is not available, the proposed project does not intend to design or construct recycled water infrastructure at the Schlage Lock Site.

13. STORMWATER MANAGEMENT SYSTEM

13.1 Existing Stormwater Management System

Prior to demolition, the Schlage Lock site was approximately 98 percent impervious, mostly covered with pavement and buildings. Stormwater discharged directly to an on-site combined sewer system that conveyed both the stormwater runoff and sanitary sewer flows from the site. The combined system discharged to the City of San Francisco combined sewer system at three locations—a 12-inch connection to the Bayshore Boulevard combined sewer system, an 18-inch lateral to the 78-inch combined sewer main in Sunnydale Avenue, and a 12-inch combined sewer line that runs east beneath the JPB railroad tracks. Also, a 12-inch storm drain line from the former parking lot at the southwest corner of the site drains into the 78-inch Sunnydale main. The existing site did not include any stormwater management systems to reduce runoff volumes.

13.2 Proposed Stormwater Management System

13.2.1 San Francisco Stormwater Design Guidelines

The City of San Francisco Stormwater Design Guidelines (SDG) is the regulatory guidance document describing requirements for post-construction stormwater management. The SDG requires projects in combined sewer areas to implement a stormwater management plan that results in a 25 percent decrease in the total volume and peak flow of stormwater runoff from the 2-year 24-hour design storm.

13.2.2 Proposed Site Conditions and Baseline Assumptions

The development will include the dedication of approximately 4.66-acres of public streets and 2.01-acres of parks and plaza open space areas. Within the public street rights-of-way, landscape strips and permeable pavers over clean aggregate in tree wells may be included to reduce runoff flow rates and volumes supplemented by areas of lined bio-retention cells. The private development areas will be approximately 12.34-acres of the site. The private development sites will be covered entirely with podium structures with landscape planters and pedestrian pathways. The landscape elements will act to slow the rate at which stormwater flows from the parcels to the public combined sewer system and reduce the volume of runoff through evapotranspiration, retention within soil void spaces and absorption by plant materials. These baseline conditions will be designed to integrate with the potential stormwater management

concepts and Low Impact Development (LID) elements to create both a sustainable environment at the site as well as achieve compliance with the SDG.

13.2.3 Stormwater Management Design Concepts and Master Plan

The redevelopment of the Schlage Lock site will include both public areas (public street right-of-way and public parks), and private development areas (private streets and building parcels). A 25% reduction in total volume and peak flow of the runoff generated by the 2 year 24 hour storm event from the development area is required by the SDG since the Project will be installing and connection to an existing combined sewer system. Stormwater management performance quantities and strategies will be developed as part of the Stormwater Management Master Plan, for review and approval by the SFPUC in advance of the 60% construction documents for phased buildout of the public rights-of-way and parks.

13.3 Stormwater Control Plan

Based on the designs reviewed and approved by the SFPUC as part of the Stormwater Management Master Plan, the stormwater management strategies for the Schlage Lock Site will be documented in a Stormwater Control Plan (SCP) in compliance with SFPUC stormwater management regulations and the requirements of the SDG. The selected modeling methodology will be per the SFPUC Accepted Hydrologic calculation methods. The Preliminary Stormwater Control Plan for the public improvements will be submitted for review and approval before the 60% construction document plan for each phase of the project, and the Final SCP will be submitted with the 95% construction document set for that phase or block and prior to construction. For private development parcels, a Preliminary SCP and Final SCP shall be submitted for approval per SFPUC stormwater management requirements.

13.4 Phases for Stormwater System Construction

The Developer will design and install the new stormwater management systems to match the Blocks of the project. Permanent and interim stormwater management requirements as outlined in the SDG will be met at the completion of each Block and/or phase of the Project.

At all phases of the development, the Developer must provide functioning and adequate stormwater management in compliance with the SFPUC's post-construction stormwater

management requirements and the Stormwater Design Guidelines. A Stormwater Management Master Plan that outlines the project's stormwater management solutions for full build-out of the Project will be prepared and submitted to the SFPUC for review and approval in advance of the 60% construction document submittals for phased buildout of the public rights-of-way and parks. The Developer must complete the construction of the stormwater management improvements required for each development phase prior to receiving a temporary certification of occupancy for the development phase. If a future park will include stormwater controls necessary for a particular phase of development or future parcel to meet the stormwater management requirements of the SFPUC, that park must be developed in conjunction with that development phase and be complete prior to issuance of the temporary certificate of occupancy for any parcel within that phase. Permanent or interim centralized stormwater management facilities necessary to achieve stormwater management compliance within a development phase will be constructed and operational prior to or in conjunction with that phase. Interim stormwater Best Management Practices (BMPs) currently implemented as part of the on-site remediation will be preserved on undeveloped parcels. Stormwater management systems, which may include infiltration basins, bio-retention cells, flow-through planters, pump stations and storage areas located on public or private property within the Schlage Lock Site, will be maintained by the property owner(s), Master Development Association, or its Assignees.

14. DRY UTILITY SYSTEMS

14.1 Existing Electrical, Gas, and Communication Systems

On the east side of Bayshore Boulevard adjacent to the Schlage Lock site, there are existing electrical, gas, and communication systems. On Blanken Avenue, there are gas and communication systems.

14.2 Project Power Providers and Requirements

Chapter 99 of the City of San Francisco Administrative Code requires the City to consider the feasibility of supplying electricity to new development projects. The SFPUC shall prepare an assessment of the feasibility of the City providing electric service to the development (the "Feasibility Study"). The Developer will cooperate with SFPUC in SFPUC's preparation of the Feasibility Study. The Feasibility Study shall include, but not be limited to, the following: 1) electric load projection and schedule; 2) evaluation of existing electric infrastructure and new infrastructure that will be needed; 3) analysis of purchase and delivery costs for electric commodity as well as transmission and distribution services that will be needed to deliver power to the development; 4) the potential for load reduction through energy efficiency and demand response; 5) business structure cost analysis; and 6) financial and cost recovery period analysis. Should the City elect to provide electric service to the Project such service shall be provided by the City on terms and conditions generally comparable to, or better than, the electric service otherwise available to the project.

14.3 Proposed Joint Trench

The proposed Joint Trench is identified schematically on Figure 14.1. Work necessary to provide the joint trench for dry utilities, typically installed within in public streets and adjacent sidewalk area, consists of trench excavation and installation of conduit ducts for electrical, gas, and communication lines. Additionally, utility vaults, splice boxes, street lights and bases, wire and transformer allowance, and backfill are included. Electric and power systems will be constructed per the applicable standards of the agency or company with controlling ownership of said facilities with street lighting infrastructure constructed per City standards. The utility owner/franchisee (such as SFPUC, PG&E, AT&T, Comcast and/or other communication companies) will be responsible for installing facilities such as transformers and wire. All necessary and properly authorized public utility improvements for which franchises are authorized by the City shall be designed and

installed in the public right-of way in accordance with permits approved by SFDPW. Joint trenches or utility corridors will be utilized wherever allowed. The location and design of joint trenches or utility corridors in the right-of way must be approved by SFDPW during the subdivision review process. The precise location of the joint trench in the right-of-way will be determined prior to recording the applicable Final Map and identified in the project construction documents. Nothing in this Infrastructure Plan shall be deemed to preclude the Developer from seeking reimbursement for or causing others to obtain consent for the utilization of such joint trench facilities where such reimbursement or consent requirement is otherwise permitted by law.

14.4 Phases for Dry Utility Systems Construction

The Developer will design and install the new joint trench systems in phases to match the Blocks of the project. The amount of the existing system replaced with each Block will be the minimum necessary to serve the Blocks. The Block will connect to the existing systems as close to the edge of the new Block as possible while maintaining the integrity of the existing system. Repairs and/or replacement of the existing facilities necessary to serve the Block will be designed and constructed by the Developer.

The service providers will be responsible for maintenance of existing facilities until replaced by the Developer and will be responsible for the new power facilities once the Block or new power facility is complete and accepted by the utility provider.

Impacts to improvements installed with previous phases of development due to the designs of the new phase will be the responsibility of the Developer and addressed prior to approval of the construction drawings for the new phase.

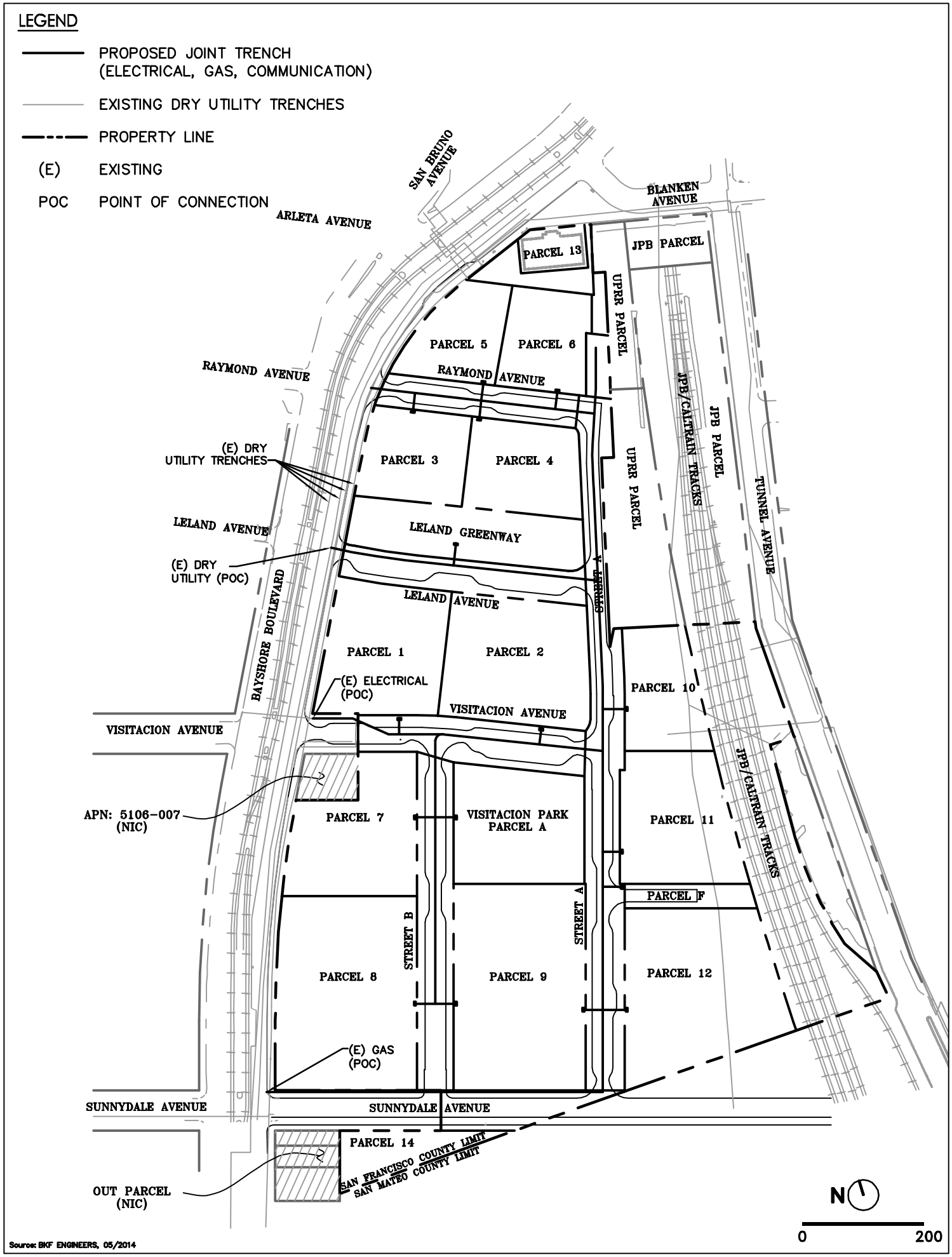

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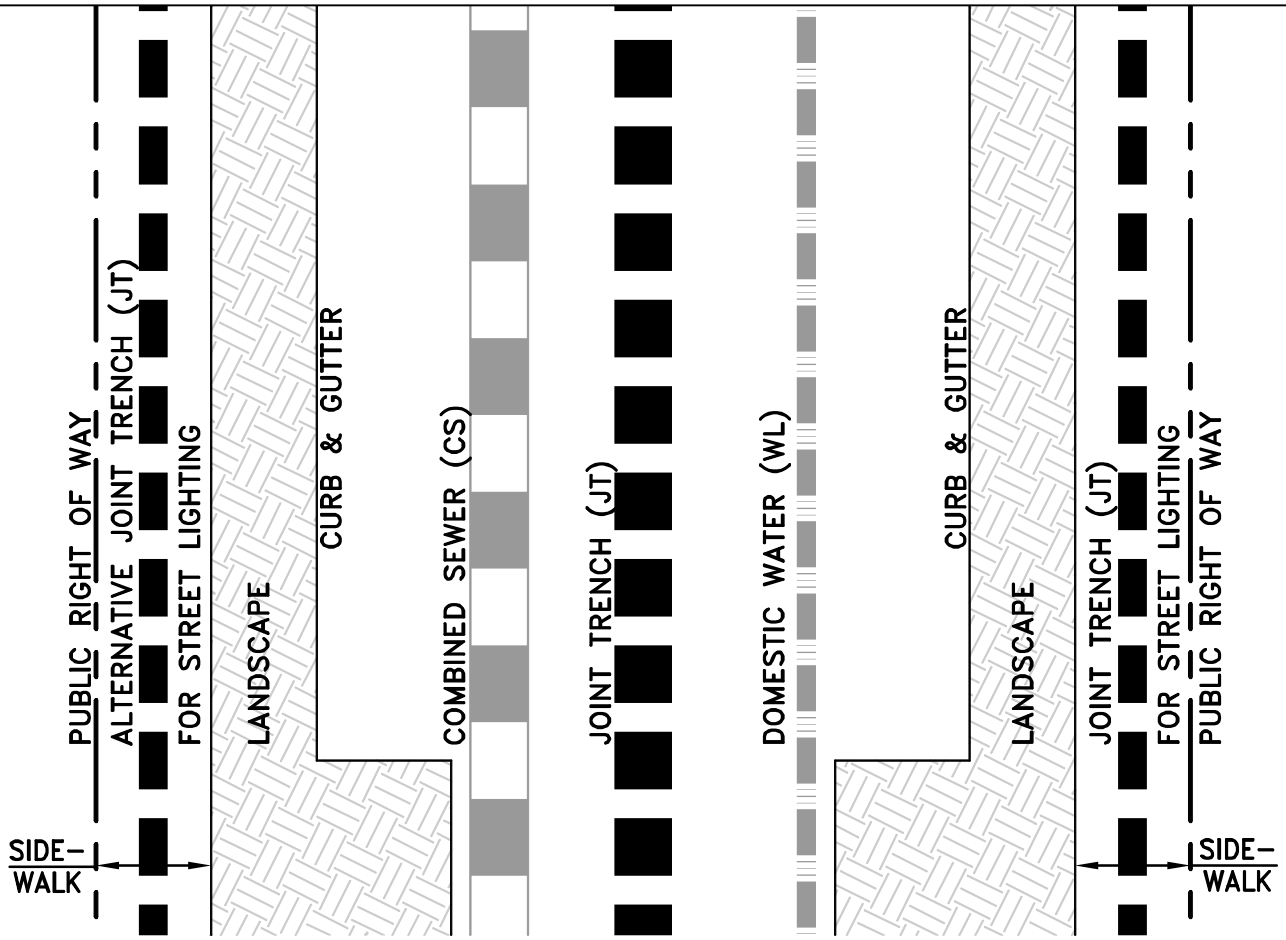
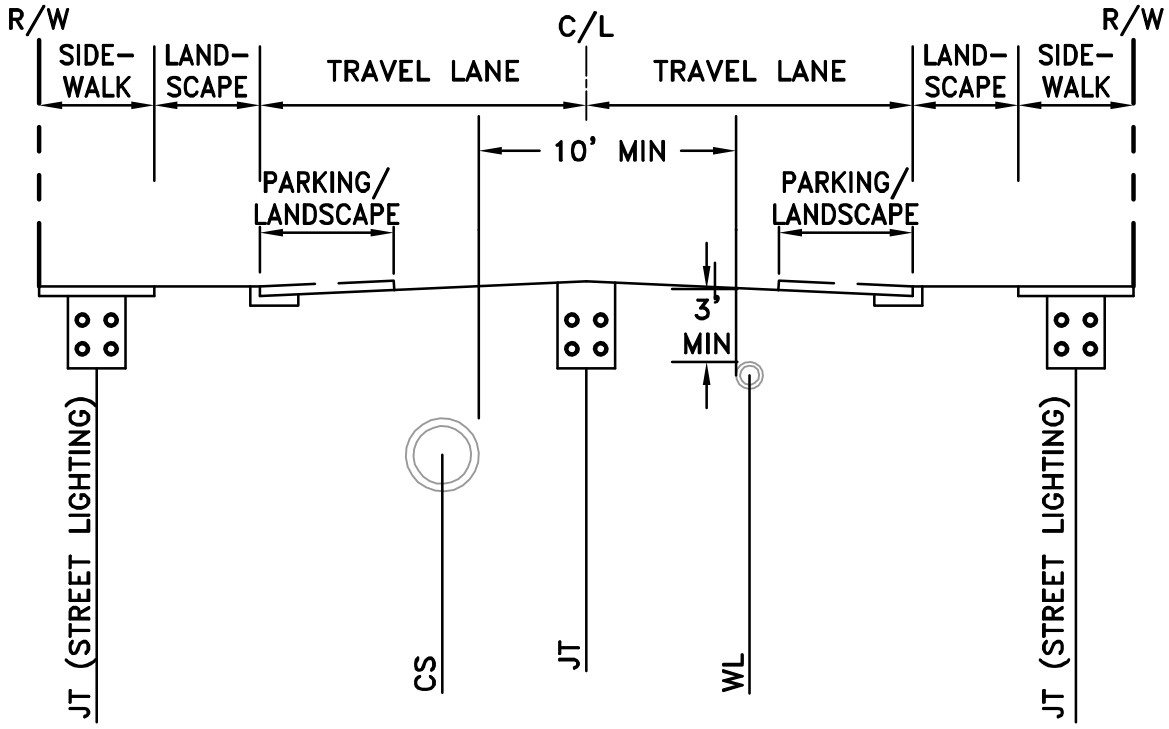
FIGURE 14.1: CONCEPTUAL DRY UTILITY SYSTEM



TYPICAL STREETS
NTS



TYPICAL UTILITY CROSS SECTION
NTS

DRAWING NAME: K:\Eng07\070090\DWG\Exhibits\Infrastructure Plan\Plotted Sheets\9.2_10.2_14.2_Typical util Section.dwg
PLOT DATE: 05-28-14 PLOTTED BY: yeee

Source: [redacted]

FIGURE 14.2: TYPICAL UTILITY SECTION WITHIN PUBLIC STREETS

15. FUTURE UTILITY DOCUMENTATION SUBMITTAL REQUIREMENTS

Following City approval of this Infrastructure plan and prior to construction, the Developer shall submit the following subsequent infrastructure related design documents to the City for review and approval to ensure that all proposed public water, wastewater, and power infrastructure meets all requirements and standards of the SFPUC and be reviewed and approved by the SFPUC.

15.1 Utility Master Plans

Following approval of the Infrastructure Plan but prior to the submittal of the 60% construction documents for phased build-out of the public rights-of-way and parks, the Developer shall submit Utility Master Plans to the SFPUC for review and approval, as outlined below, that cover site wide infrastructure issues that were not resolved in the Infrastructure Plan. The Utility Master Plans shall generally include:

15.1.1 Wastewater, Stormwater Management, Water, and Power System Descriptions

The descriptions shall include the following:

- Written description and figures showing the proposed gravity pipe and force main layout, sizes, materials, depths, velocities and slopes that were not covered in the Conceptual Infrastructure Report.
- Written description and figures showing all proposed pump stations or other non-pipe infrastructure assets or facilities proposed as part of the project.
- Conceptual details showing all proposed points of connection with existing infrastructure as appropriate
- Conceptual details showing proposed service connections to parcels
- Written Description and figures showing any proposed underground structures in parcels or in the public ROW that were not covered in the approved Infrastructure plan.
- Updated description and figures showing all proposed easements for future public infrastructure that were not covered in the approved Infrastructure Plan.
- Updated description and figures showing project phasing.

15.1.2 The Combined Sewer Master Plan

The Master Plan shall include the following:

- A written description and figures demonstrating that a functioning wastewater infrastructure system is in place at all times and complies with all City laws, codes and regulations at all phases of development prior to full build out of the Project.
- Capacity Analysis for entire development including modeling (SWMM or equivalent) to demonstrate that the Project will provide adequate collection system capacity. The Analysis shall include detailed sanitary sewer and stormwater flows based on anticipated building usage and development plan, analyzing the impact of the project on downstream infrastructure, localized wet weather flooding; and combined sewer system surcharges into streets at full build out. The analysis shall include a detailed description of all assumptions and calculation methods used, including explanation and reference for selected peaking factors.
- A description of the methods used to estimate sewer flows for the project.
- A written description and figures outlining any proposals for variances to the SFPUC standards for the combined sewer location within the street section for review and approval of the SFPUC on a case-by-case basis.
- A hydraulic modeling analysis of the 78-inch flow under pressure conditions to determine the necessity for a backflow prevention device to keep wet weather flows from backing up into the Project's combined sewer system.

15.1.3 Grading and Overland Release Master Plan

The Master Plan shall include the following:

- Written description and figures generally showing the overland flow path 100-year storm, outlet location and drainage boundaries that were not covered in the Conceptual Infrastructure Report.
- A hydrologic/hydraulic modeling analysis to demonstrate overland flow will be contained at full project build out as required in applicable codes and regulations. The analysis shall include all proposed surface improvements in the development phase that could impede overland flow paths in the ROW such as raised intersections, raised cross walks, curbless street designs, bulb-outs, etc. If site designs cannot meet the SFPUC requirements for overland drainage release,

alternative solutions will be developed during the master plan approval process that may include crossings at the street pavement level.

- A final geotechnical investigation that covers development of the public street rights-of-ways and parks for the entire project and demonstrate to the SFPUC that appropriate mitigations measures such as soil and foundation improvements will be constructed by the Developer to minimize differential settlement across the building parcel.

15.1.4 Stormwater Management Master Plan

The Master Plan shall include the following:

- A modeling analysis (SWMM or equivalent) demonstrating to the SFPUC that the project's stormwater management approach and layout for full build-out as well as all phases prior to full build out of the Project, including stormwater management are adequate to meet the performance quantities and strategies required by the SFPUC stormwater management regulations and the requirements of the Stormwater Design Guidelines.
- Conceptual details showing any proposed stormwater management controls, as appropriate.
- A project wide Maintenance Assessment of the maintenance required for the proposed Stormwater Controls as well as a description of the funding mechanism that will be in place to perform that maintenance.

15.2 Phase Applications

Development Phase Applications shall include a Development Phase Hydraulics and Hydrology Plan including:

- Updated Development Phase Combined Sewer System Capacity Analysis of sanitary sewer and storm drain flows for the development phase based on anticipated building usage and the development plan. This analysis shall also include an assessment of the impact of the development phase on downstream infrastructure, localized wet weather flooding, and combined sewer system surcharges into streets. The analysis shall include a detailed description of all assumptions and calculation methods used, including explanation and reference for selected peaking factors.

- Updated Overland Flow analysis for development phase demonstrating that overland flow will be contained at any and all points in time during construction and following construction of the development phase in question as required in applicable codes and regulations. The analysis shall include all proposed surface improvements in the development phase that could impede overland flow paths in the ROW such as raised intersections, raised cross walks, curbless street designs, bulb-outs, etc. The analysis shall also describe any necessary off-site improvements to be constructed by the Developer deemed reasonably necessary to protect publicly- and privately-owned property downstream. The need, or absence of need, for any such off-site improvements shall be demonstrated by the Developer through modeling the 100 year overland flows at the Project Site for both existing conditions and for the proposed Development Phase in question. The analysis shall include a detailed description of all assumptions and calculation methods used. The developer may be required to fund the City to perform this analysis as appropriate.
- Updated Stormwater Management Plan for development phase, demonstrating how the development phase in question will comply with federal, state and City laws, codes and regulations in effect as of the date any such application is submitted, including but not limited to the Stormwater Management Ordinance.
- Updated Maintenance Assessment: Each development phase must include an assessment of the activities required to appropriately maintain the proposed Stormwater Controls. If SFPUC has identified a failure to maintain the Stormwater Controls of previous phases, the SFPUC shall not be required to approve the any subsequent phase applications until such maintenance failure is resolved.

15.3 Construction Documents

Construction Document Permit Applications shall include then following:

- The first set of improvement plans shall be submitted with Standard specifications for use with all subsequent improvement plan submittals. Subsequent improvement plans will comply with the approved project specifications and submit project specific specifications as needed to supplement the standard specifications.
- Proof of conformance with all infrastructure requirements outlined in the applicable City regulations, the infrastructure plan, or the phase applications.

- Proof of conformance with any mitigations identified in the phase application to alleviate any impact of the development project on downstream infrastructure, minimize localized wet weather flooding, minimize combined sewer system surcharges into streets, and safely contain overland flow.
- Proof of conformance with the stormwater management requirements applicable to the project at the time of submission including:
    - Preliminary Stormwater Control Plan at conceptual design/first construction document (~60% construction document)
    - Final Stormwater Control Plan at detailed design (~95% construction documents)
- Proof of conformance with the City's construction site runoff requirements, including a Storm Water Pollution Prevention Plan/Erosion and Sediment Control Plan
- Details of the connection to existing, off-site infrastructure.

APPENDIX A:
REFERENCES

The following References were used in preparation of this document:

1. San Francisco Planning Department and San Francisco Redevelopment Agency,"Visitacion Valley/Schlage Lock Design For Development," February 2009

2. San Francisco Redevelopment Agency, "Visitacion Valley Redevelopment Program Final Environmental Impact Report," dated December 2, 2008

3. San Francisco Planning Commission and San Francisco Redevelopment Commission, "Visitacion Valley Redevelopment Program California Environmental Quality Act Findings: Findings of Fact, Evaluation of Mitigation Measures and Alternatives, and Statement of Overriding Considerations," dated February 3, 2009

4. AECOM, GLS, BKF, "Visitacion Valley Redevelopment Area zone 1 (schlage lock plan area) open space and streetscape master plan (Final Draft)," Latest Edition

5. E-mail Correspondence ending on April 13, 2009 with Chi Yu at SFPUC regarding the results of the conceptual SFPUC water demand model for the Schlage Lock Site

6. E-mail Correspondence ending on April 17, 2009 with Chi Yu at SFPUC regarding Water System Improvements to support redevelopment of the Schlage Lock Site

7. E-mail Correspondence ending on August 26, 2009 with SFDPW regarding the capacity of the existing 18" combined sewer main in Bayshore Boulevard

8. Memorandum dated April 16, 2010 from Rosey Jencks at the SFPUC Urban Watershed Management Program to Thomas L. Evans of the San Francisco Redevelopment Area regarding "Visitacion Valley Transit Oriented Development Phase 1 Master Plan and Open Space and Streetscape Master Plan – Schlage Lock"

9. Memorandum dated February 9, 2009 from Wallis Lee at the SFDPW Hydraulic Engineering Department to Jason Lin at UPC regarding "Relocation of Sunnydale/Bayshore Control Structure"

10. "Hydraulic Study for Sewer Connection from Visitacion Valley Redevelopment Project" by Hydraulic Section IDC, SFDPW, and dated August 2013

APPENDIX B:
SFDPW HYDRAULIC STUDY, AUGUST 2013

Transmittal Letter

Date 2013-7-30
Updated 2013-8-8

To,

Leslie Webster,

SFPUC

Dear Lesley,

Please find attached hydraulic analysis report for modeling incorporating the Visitacion Valley Redevelopment Project (Schlage Lock site) discussed in the meeting of June 4, 2013. Consultant BKF provided relevant information in CAD to us needed for the analysis.

B. Shrestha

Hydraulic Section

SFDPW

Hydraulic Study

for

Sewer Connection

from

Visitacion Valley Redevelopment Project

Aug 2013

Hydraulic Section

IDC, SFDPW

1680 Mission St 2nd Fl

San Francisco, CA 94103

Abstract

Hydraulic Section has performed a study of the collection system in the Sunnydale sewershed that incorporates the Visitacion Valley Redevelopment Project. The project's consultant BKF has proposed a combined sewer system within the project which will tie into the City's combined sewer system at two locations along the existing 78" diameter sewer main along Sunnydale Avenue. There is also a newly constructed deeper tunnel along Sunnydale Avenue which transitions from 81.5" to 144" diameter at the Bayshore intersection. This hydraulic study was carried out to determine the hydraulic grade in these Sunnydale sewers when the discharge from the project is added.

Further modification to the model can be used to answer other hydraulic design related questions as needed.

Executive Summary

The Sunnydale Avenue sewers will have acceptable hydraulic grade after the proposed connection from the Visitacion Valley Redevelopment Project. It is because the two main sewers along Sunnydale Avenue are inter-connected by an overflow weir at Bayshore Blvd. This weir diverts 90 cfs flow from the 78" diameter pipe to enter into the deeper tunnel during design storm condition.

1. Introduction

Visitacion Valley Redevelopment Project (Schlage Lock site) is planned in the south-east corner of the City. The project consultant, BKF, has proposed a combined sewer system in this site which will be tied into the City's combined sewer system along Sunnydale Avenue. The sewer system of the project site is intended to be handed over to the City in the future. Sewer system along Sunnydale Ave consists of two major pipes: namely an older 78 inch diameter pipe and a deeper tunnel with diameter ranging from 81.5 inch to 144 inch.

The proposed sewer design has two branches – identified as East and West systems by BKF. (see appendix 13) The East system connects to the Sunnydale 78 inch sewer via 15 inch diameter pipe. The West system connects to the same Sunnydale 78 inch sewer via a 36 inch pipe. The East system has approximately 3.9 acre tributary area. The West system has approximately 13.4 acre tributary area. The site grade slopes from 45 feet to 10 feet towards south-east direction.

2. Purpose

The study was conducted to determine the suitability of connection points of the proposed combined sewer system for the project to the sewer system of the City. The modeling work carried on is anticipated to provide further hydraulics related questions as the design progresses.

3. Methodology

Hydraulic modeling of the system was performed using Innovyze ICM software. Hydraulic Section maintains and uses an existing model for various needs. Current model is called EHY13, various versions of which are used for different tasks as needed. This available hydraulic model of the Sunnydale sewershed was modified by adding information of the proposed system for the Visitacion

Valley provided by the consultant. Additional elements of the sewer system which are either planned or in design under Sunnydale Phase II were added to the model.

The primary goal of the study was to determine if there is any significant impact on the hydraulic grade line for the older tunnel to which the connections from the project are to be made. Hence, no significant effort was put to include the detail of the subcatchment hydrology of the project site. The model should not be used to compare directly the hydrologic calculation performed by the consultants. The consultant had appropriately used the Rational Method in Bentley StormCAD software. The runoff computation in EHY13 model is approximately 20% more conservative for the project site. Such difference between the flowrates used by the consultants and the present model is within an acceptable range. The outlet flow rates in our EHY13 model are more conservative for hydraulic grade line computation purpose.

4. Modeling

4.1. Model Network ID 18301

4.2. Model Run ID 22022

4.3. Subcatchment Parameters

4.3.1. NRCS Soil Type D

4.3.2. Slopes = 5%

4.3.3. Impervious = 75%

4.3.3.1. Initial Loss 0.01 inch

4.3.3.2. Runoff routing value 0.05

4.3.4. Pervious = 25%

4.3.4.1. Initial Loss 0.10 inch

4.3.4.2. Horton initial 0.50 inch/hr

4.3.4.3. Horton final 0.15 inch/hr

4.3.4.4. Decay 2/hr

4.3.4.5. Recovery 0.05 / hr

5. Assumptions

5.1. Uses 5-year 3-hour design storm hyetograph with 1.3 inch total depth

5.2. Hydraulic downstream control was assumed to be the weirs at Sunnydale Transport/Storage Box. This overflow weir is at the elevation of (-)2.6 feet with respect to the City Datum.

5.3. All pipes upstream in the entire Sunnydale Sewershed which are smaller than 12 inch are modeled as 12 inch diameters.

5.4. The 78 inch diameter pipe overflow connection along Schwerin from Kelloch Ave to Sunnydale Ave, which is under design, is included in the model.

5.5. Overflow from Talbert system to the new tunnel is included. Weir Elevation is 20 ft

5.6. Weir crest at Bayshore overflow structure is at (-)1 ft

5.7. Modeling output results table (appendix 1, 2) may occasionally show *negative velocities* and *artificially high velocities* for some conduits. These results do not impact the overall hydraulic calculations or conclusion derived from the model. Appendix-14 explains the reason for this.

6. Conclusion

6.1. The HGL at two locations where the discharge from the project will be connected has freeboard of 4 feet for the design storm condition. (see appendix 5)

6.2. The maximum level in West outfall is 1.1 feet. (see appendix 6)

6.3. The maximum level in East outfall is 0.9 feet. (see appendix 6)

6.4. The discharge rate at West outfall is 30 cfs. It is more conservative than consultants' calculation of 23 cfs.

6.5. The discharge rate at the East outfall is 8 cfs.

References

Summary of Schlage Lock Site Preliminary Hydrology Model, BKF

Various CAD drawings of site drainage layout

Drawings from Hydraulics Job Order 0541J

As-built 1832 (1913)

Results Summary Table (Existing)

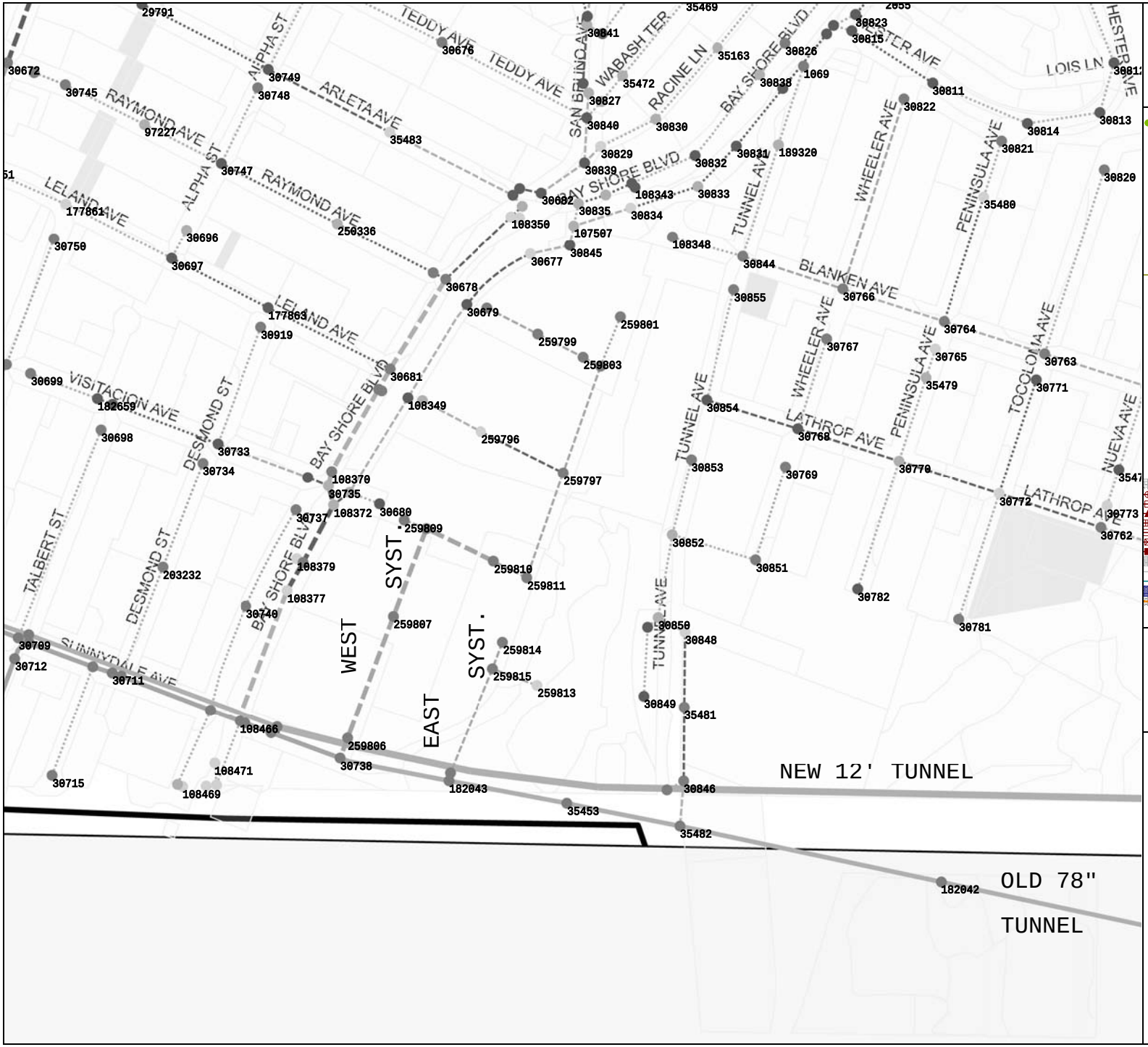
Line No	US Node	DS Node	Existing Size (inches)	Length (ft)	Slope (%)	US Rim (ft)	DS Rim (ft)	US Inv (ft)	DS Inv (ft)	US HGL (ft)	US Freeboard (ft)	DS HGL (ft)	DS Freeboard (ft)	DS V (ft/s)	DS Q (cfs)	Pipe Capacity (cfs)
0	182043	35453	78	295.4	0.349	12	7.943	-5.842	-6.874	-1.395	13.395	-1.545	9.488	4.298	125.1289	268.59
0	252050	A01-1020	144	3099.1	0.194	6.44	7	-19.5	-25.509	-2.328	8.768	-3.055	10.055	0.902	107.8099	1026.32
0	252052	30738	78	180.5	0.349	8.3	10	-4.258	-4.888	-0.753	9.053	-1.082	11.082	6.667	130.4319	300.54
0	252055	252050	82.8	659.7	0.999	11.224	6.44	-12.91	-19.5	-1.993	13.217	-2.328	8.768	2.811	112.7599	532.6
0	259795	259796	15	162.8	0.307	26.2	27	21	20.5	24.091	2.109	24.109	2.891	-0.179	-0.2373	3.58
0	259796	259797	15	226.6	0.441	27	26.2	20.5	19.5	24.109	2.891	20.696	5.504	6.318	7.6634	4.29
0	259797	259811	24	273	1.831	26.2	25.8	19.5	14.5	20.696	5.504	16.181	9.619	6.486	18.3229	30.62
0	259798	259799	15	140.4	0.791	36.5	38.9	30.11	29	30.22	6.28	30.221	8.679	-0.183	-0.2232	5.75
0	259799	259803	18	124.2	0.402	38.9	36.7	29	28.5	30.221	8.679	29.379	7.321	5.377	6.8285	6.66
0	259801	259802	12	130.6	0.383	36	35.9	28.5	28	28.635	7.365	28.633	7.267	-0.197	-0.1031	2.2
0	259802	259797	18	278	3.058	35.9	26.2	28	19.5	28.633	7.267	20.696	5.504	4.224	6.3911	18.37
0	259803	259802	18	48.3	1.035	36.7	35.9	28.5	28	29.379	7.321	28.633	7.267	6.417	6.7787	10.69
0 (WEST)	259806	30738	36	52.8	15.715	12	10	6.8	-1.5	7.407	4.593	-1.082	11.082	22.254	22.2409	264.43
0	259807	259806	36	319.4	1.002	20.5	12	10	6.8	11.294	9.206	7.407	4.593	8.428	22.4747	66.77
0	259808	259807	30	229.6	0.958	22.1	20.5	12.2	10	13.539	8.561	11.294	9.206	8.239	21.1396	40.15
0	259809	259808	15	58.1	1.376	20.2	22.1	13	12.2	13.538	6.662	13.539	8.561	-0.183	-0.2314	7.58
0	259810	259808	30	184.2	0.977	24.6	22.1	14	12.2	15.131	9.469	13.539	8.561	5.915	15.8328	40.55
0	259811	259810	24	91.2	0.548	25.8	24.6	14.5	14	16.181	9.619	15.131	9.469	6.872	17.4442	16.76

APPENDIX 2

Line No	US Node	DS Node	Existing Size (inches)	Length (ft)	Slope (%)	US Rim (ft)	DS Rim (ft)	US Inv (ft)	DS Inv (ft)	US HGL (ft)	US Freeboard (ft)	DS HGL (ft)	DS Freeboard (ft)	DS V (ft/s)	DS Q (cfs)	Pipe Capacity (cfs)
0	259813	259815	15	116.4	0.859	16.8	20.9	13	12	13.798	3.002	12.726	8.174	5.202	4.0411	5.99
0	259814	259815	15	69.2	1.444	22	20.9	13	12	13.555	8.445	12.726	8.174	4.123	3.0514	7.76
0(EAST)	259815	259817	15	277.1	3.428	20.9	12	12	2.5	12.726	8.174	3.096	8.904	9.911	6.5572	11.96
0	259817	182043	15	19.6	5.111	12	12	2.5	1.5	3.096	8.904	-1.395	13.395	11.372	6.523	14.61
0	30738	182043	78	273.4	0.349	10	12	-4.888	-5.842	-1.082	11.082	-1.395	13.395	5.671	137.205	268.41
0	30739	252052	78	68.6	0.35	5.194	8.3	-4.018	-4.258	-0.542	5.736	-0.753	9.053	8.136	143.4091	300.82

Total Length (ft)	7378.2	Minimum DS Freeboard (ft)	2.891	Maximum DS Flow (cfs)	143.4091
Minimum DS Invert	-25.509	Maximum Size (inches)	144	Maximum Pipe Capacity (cfs)	1026.32
Maximum US Invert	30.11	Maximum Slope (%)	15.715	Maximum DS Velocity (ft/s)	22.254

APPENDIX 3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Date Printed: 07/29/2013
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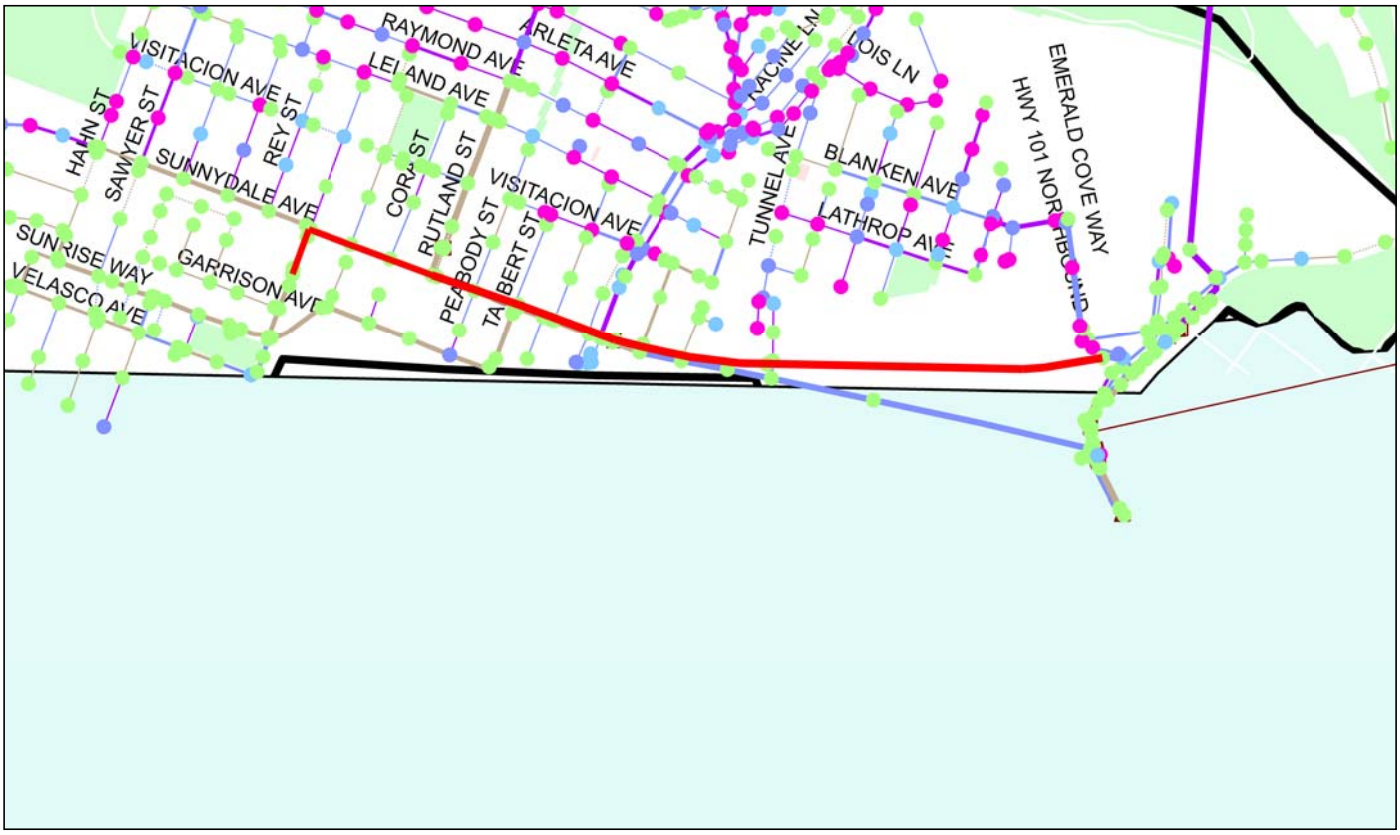
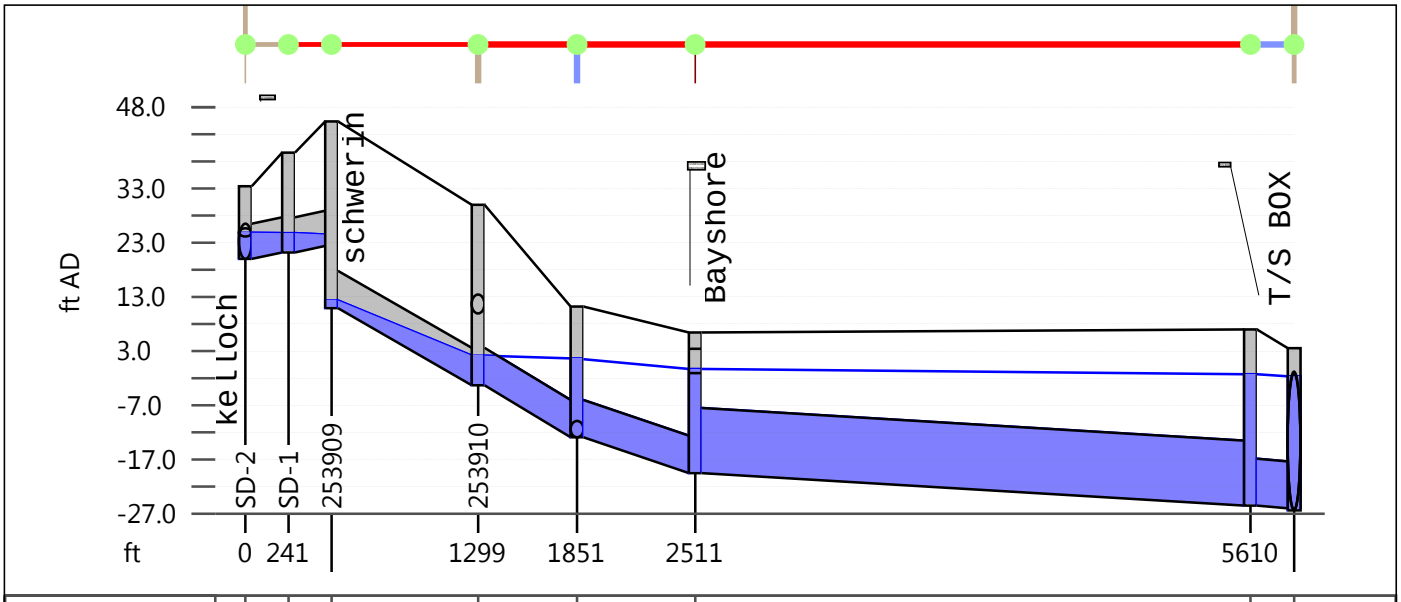
Powered by
InfoWorks™
NEW 12' TUNNEL
OLD 78" TUNNEL
WEST SYST.
EAST SYST.
BAY SHORE BLVD
TUNNEL AVE
WHEELER AVE
PENINSULA AVE
LATHROP AVE
TOCCOLOMA AVE
NUEVA AVE
BLANKEN AVE
LELAND AVE
RAYMOND AVE
TEDDY AVE
ALPHA ST
ARLETA AVE
WABASH TER
RACINE LN
LOIS LN
HESTER AVE
VISITACION AVE
DESMOND ST
TALBERT ST
SUNNYDALE AVE

APPENDIX 4





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r.pfc (ft3/s)		-	-	702.524	-	532.596	1026.324	-	
US flow (ft3/s)		-	-	64.74162	-	-	377.80707	-	

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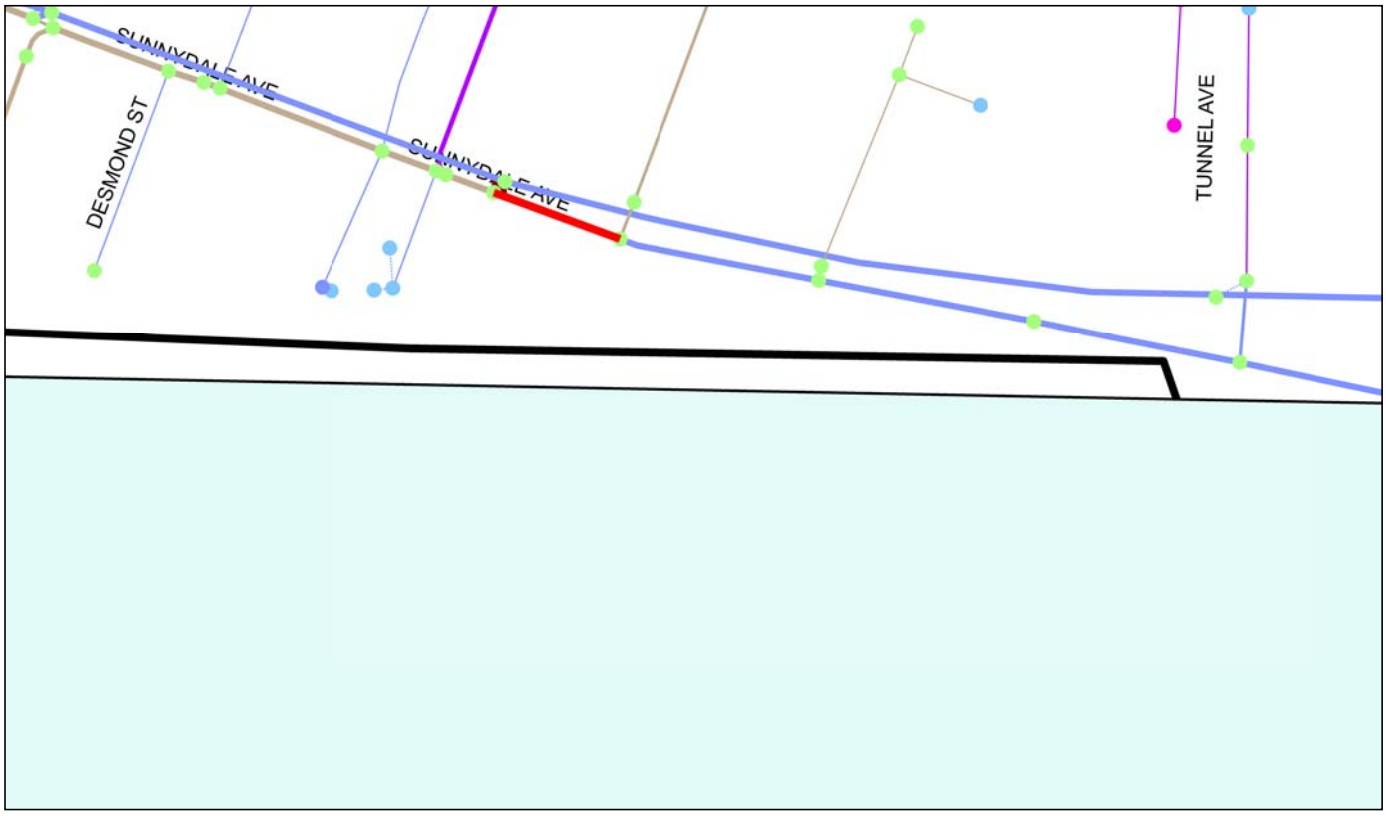
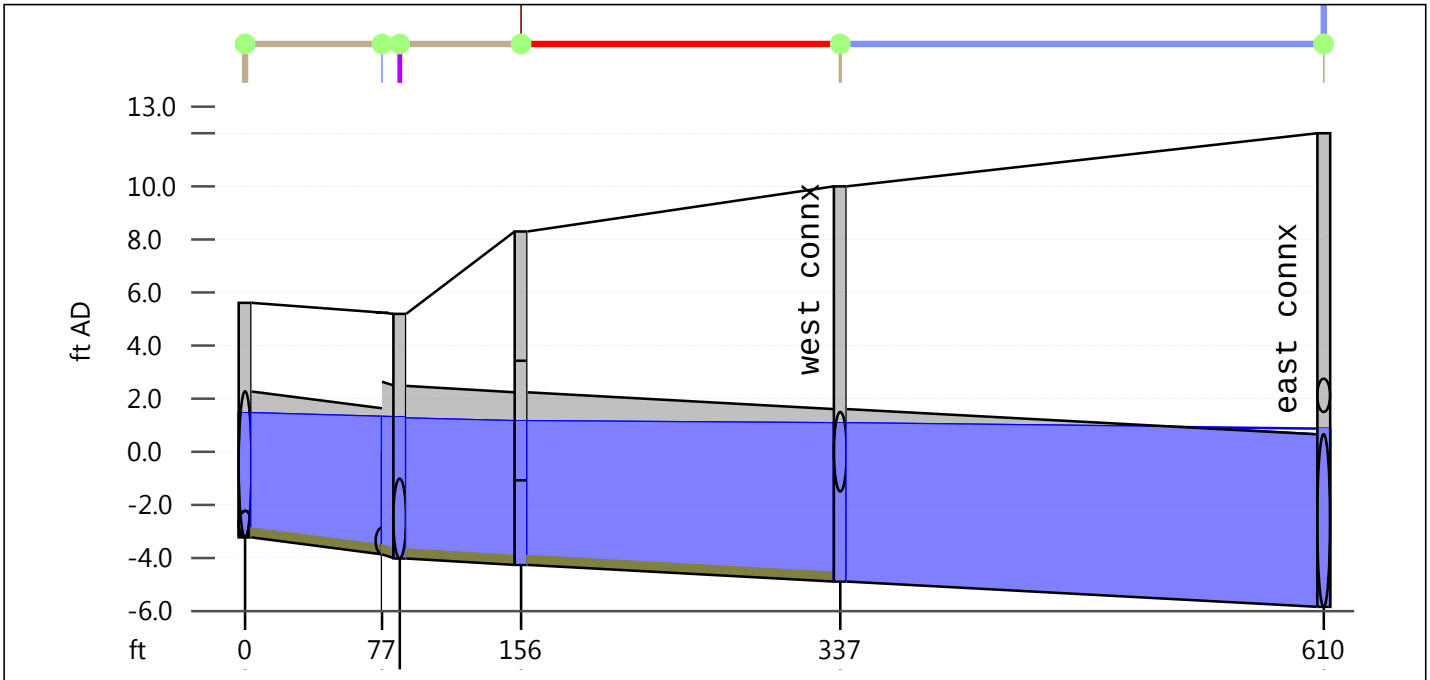
Asset ID								

APPENDIX 5





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r.pfc (ft3/s)		290.865		300.589	300.313	268.412		
US flow (ft3/s)		132.93405		-	140.24930	157.95442		
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Asset ID								

APPENDIX 6

Location Plot Produced by bshrestha (07/29/2013 11:41:16) Page 1 of 1
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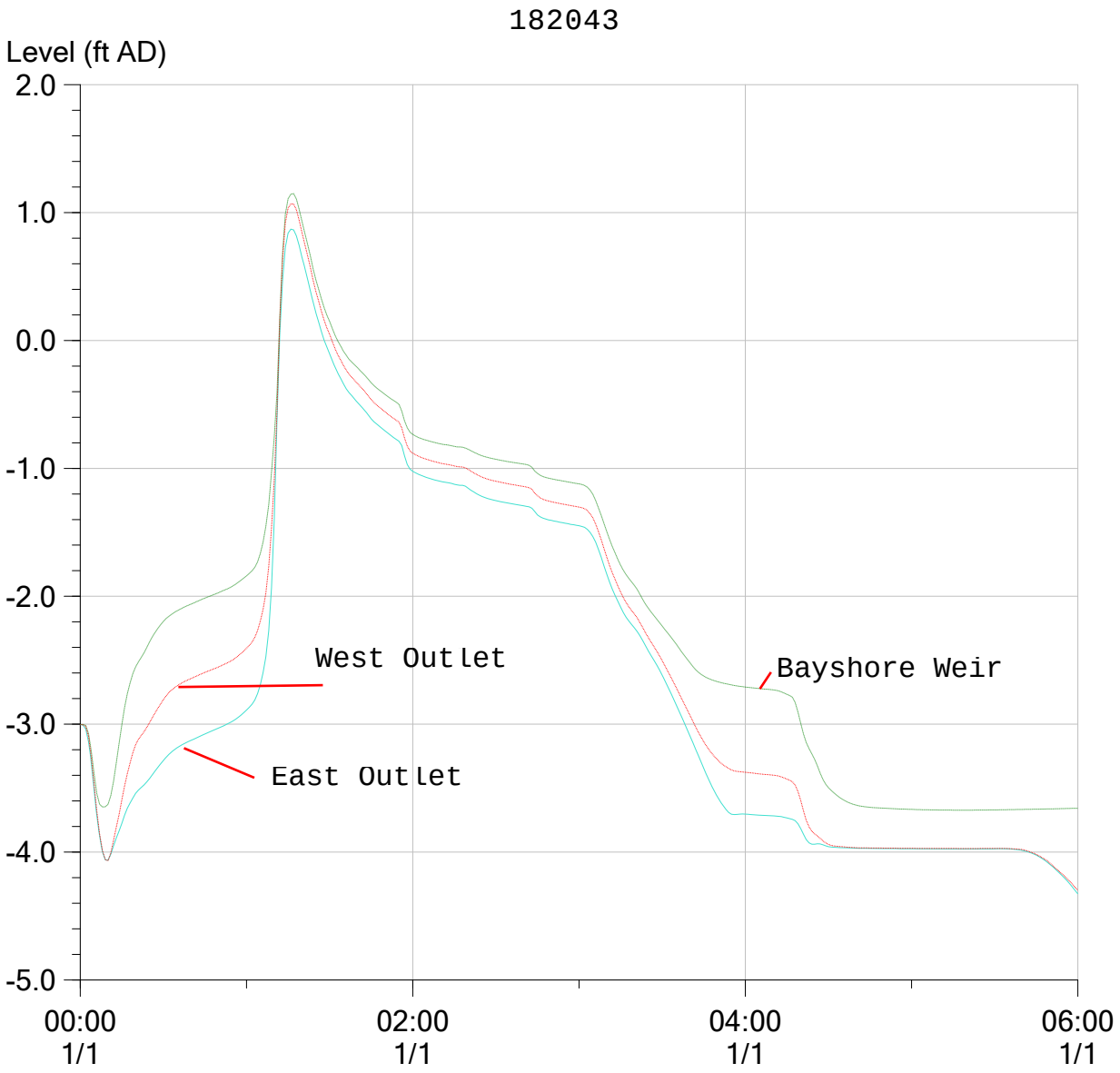


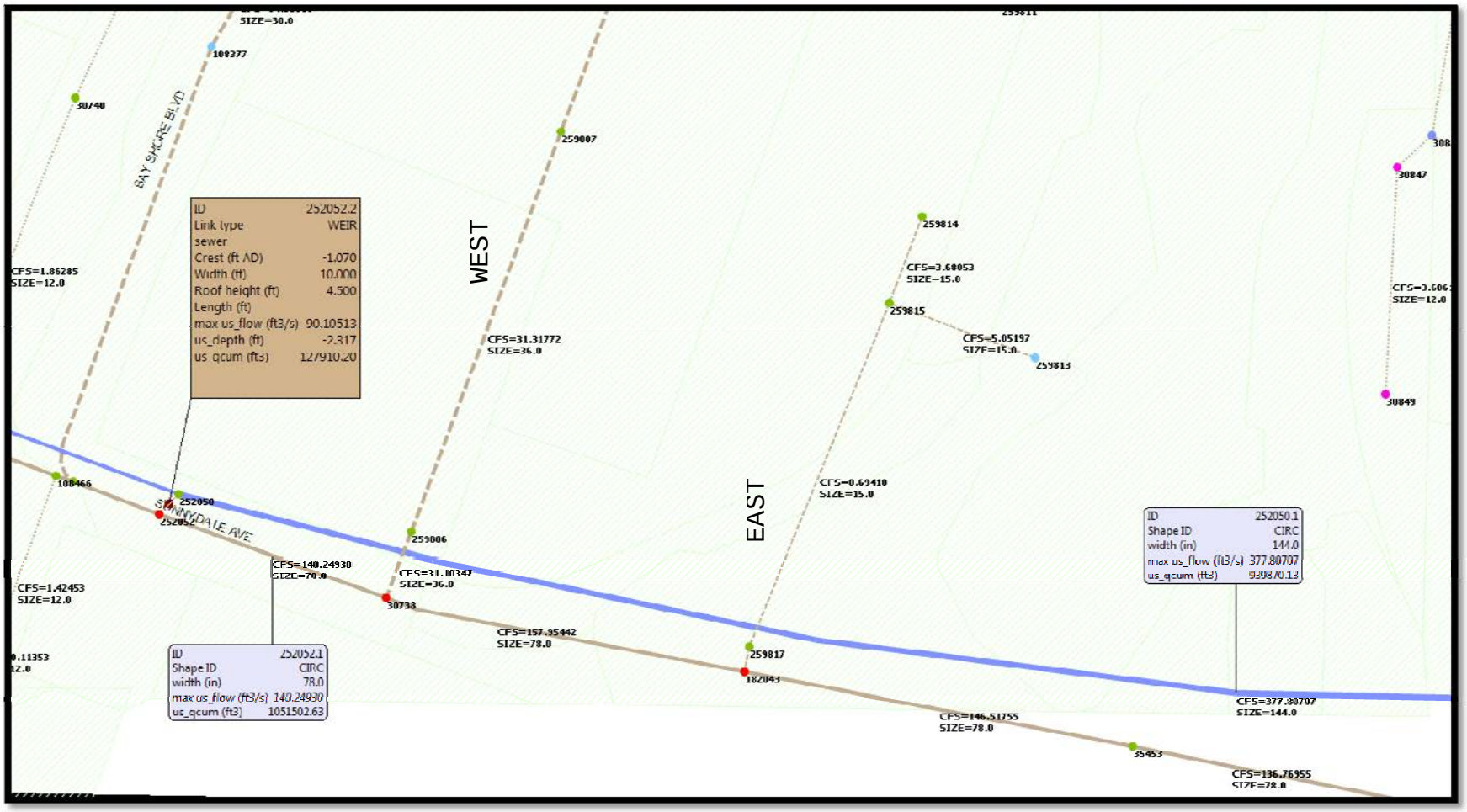
	Level (ft AD)	
	Min	Max
182043	-4.327	0.870
252052	-3.672	1.148
30738	-4.299	1.068

Results Report

Powered by

InfoWorks™

APPENDIX 7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EAST
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Roof height (ft) 4.500
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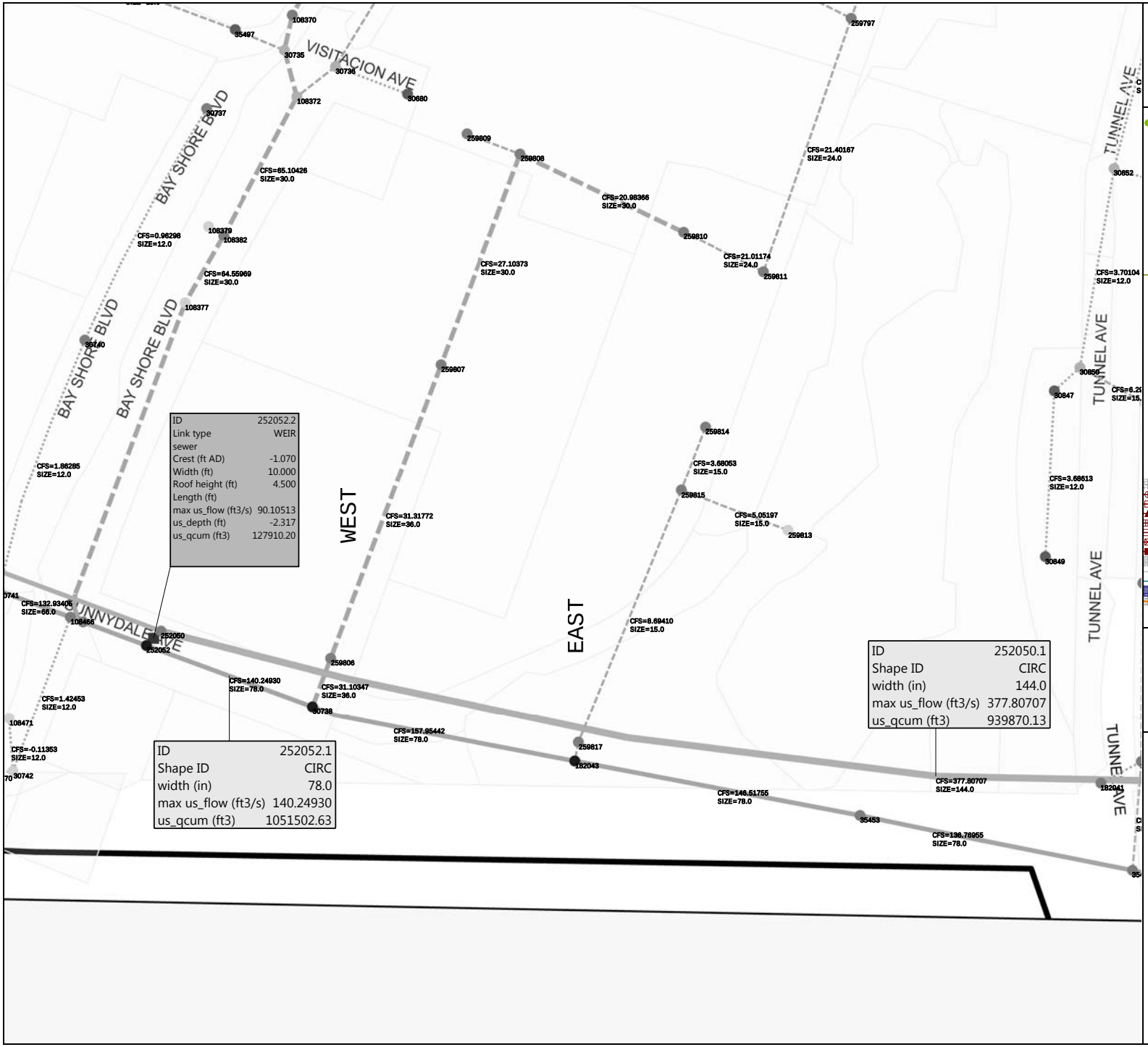
30849
108466
252050
252052
259806
30738
259817
182043
35453

APPENDIX 8



EHY13 Simulation - 2010 5-Year Storm

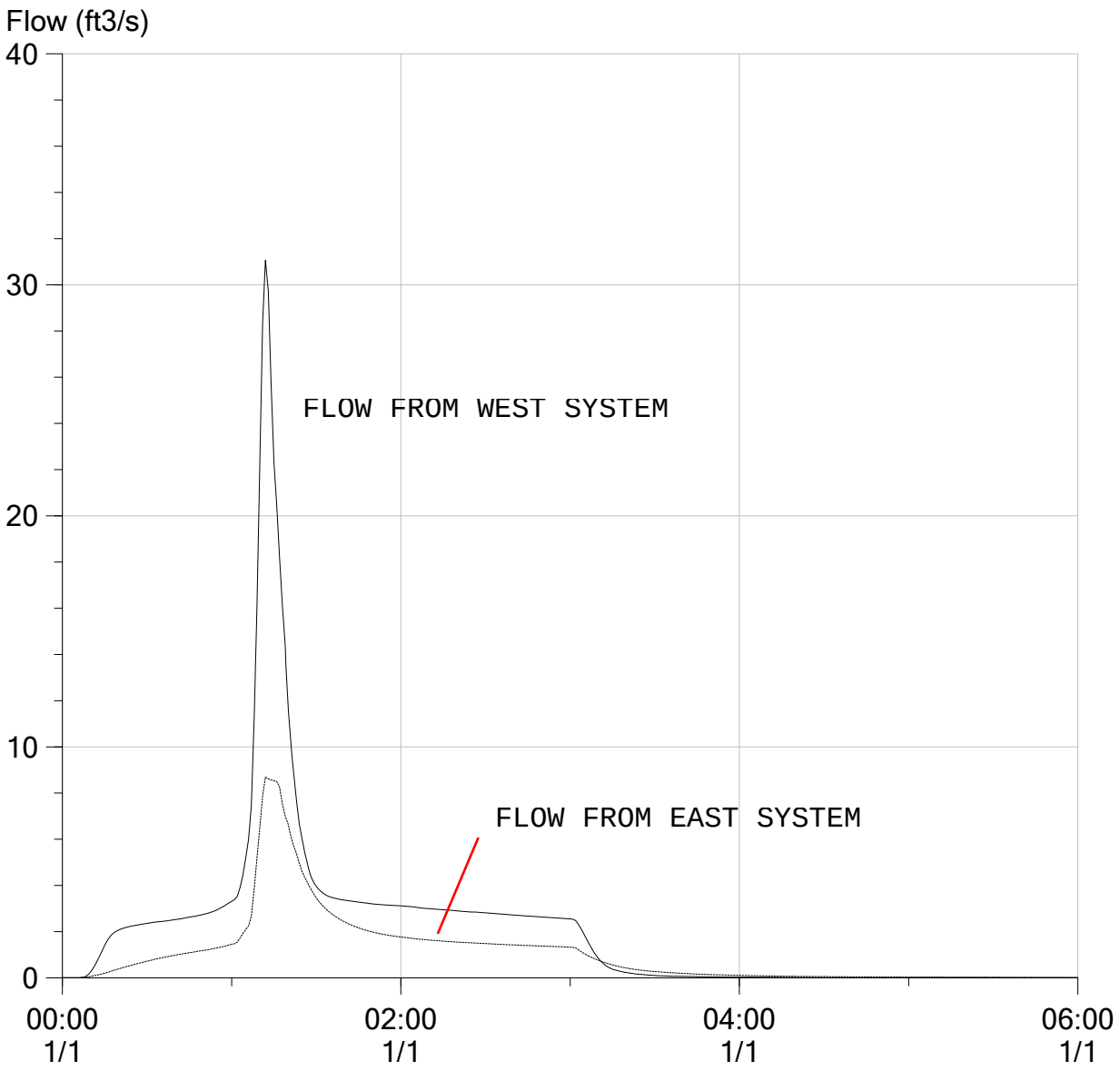
Node [32232]
Flood Depth : sim.max_flooddepth (ft)
Colour/Symbol
< -4.00000005
>= -4.00000005
>= -2.00000002
>= 0
SYSTEM : system_type
Size
#NOT
combined
foul
other
overland
sanitary
storm
Conduit [31993]
Surcharge State : sim.Surcharge
Line Colour
< 1
>= 1
>= 2
Flow : sim.ds_flow (ft3/s)
Line Width
< 19.99999993
>= 19.99999993
>= 49.99999877
>= 99.99999753
>= 199.99999506
>= 500.00000449
>= 1000.00000898
HEIGHT : conduit_height (in)
Line Style/Line Width
< 13
>= 13
>= 25
>= 61
>= 91
Subcatchment [56659]
Flap valve [72]
Orifice [16]
Pump [82]
Screen [11]
Sluice [88]
User control [4]
Weir [233]
Polygon [6]
General line [5]
Porous wall [4]
Mesh zone [6]
Base linear structure (2D) [1]

Map Centre Coords
x: 1832202, y: 635894
Date Printed: 07/29/2013
Scale 1:1700

0.01 miles

Powered by InfoWorks™

Location Plot (Upstream Link End) Produced by bshrestha (07/29/2013 11:11:12) Page 1 of 1
Sim: >Studies>Redevelopments>Visitacion>RUNS>Upsized_12inches>VISITACION_12 2010 5-Year Storm (07/25...
Selection list: Custom Selection



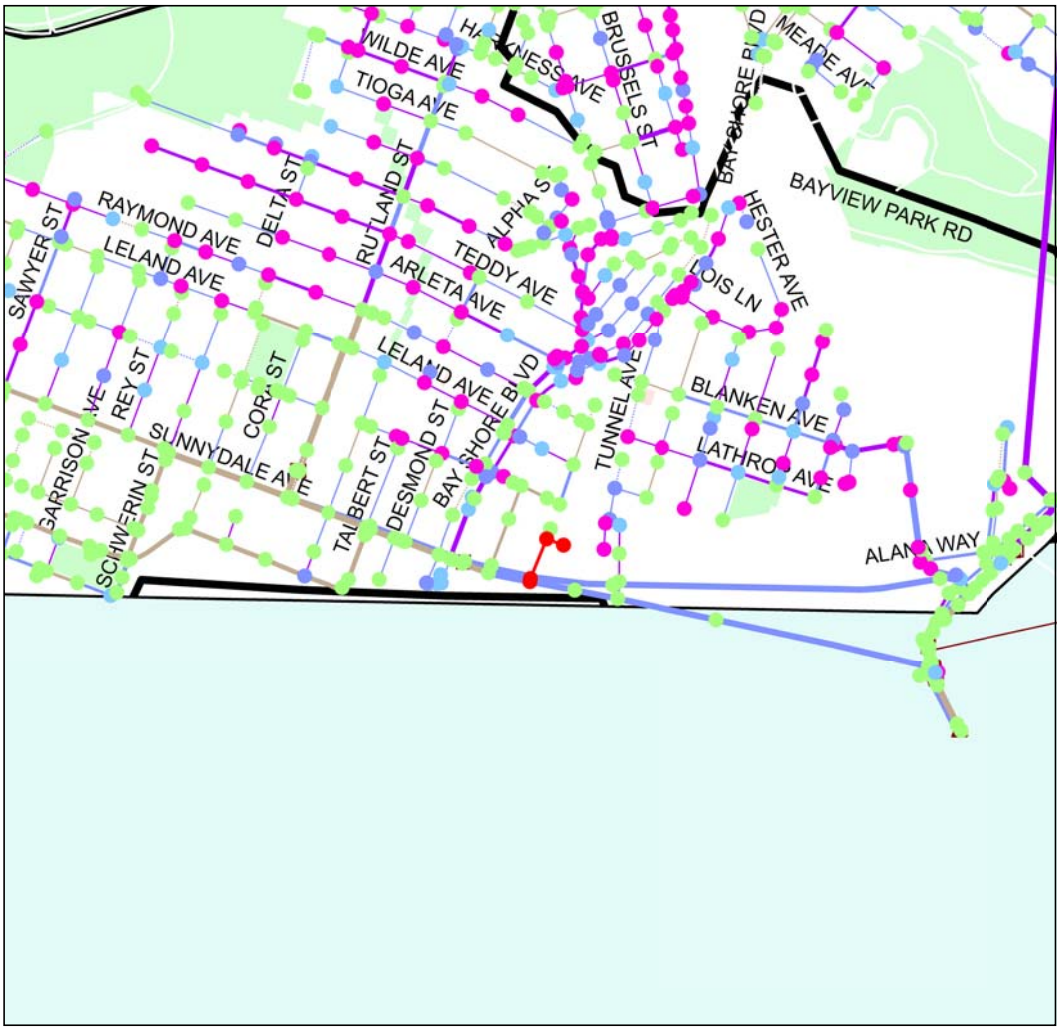
	Flow (ft3/s)		
	Min	Max	Volume (ft3)
259806.1	0.008	31.065	46569.097
259817.1	0.004	8.688	23051.710

Results Report

Powered by

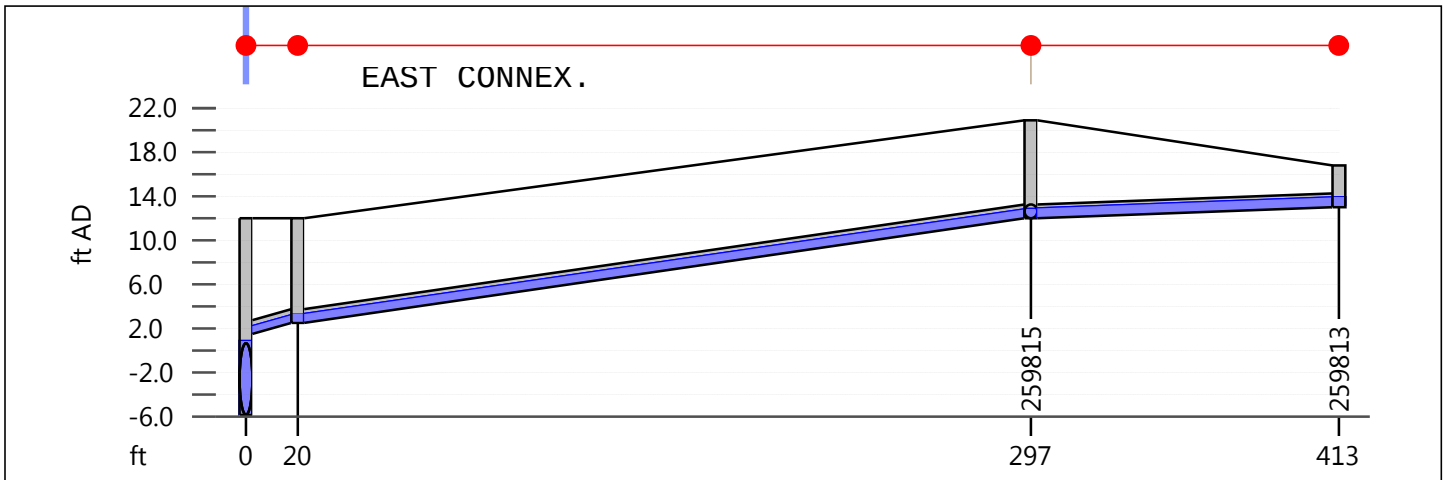
InfoWorks™

APPENDIX 10



N

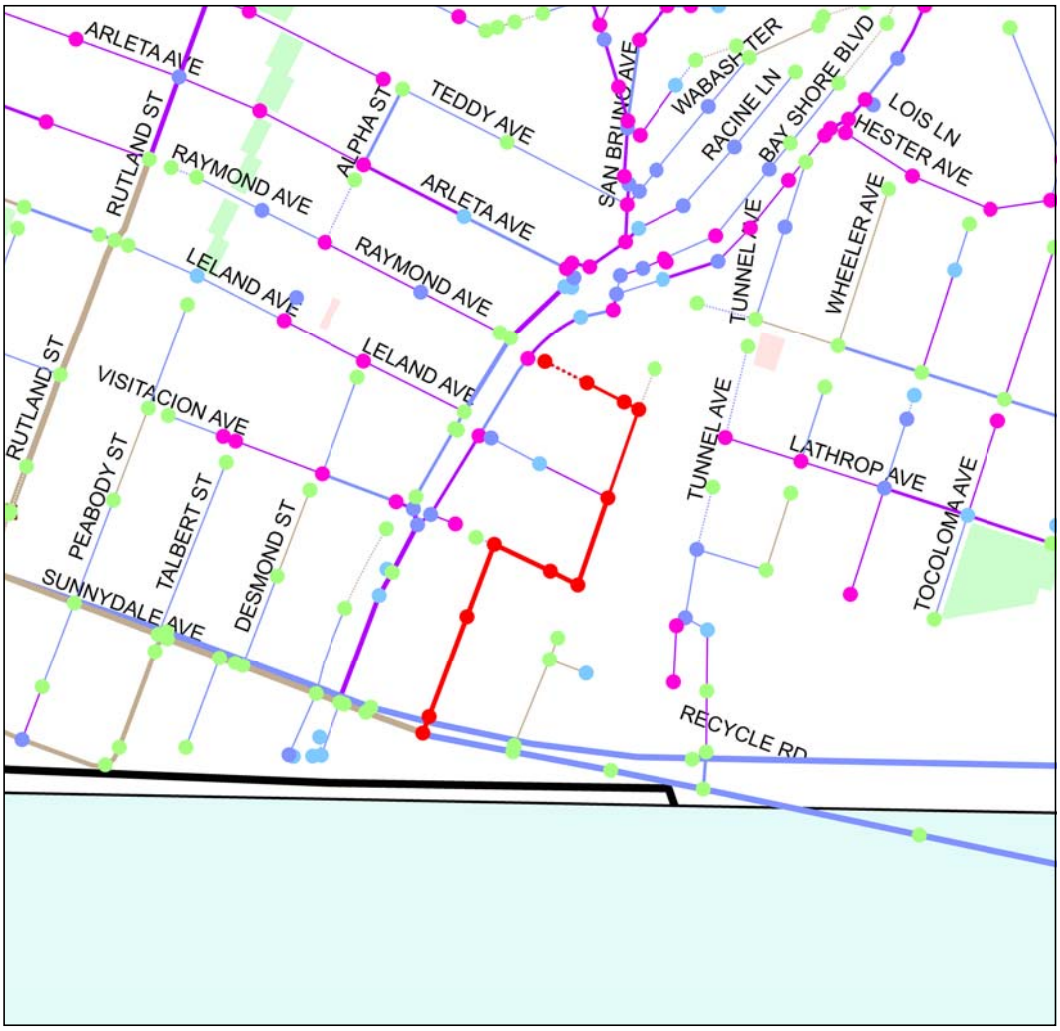
VISITACION VALLEY REDEVELOPMENT CONNECTION TO SUNNYDALE OLDER SEWER HGL PROFILE



Link	-	259815.1	259813.1	
length (ft)	-	277.1	116.4	
Shape ID	-	CIRC	CIRC	
width (in)	-	15.0	15.0	
r.pfc (ft3/s)	-	11.962	5.989	
US flow (ft3/s)	-	8.69410	5.05197	

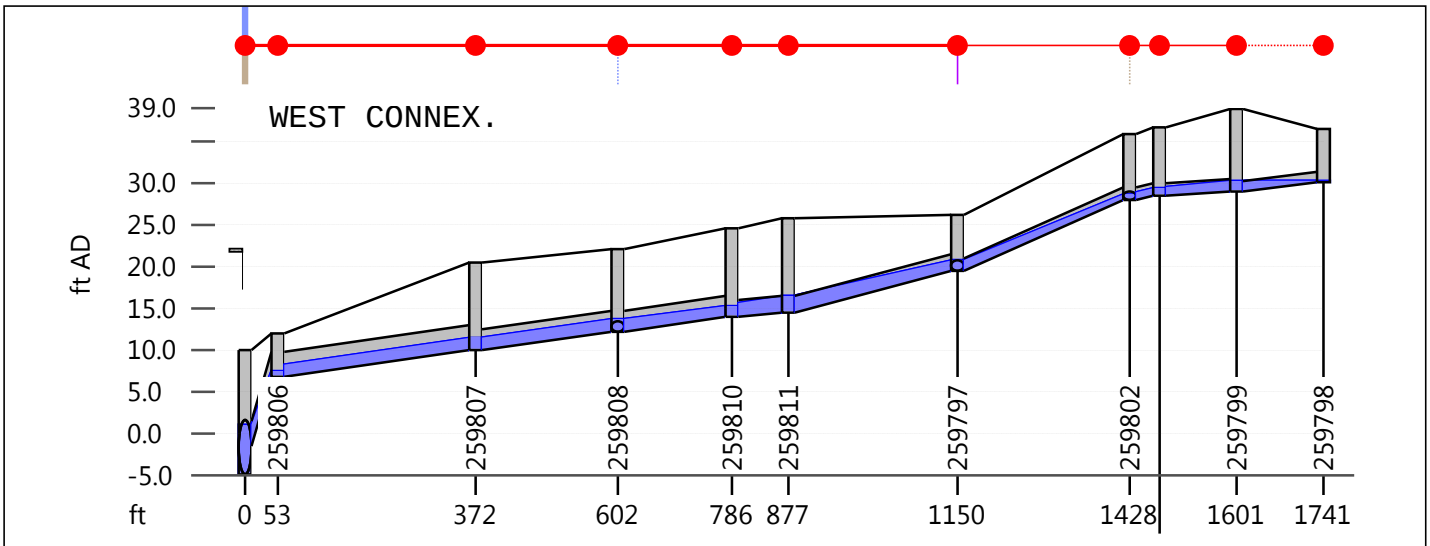
Node		259817	259815	259813
Asset ID				

APPENDIX 11



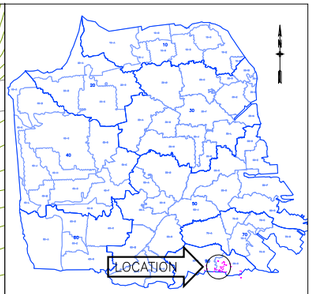
N

VISITACION VALLEY REDEVELOPMENT CONNECTION TO SUNNYDALE OLDER SEWER HGL PROFILE



Link		-	259807.1	259808.1	-	-	259797.1	259802.1	-	-	-	
length (ft)		-	319.4	229.6	184.2	-	273.0	278.0	-	124.2	140.4	
Shape ID		-	CIRC	CIRC	CIRC	-	CIRC	CIRC	-	CIRC	CIRC	
width (in)		-	36.0	30.0	30.0	-	24.0	18.0	-	18.0	15.0	
r.pfc (ft3/s)		-	66.768	40.153	40.552	-	30.619	18.372	-	6.665	5.746	
US flow (ft3/s)		-	31.31772	27.10373	-	-	21.40167	7.24471	-	-	-	
Node		-		259807	259808	-	-	259797	-	-	-	
Asset ID												

APPENDIX 12



50 0 100

NOTE: THESE MAPS OF SEWER FACILITIES SHOULD BE CONSIDERED SCHEMATIC IN NATURE. HORIZONTAL LOCATION AND ELEVATIONS ARE APPROXIMATE, AND MUST BE FIELD VERIFIED FOR ALL DESIGN PURPOSES EHY, BOE, DPW, SAN FRANCISCO 2013

PROPOSED SYSTEM SHOWN FOR VISITACION VALLEY REDEVELOPMENT PROJECT

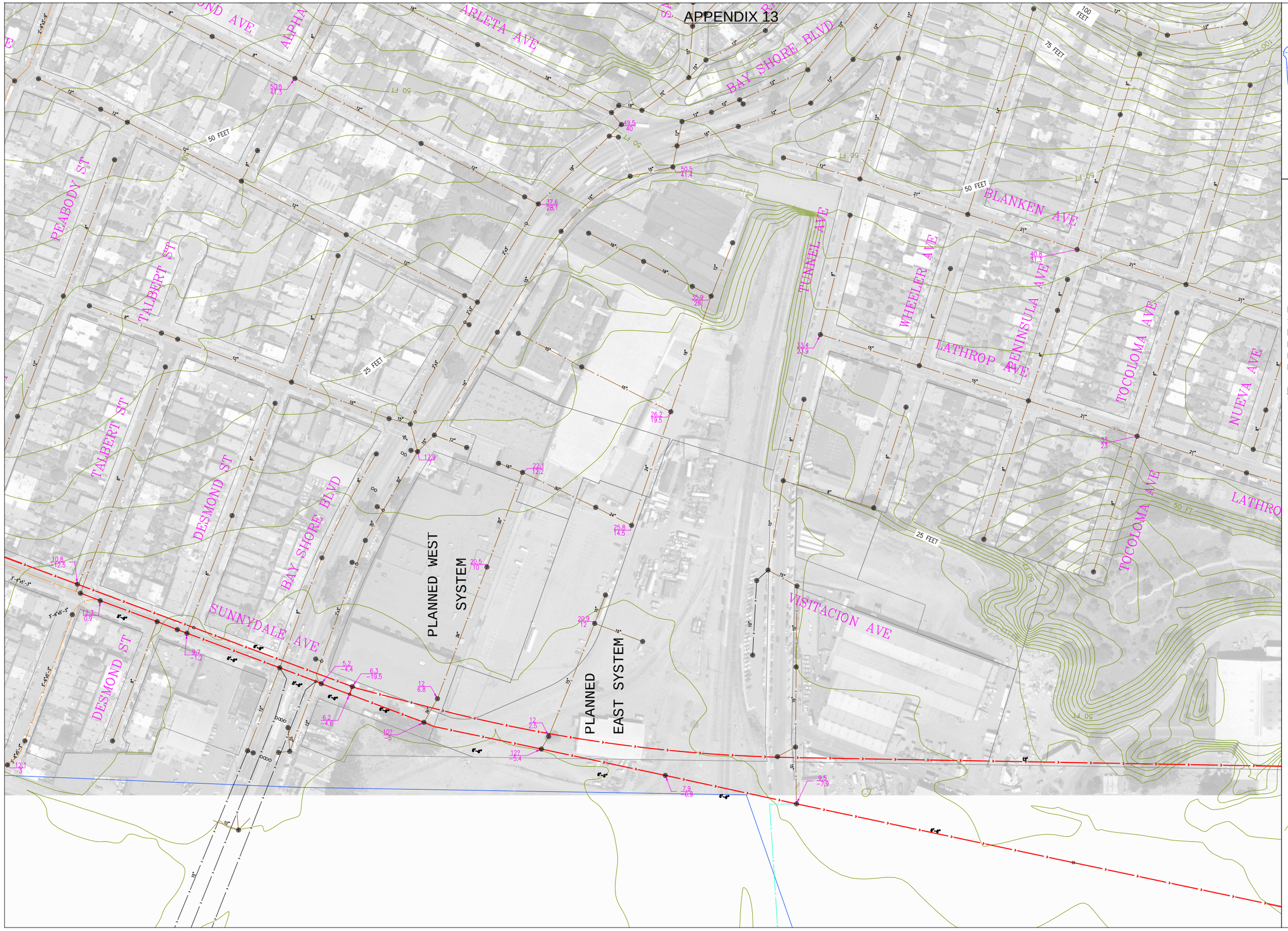
VISITACION VALLEY/SUNNYDALE AND VICINITY
SEWER SYSTEM MAP
SUB BASIN ID 90-D
USE GRAPHICAL SCALE
FOR REFERENCE PURPOSE ONLY

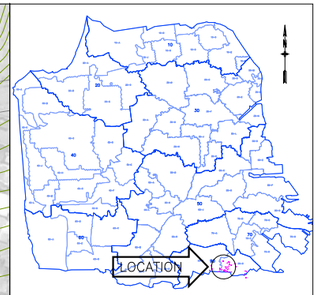
LEGEND

FIG." EXISTING SIZE
EXISTING SEWER
CONTOUR
RIM & INVERT

ATTACHMENT X

APPENDIX 13





50 0 100

NOTE: THESE MAPS OF SEWER FACILITIES SHOULD BE CONSIDERED SCHEMATIC IN NATURE. HORIZONTAL LOCATION AND ELEVATIONS ARE APPROXIMATE, AND MUST BE FIELD VERIFIED FOR ALL DESIGN PURPOSES EHY, BOE, DPW, SAN FRANCISCO 2013

PROPOSED SYSTEM SHOWN FOR VISITACION VALLEY REDEVELOPMENT PROJECT

VISITACION VALLEY/SUNNYDALE AND VICINITY
SEWER SYSTEM MAP
SUB BASIN ID 90-D
USE GRAPHICAL SCALE
FOR REFERENCE PURPOSE ONLY

LEGEND

FIG." EXISTING SIZE
EXISTING SEWER
X FT CONTOUR
RIM & INVERT
RIM
INV

ATTACHMENT X

APPENDIX 14

Explanation of Negative Velocities and high velocities

EHY SFDPW

B Shrestha 2013-8-7

(1) Why some velocities are reported negative in model results?

The negative velocity, and negative flow, is due to flow back filling from the downstream end of the conduit.

The conduit in figure 1 shows and reports flow in the negative (upstream) direction for a duration (figure 4 graph). The flow from the sub-catchment is being loaded at the downstream node. When downstream node of the conduit has the hydraulic head higher than the upstream node, the flow is in upstream direction. It continues to occur until the hydraulic head comes to an equilibrium state.

Although such phenomenon is possible, I am dissuading one from believing that each of the model result has to be correct in reality. I am only explaining the theoretical basis of the calculation.

There are also other possible known reasons for negative velocities: (1) digitization of the pipe from downstream to upstream end; (2) instantaneous numerical instability of the calculation.

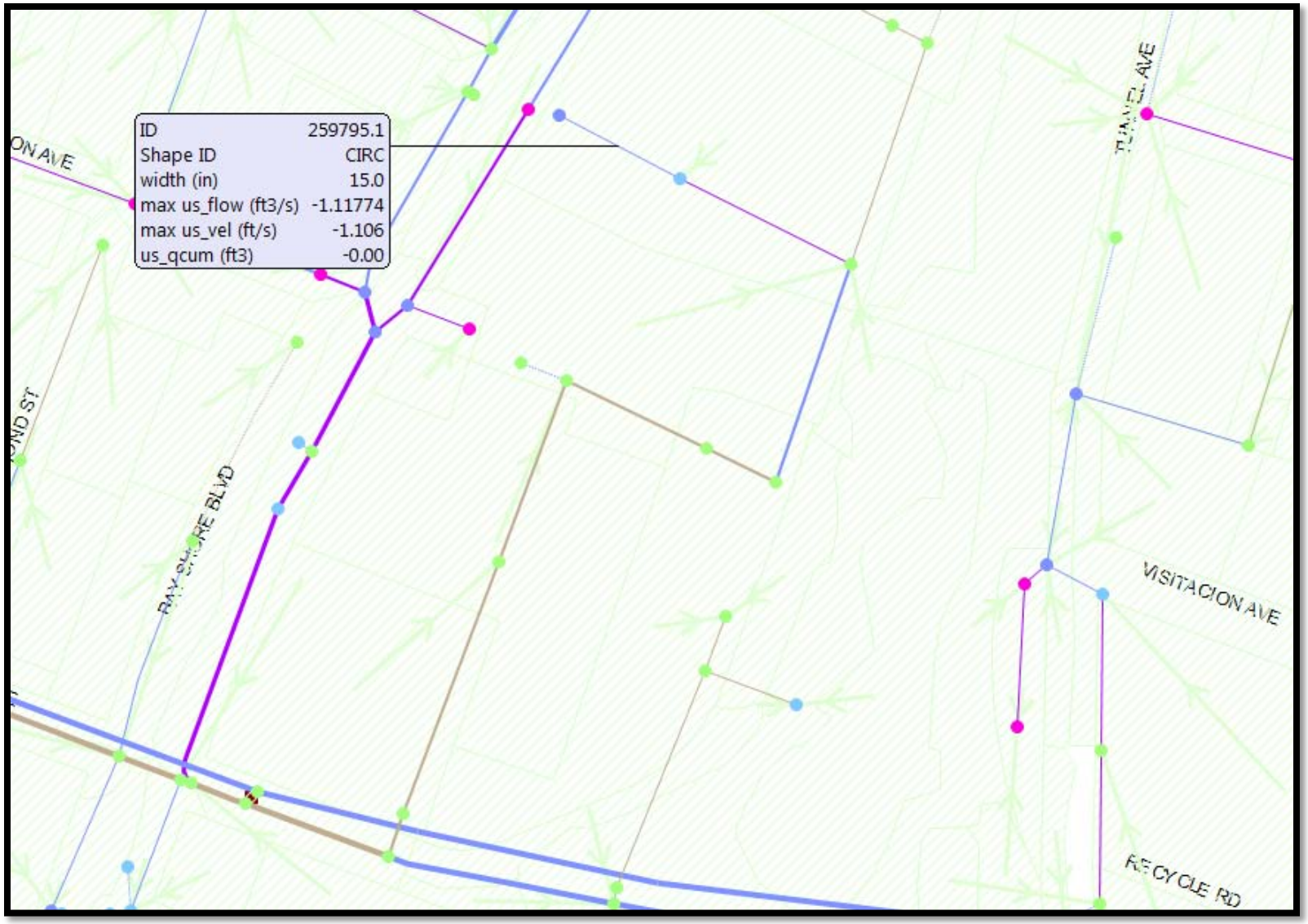
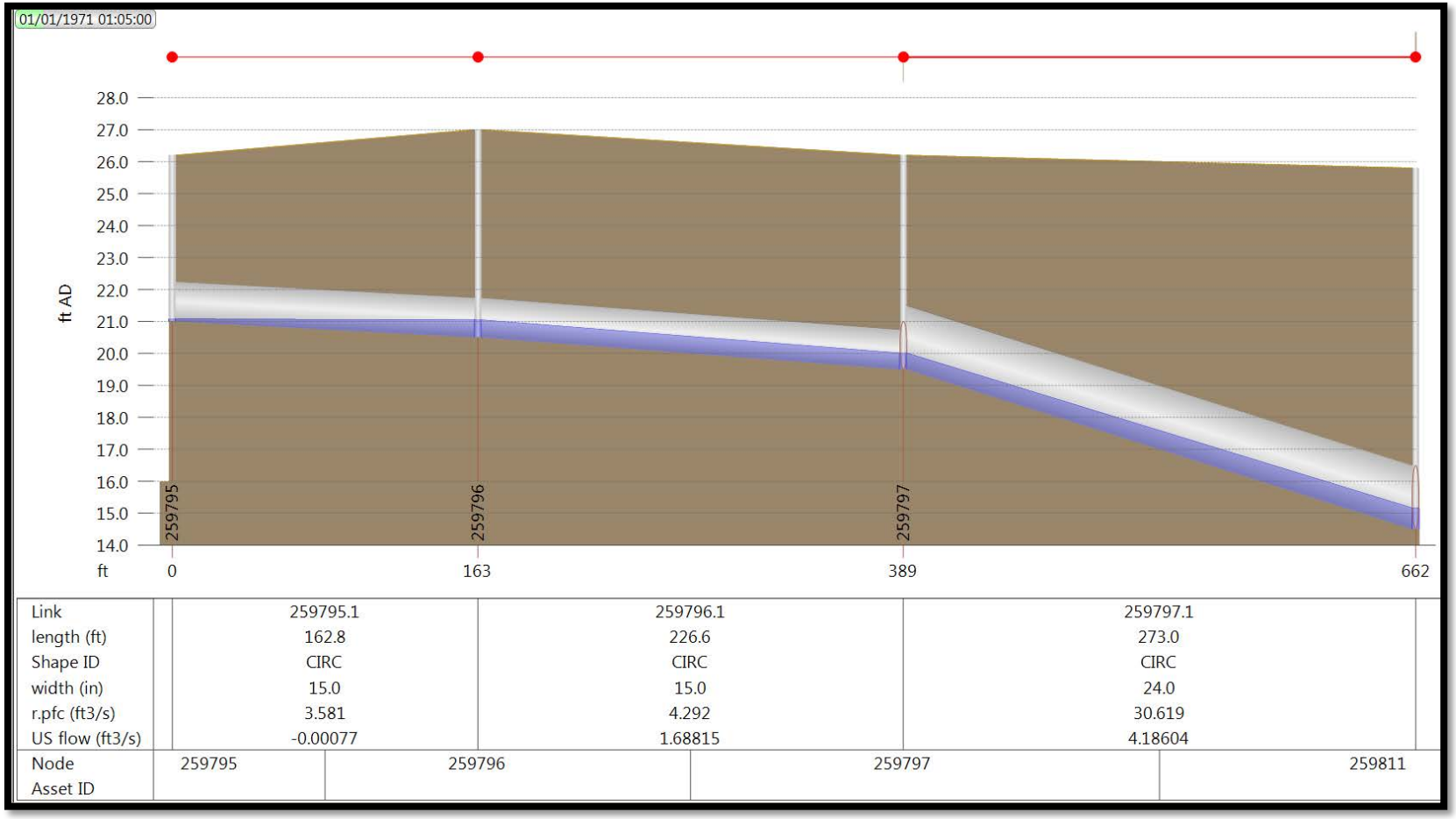

ID 259795.1
Shape ID CIRC
width (in) 15.0
max us_flow (ft3/s) -1.11774
max us_vel (ft/s) -1.106
us_qcum (ft3) -0.00
VISITACION AVE
RECYCLE RD

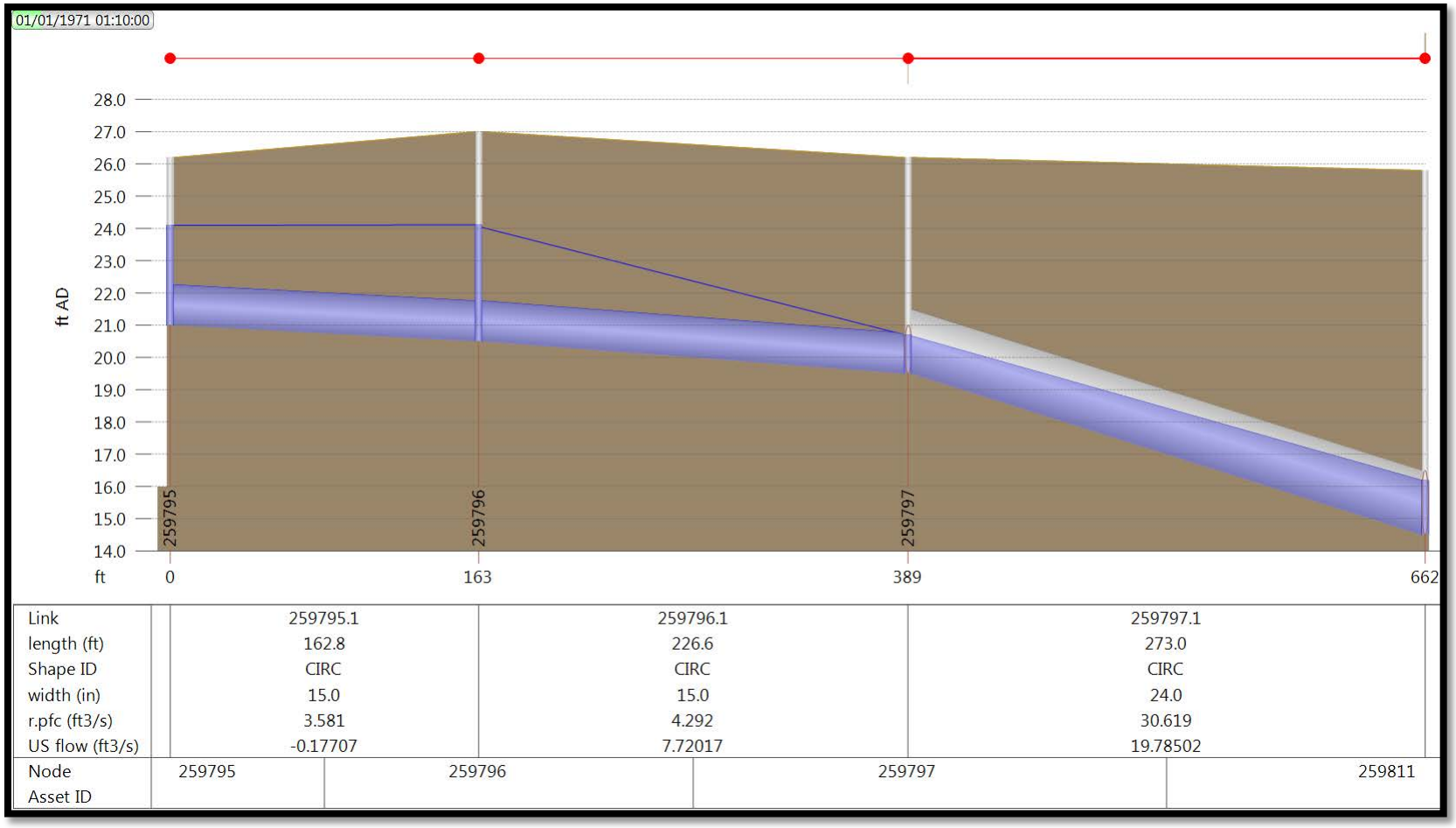
Figure 1



Link	259795.1	259796.1	259797.1
length (ft)	162.8	226.6	273.0
Shape ID	CIRC	CIRC	CIRC
width (in)	15.0	15.0	24.0
r.pfc (ft3/s)	3.581	4.292	30.619
US flow (ft3/s)	-0.00077	1.68815	4.18604

Node	259795	259796	259797	259811
Asset ID				

Figure 2



Link	259795.1	259796.1	259797.1
length (ft)	162.8	226.6	273.0
Shape ID	CIRC	CIRC	CIRC
width (in)	15.0	15.0	24.0
r.pfc (ft3/s)	3.581	4.292	30.619
US flow (ft3/s)	-0.17707	7.72017	19.78502

Node	259795	259796	259797	259811
Asset ID				

Figure 3

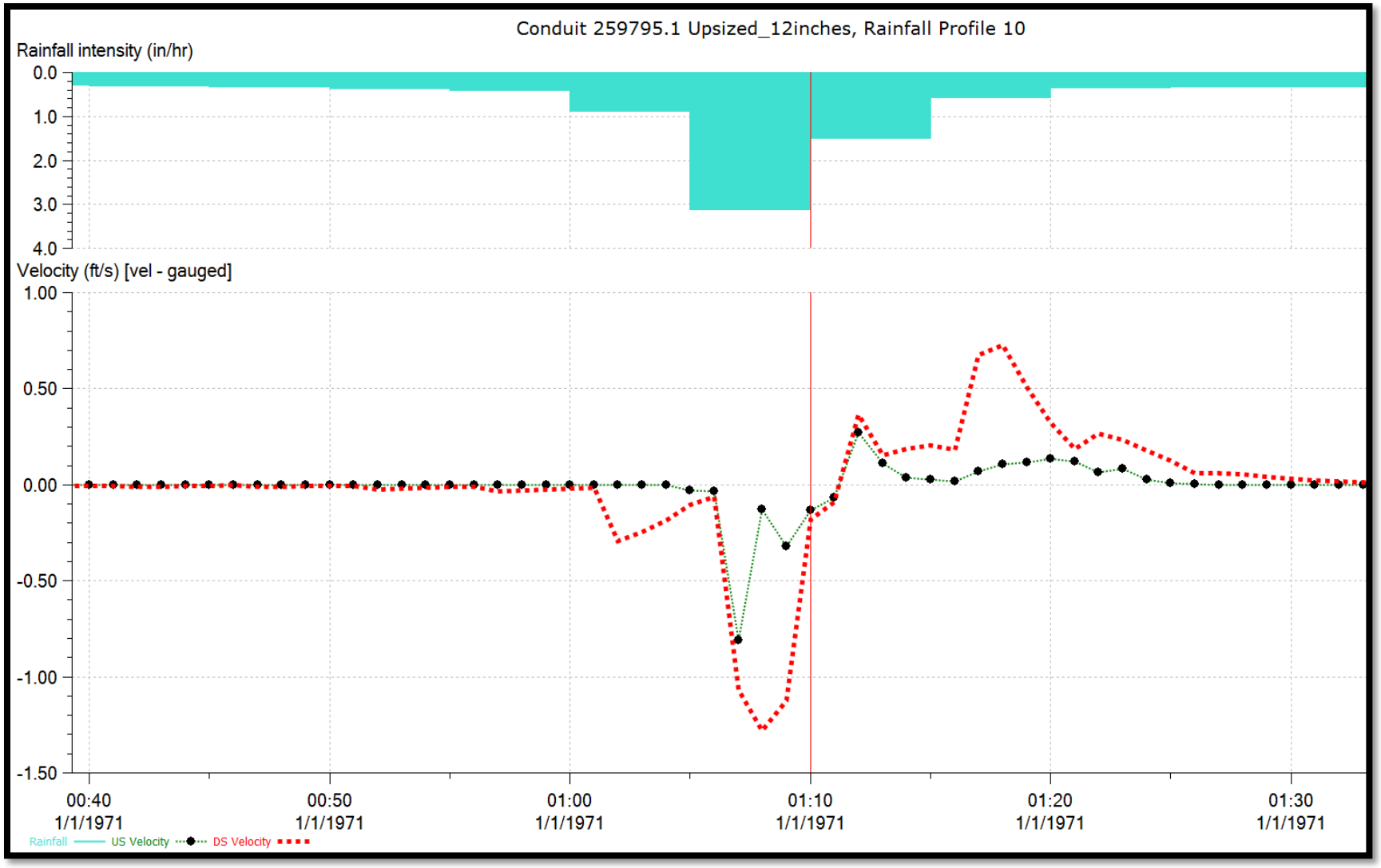

Conduit 259795.1 Upsized_12inches, Rainfall Profile 10
Rainfall intensity (in/hr)
0.0
1.0
2.0
3.0
4.0
Velocity (ft/s) [vel - gauged]
1.00
0.50
0.00
-0.50
-1.00
-1.50
00:40
1/1/1971
00:50
1/1/1971
01:00
1/1/1971
01:10
1/1/1971
01:20
1/1/1971
01:30
1/1/1971
Rainfall
US Velocity
DS Velocity

Figure 4

(2) Why are some velocities very high?

The conduit in figure 5 and figure 7 shows 109 feet per second as maximum velocity.

Using the Mannings' equation, velocities up to 30 feet per second is obtained and is expected in many steep pipes.

However, artificially high instantaneous velocities like 50 feet per second or 100 feet per second are numerical instabilities encountered while solving Saint Venant Equation. For each conduit, a number of calculations need to be performed for many time steps. The highest velocity found in these series of calculations is reported as maximum velocity. These spikes do not usually cascade into causing the overall degradation and reliability of calculation. The software does not suppress these values because it is an important indicator to the hydraulic engineer that occasionally internal calculations have limitations; and that an engineer makes a conscious decision whether such results affect the overall hydraulic result.

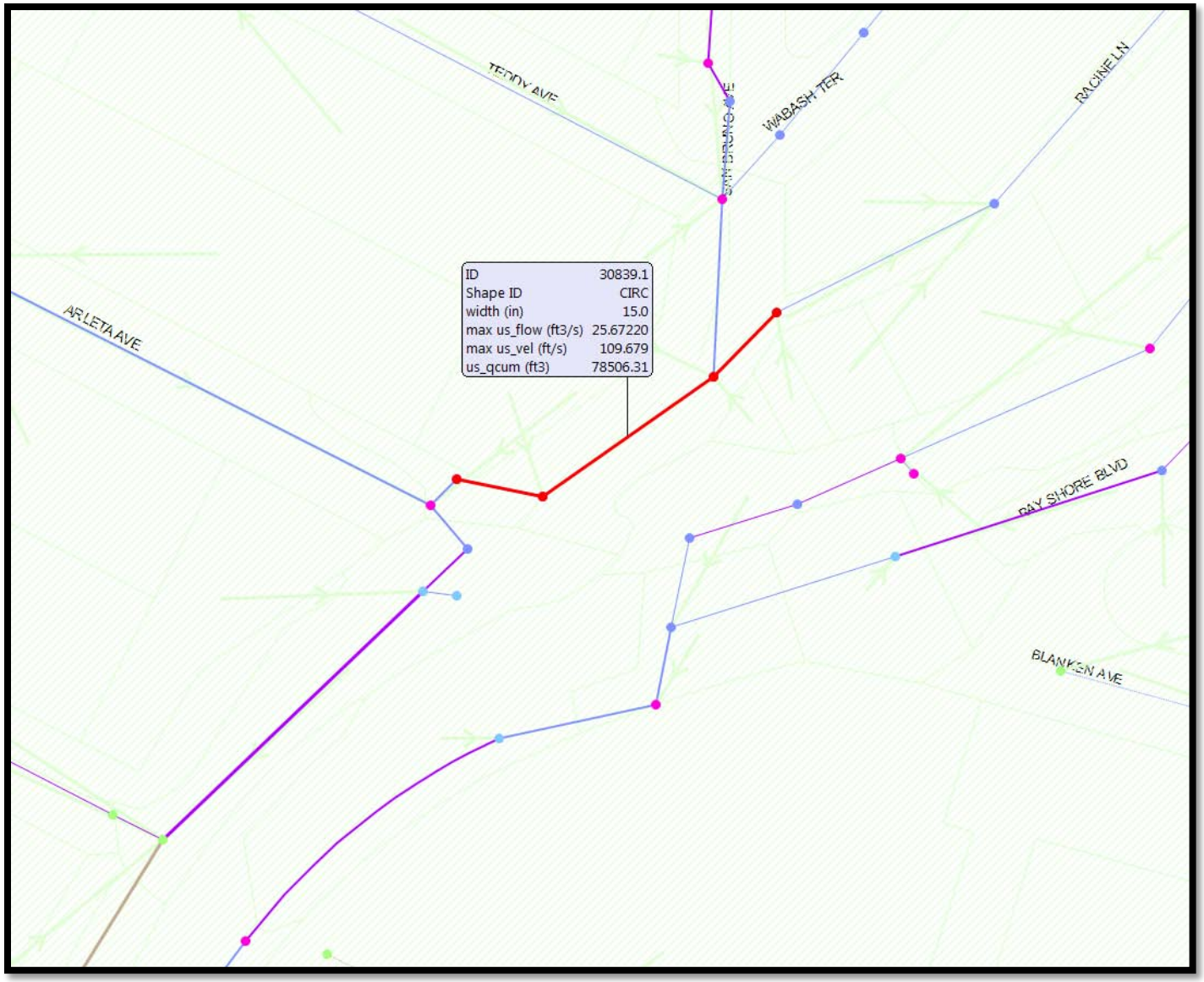

TEDDY AVE
WABASH TER
RACINE LN
ARLETA AVE
BAY SHORE BLVD
BLANKEN AVE
ID 30839.1
Shape ID CIRC
width (in) 15.0
max us_flow (ft3/s) 25.67220
max us_vel (ft/s) 109.679
us_qcum (ft3) 78506.31

Figure 5

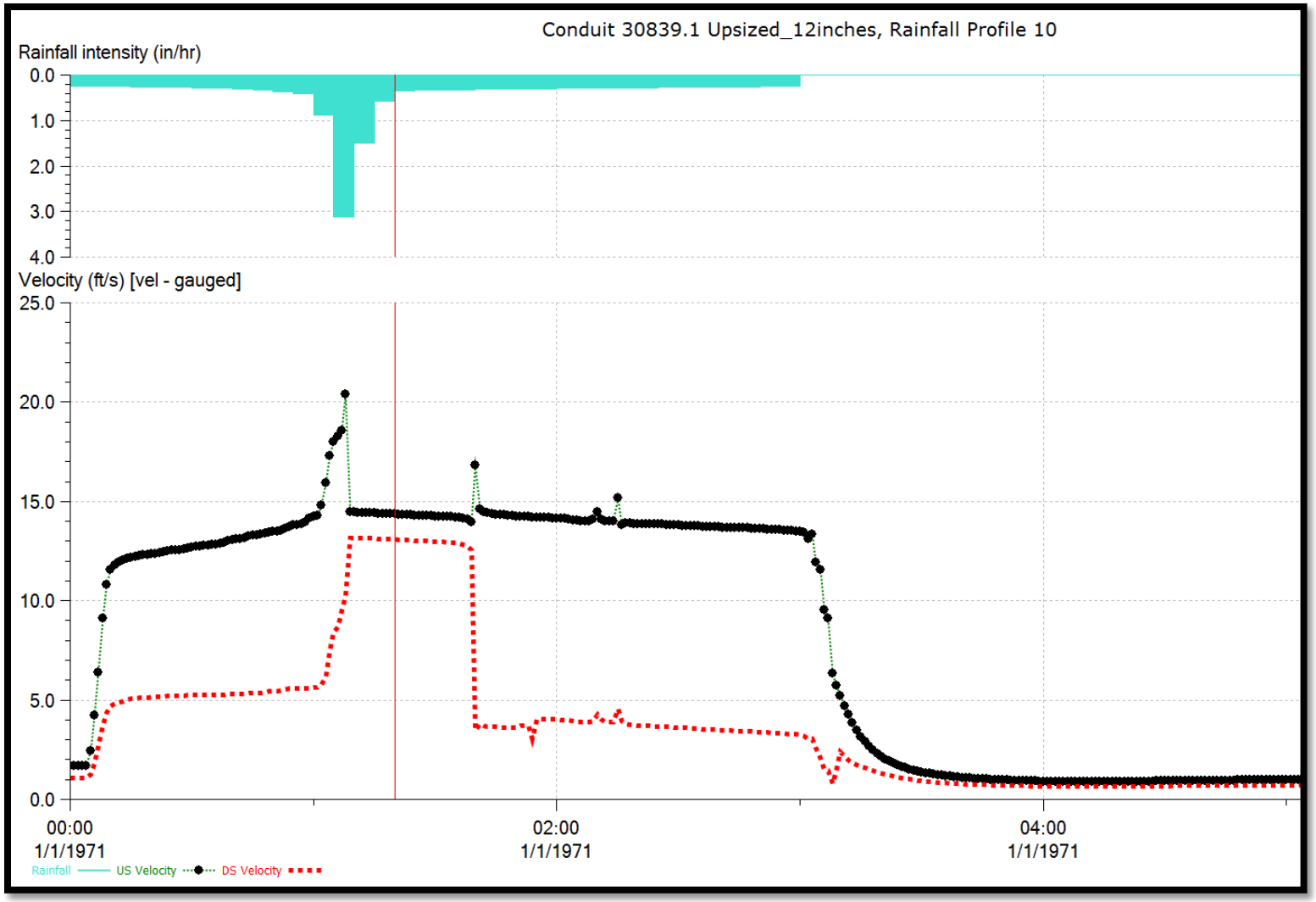
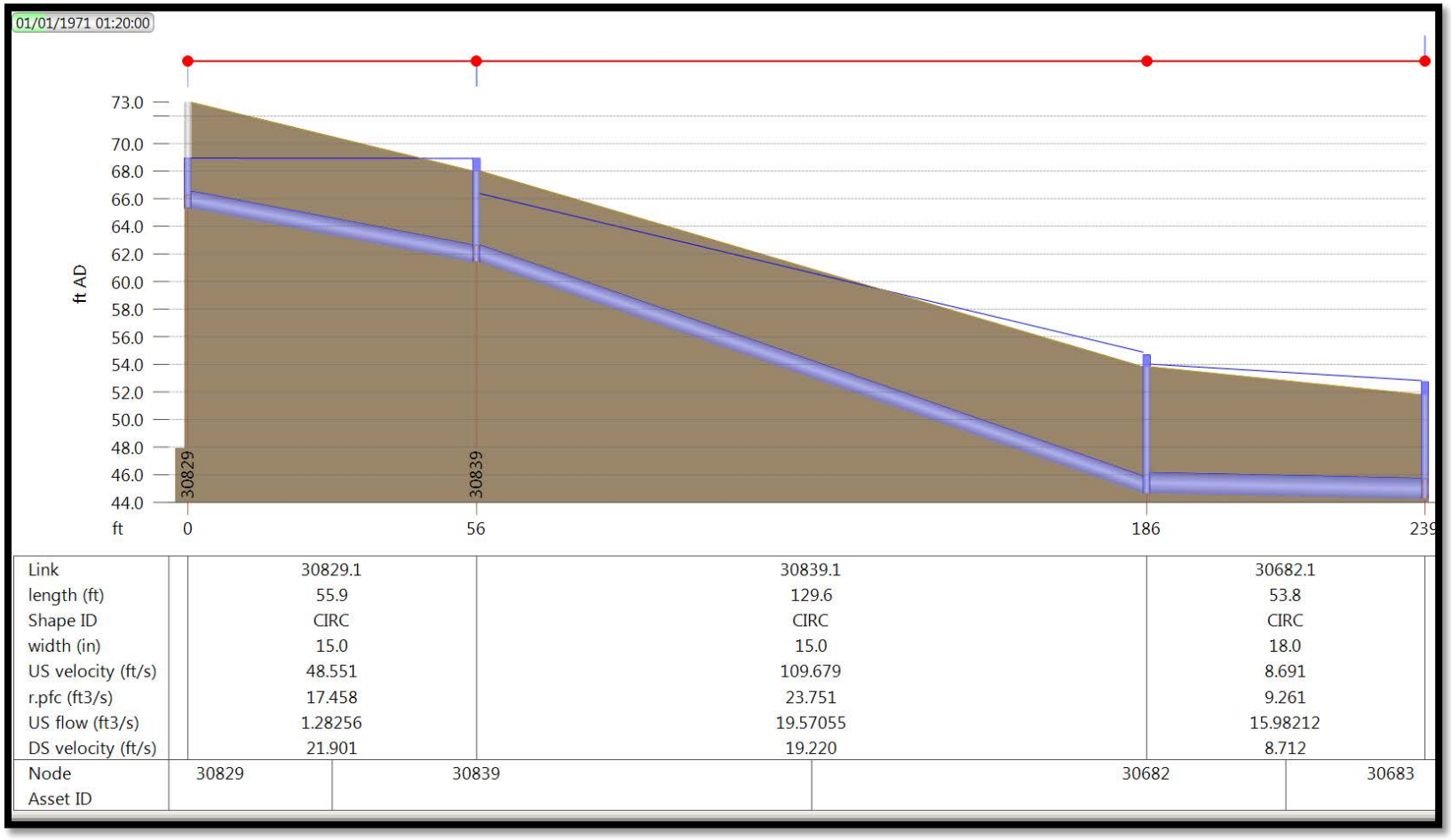

Conduit 30839.1 Upsized_12inches, Rainfall Profile 10
Rainfall intensity (in/hr)
0.0
1.0
2.0
3.0
4.0
Velocity (ft/s) [vel - gauged]
25.0
20.0
15.0
10.0
5.0
0.0
00:00
1/1/1971
02:00
1/1/1971
04:00
1/1/1971
Rainfall
US Velocity
DS Velocity

Figure 6



Link	30829.1	30839.1	30682.1
length (ft)	55.9	129.6	53.8
Shape ID	CIRC	CIRC	CIRC
width (in)	15.0	15.0	18.0
US velocity (ft/s)	48.551	109.679	8.691
r.pfc (ft3/s)	17.458	23.751	9.261
US flow (ft3/s)	1.28256	19.57055	15.98212
DS velocity (ft/s)	21.901	19.220	8.712

Node	30829	30839	30682	30683
Asset ID				

Figure 7

Result Table

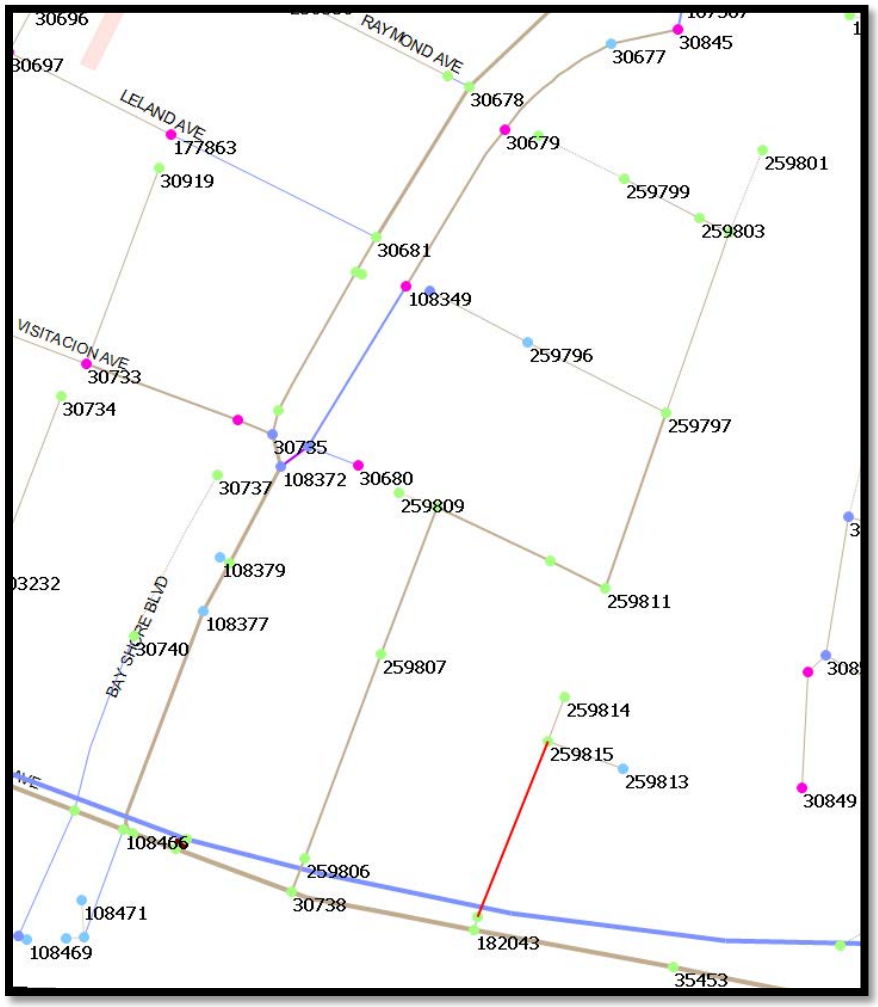


Figure 8

From: Eickman, Kent
Sent: Monday, August 05, 2013 12:29 PM
To: Webster, Leslie; Tran, Michael
Subject: RE: Schlage Locke Sewer Issues

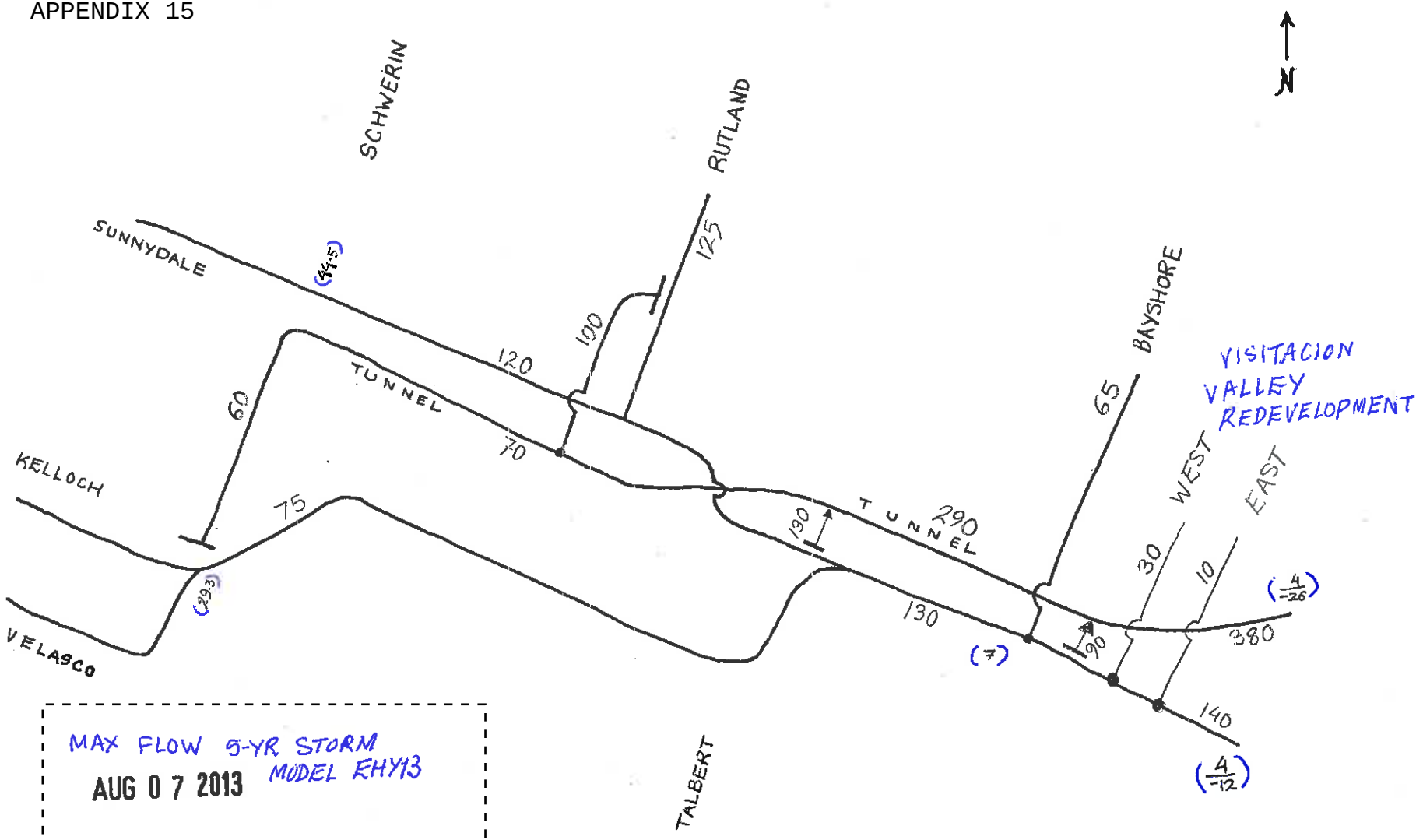
Appendix 1 shows some minus velocities and flows. It also has one pipe with 22.254 fps, is this excessive?

thanks

EXAMPLE ONLY - DO NOT USE FOR RESULTS

ROW	LINE#	U/S NODE	D/S NODE	X-SECT	SHAPE	LENGTH	SLOPE	SITE	CFS	FT/S	MGAL	STATE	U/S RIM	D/S RIM	U/S INV	D/S INV	U/S FB	D/S FB	Q'
1	Old tunnel	182043	35453	78	CIRC	295	0.35		146.5	6.1	8.420	0.61	12.0	7.9	-5.8	**-6.9**	11.1	7.3	268.6
2	Old tunnel	30738	182043	78	CIRC	273	0.35		158.0	7.6	8.220	0.48	10.0	12.0	-4.9	**-5.8**	8.9	11.1	268.4
3	Main Tunnel - con	252050	A01-1020	144	CIRC	**3099**	0.19	onnections	377.8	3.2	7.030	1	6.4	7.0	-19.5	**-25.5**	1000.3	8.3	1026.3
4	Sunnyd.	252052	30738	78	CIRC	180	0.35		140.3	7.9	7.870	0.41	8.3	10.0	-4.3	**-4.9**	7.2	8.9	300.5
5	Leland extend	259796	259797	15	CIRC	227	0.44	West	8.3	6.2	0.090	0.4	27.0	26.2	20.5	19.5	2.3	5.4	4.3
6	Visitacion extend	259809	259808	15	CIRC	58	1.38		-0.1	-1.0	0.000	0.5	20.2	22.1	13.0	12.2	6.5	8.4	7.6
7		259802	259797	18	CIRC	278	3.06		7.2	9.8	0.070	0.3	35.9	26.2	28.0	19.5	7.2	5.4	18.4
8	Headend	259801	259802	12	CIRC	131	0.38	West	0.0	-0.4	0.000	0.3	36.0	35.9	28.5	28.0	7.3	7.2	2.2
9		259803	259802	18	CIRC	48	1.04		7.2	6.5	0.070	0.3	36.7	35.9	28.5	28.0	7.3	7.2	10.7
10	Raymond Extend	259799	259803	18	CIRC	124	0.4	West	7.3	4.6	0.070	0.3	38.9	36.7	29.0	28.5	8.6	7.3	6.7
11	Raymond Extend	259798	259799	15	CIRC	140	0.79	West	0.0	-0.5	0.000	0.4	36.5	38.9	30.1	29.0	6.2	8.6	5.8
12	Outlet	259806	30738	36	CIRC	53	**15.72**	West	**31.1**	25.2	0.350	0.1	12.0	10.0	6.8	**-4.9**	4.5	8.9	264.4
13		259807	259806	36	CIRC	319	1	West	**31.3**	9.3	0.350	0.2	20.5	12.0	10.0	6.8	9.0	4.5	66.8
14		259808	259807	30	CIRC	230	0.96		27.1	8.9	0.300	0.2	22.1	20.5	12.2	10.0	8.4	9.0	40.2
15		259810	259808	30	CIRC	184	0.98		21.0	8.3	0.220	0.2	24.6	22.1	14.0	12.2	9.3	8.4	40.6
16	Visitacion extend	259811	259810	24	CIRC	91	0.55	West	21.0	6.7	0.220	0.3	25.8	24.6	14.5	14.0	9.3	9.3	16.8
17	Visitacion extend	259797	259811	24	CIRC	273	1.83	West	21.4	10.5	0.220	0.3	26.2	25.8	19.5	14.5	5.4	9.3	30.6
18	Leland extend	259795	259796	15	CIRC	163	0.31	West	-1.1	-1.1	0.000	0.4	26.2	27.0	21.0	20.5	**1.4**	2.3	3.6
19	Headend	259813	259815	15	CIRC	116	0.86	East	5.1	5.5	0.100	0.3	16.8	20.9	13.0	12.0	2.9	8.0	6.0
20	Headend	259814	259815	15	CIRC	69	1.44	East	3.7	6.1	0.070	0.3	22.0	20.9	13.0	12.0	8.4	8.0	7.8
21		259815	259817	15	CIRC	277	3.43	East	8.7	10.5	0.170	0.3	20.9	12.0	12.0	2.5	8.0	8.8	12.0
22	Outlet	259817	182043	15	CIRC	20	5.11	East	8.7	12.2	0.170	0.3	12.0	12.0	2.5	**-5.8**	8.8	11.1	14.6

APPENDIX 15



MAX FLOW 5-YR STORM
MODEL EHY13

AUG 0 7 2013

NOTES:
SEWER SCHEMATIC
FOR DISCUSSION PURPOSE ONLY
EHY 1/2013
ELEV. IN (X)
INPUT 485 CFS

OUTPUT 520 CFS

Shrestha, Bimayendra

From: Webster, Leslie [LWebster@sfwater.org]
Sent: Wednesday, June 05, 2013 08:21
To: Petrick, Molly; Jurosek, Marla; Eickman, Kent; Lee, Wallis; Todd Adair; Howard Pearce; Steven Huang; jdallosta@bkf.com; Shrestha, Bimayendra
Cc: Lesk, Emily
Subject: RE: Schlage Locke Sewer Issues

Hello All,

Here is a summary of the next steps from our meeting yesterday (June 4, 2013 at SFPUC):

- The development team will provide DPW Hydraulics with their proposed sewer mains, nodes, and catchment boundaries. DPW Hydraulics will include it in modeling analysis, and share the hydraulic analysis with the development team to help facilitate the selection and design of discharge locations. It is expected that during the analysis, there may be some back-and-forth to come up with the best solution. The modeling analysis and back and forth is expected to take 3 weeks following Hydraulics receipt of the system information. (Please follow up with Wallis and/or Bimu as needed re this analysis)

- The development team will follow up with an infrastructure plan for SFPUC review and comment. This IP will include the discharge location as well as the an overland flow analysis and updated stormwater management proposal.

- The development team will also follow up with more information how the IP will relate to the Development Agreement, which is planned to go before the BoS in July or August.

Best regards,

Leslie

Leslie Webster

(415) 554-3459

lwebster@sfwater.org

-----Original Appointment-----
From: Petrick, Molly
Sent: Thursday, May 30, 2013 3:33 PM
To: Petrick, Molly; Jurosek, Marla; Webster, Leslie; Eickman, Kent; Lee, Wallis; Conf, 525GG, 10th Fl - Spring Valley; Security Desk, 525GG; Todd Adair; 'Howard Pearce'; 'Steven Huang'; Lesk, Emily
Cc: Shrestha, Bimayendra
Subject: Schlage Locke Sewer Issues
When: Tuesday, June 04, 2013 12:30 PM-1:30 PM (GMT-08:00) Pacific Time (US & Canada).
Where: SFPUC - 525 Golden Gate Ave, Spring Valley Conference Rm (10th Floor)

ENGINEERS / SURVEYORS / PLANNERS

255 Shoreline Drive, Suite 200
Redwood City, California 94065
(650) 482-6300 (Tel)
(650) 482-6399 (Fax)

MEMORANDUM

Date: **06/07/13** BKF No.: 20070090

To: Wallis Lee, SFDPW – Hydraulics
Bimayendra Shrestha, SFDPW - Hydraulics

Copies To: Marla Jurosek, SFPUC
Molly Petrick, SFPUC
Kent Eickman, SFPUC
Steven Huang, UPC
Chun Pong Ng, UPC
Howard Pearce, UPC
James Dallosta, BKF

From: Todd Adair, BKF

Subject: **Schlage Lock Site – Preliminary Hydrology Model**

Wallis / Bimo
Thank you again for meeting with us earlier this week to review the revised Schlage Lock development and discuss the combined sewer system proposed for the project.

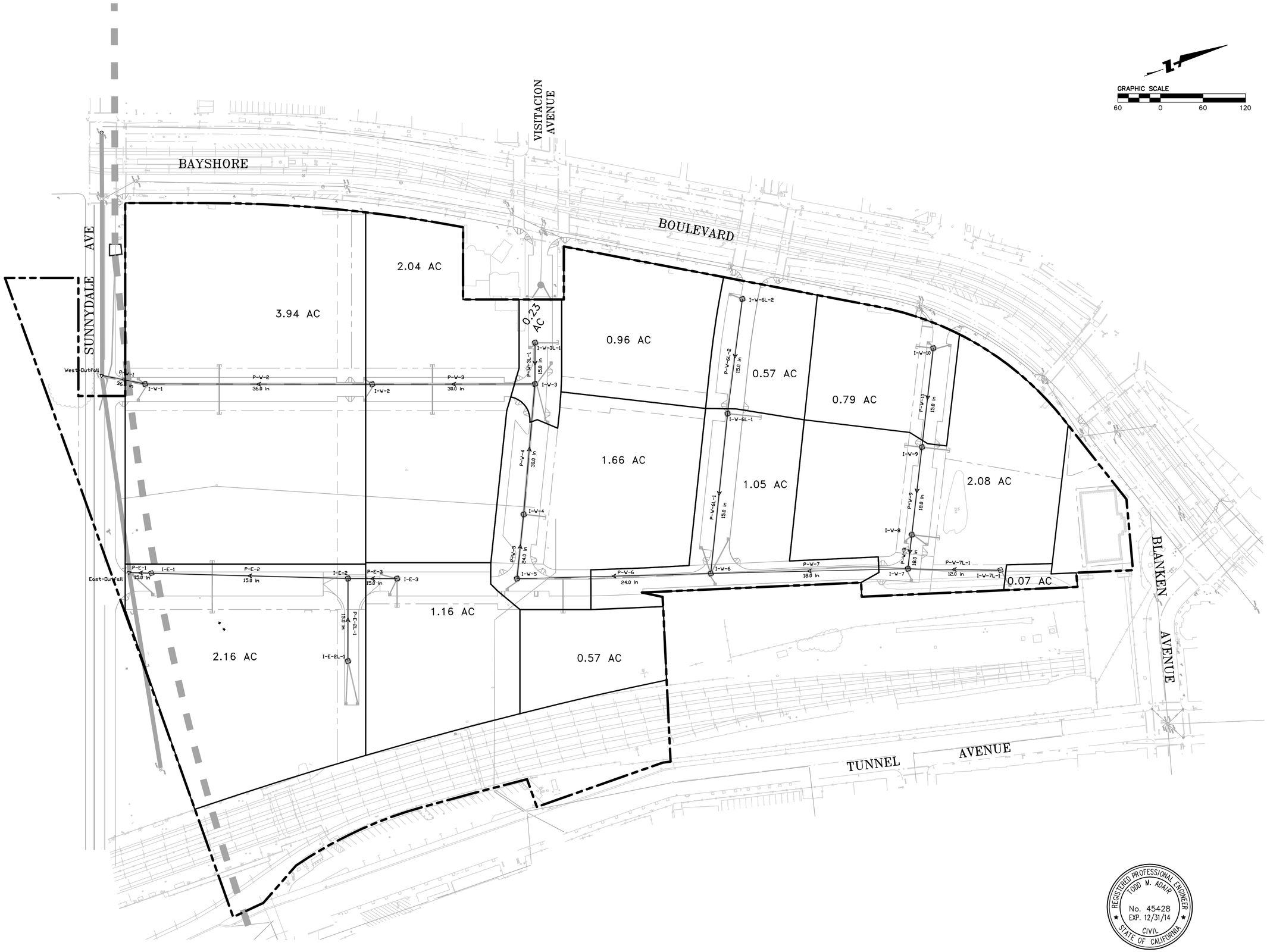
Based on our meeting we have attached our Preliminary Hydrology Model for the stormwater runoff in the proposed combined sewer system. As discussed, our model is based on the Rational Method. This provides a conservative stormwater flow rate leaving the site. We will develop a Dynamic Model for the project once we begin the final designs for the site and anticipate the flow volumes will be reduced using this method.

We anticipate your model will take into account the pre-existing conditions for the site. We have included our preliminary model for the pre-existing condition as well. This is based on the existing site being almost 100% impervious prior to the remediation activities on the site. Although we do not have record drawings for the utility systems that were once serving the site, the existing grades indicate the site drained to the southeast corner and connected to the 78-inch combined sewer main. We have included a conceptual layout for the existing stormwater system. Based on our model results, the existing flow from the site is approximately 41.3 cfs.

Based on our preliminary model results, the proposed project will discharge 23.2 cfs at the main proposed connections point (Outfall West), and 7.5 cfs at the secondary discharge point (Outfall East). Combined this is a decrease of 10.3 cfs from the existing condition.

We have attached our model results as Table 1 – Hydrology and Table 2 – Hydraulics as well as the exhibits for the existing and proposed conditions. It is our understanding you will add this information into your model for the 78-inch combined sewer main and determine if the flow from the site can be accommodated in the combined sewer system.

Please let us know if you have any questions or need any additional information.



BKF ENGINEERS / SURVEYORS / PLANNERS
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REDWOOD CITY, CA 94065
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VISITACION VALLEY REDEVELOPMENT, ZONE 1
TENTATIVE MAP
MODEL-PROPOSED UTILITY PLAN

CITY OF SAN FRANCISCO SAN FRANCISCO COUNTY CALIFORNIA

Revisions

No.	

Date 05/09/2012
Scale NOTED
Design JD
Drawn JD
Approved TMA
Job No 20070090-33

REGISTERED PROFESSIONAL ENGINEER
TODD M. ADAIR
No. 45428
EXP. 12/31/14
CIVIL
STATE OF CALIFORNIA

Sheet Number:
C5

DRAWING NAME: J:\Eng07\070090\DWG\STORM CAD\SLPRSDUT.dwg
PLOT DATE: 06-06-13 PLOTTED BY: som

APPENDIX C:
CONCEPTUAL POTABLE WATER AND SANITARY SEWER DEMANDS

BkF
ENGINEERS / SURVEYORS / PLANNERS

Conceptual Potable Water and Sanitary Sewer Demand Calculations

Schlage Lock Redevelopment - San Francisco, CA

Domestic Water Demand								Sanitary Sewer Demand			
Use	Living Units[1]	Size[1]	Load [2]		Avg. Daily Demand	Avg. Daily Demand	Avg. Daily Demand	Load [13]		ADWF	PDWF [14]
		(SF/Use)			(gpd)	(gpm)	(cfs)			(cfs)	(cfs)
1-bedroom Condo	697		102	gpd/unit	71,094	49	0.110	96.9	gpd/unit	0.104	0.313
2-bedroom Condo	849		125	gpd/unit	106,125	74	0.164	118.75	gpd/unit	0.156	0.468
3-bedroom Condo	133		140	gpd/unit	18,620	13	0.029	133	gpd/unit	0.027	0.082
Retail		43,700	150	gpd/1000 SF	6,555	5	0.010	142.5	gpd/1000 SF	0.010	0.029
Cultural		0	150	gpd/1000 SF	0	0	0.000	142.5	gpd/1000 SF	0.000	0.000
TOTALS	1679				**202,394**	**141**	**0.313**			**0.297**	**0.892**

PWWF (CFS) [15]	0.892

Fire Water Demand[12]

Construction Type	Size[3]	Largest Floor[4]	Fire Flow Square Footage[5]	Demand[6]	Avg Daily Demand[7] w/50% CFC Reduction
	(SF)	(SF/Use)	(SF)	(gpm)	(gpm)
Type I		33,471	100,413	3500	**1,750**
Type III**B** or V-B	181,560	37,064	181,560	8000	**4,000**
TOTAL FIRE DEMAND[9]					**4,000**

192300
576900
615407

Irrigation Demand[8]

Acreage[10]	Unit Demand	Irrigation Period	Irrigation Frequency	Cycle Length	Avg. Daily Demand
	(acre-ft/acre/yr)	(months)	(cycles/day)	(minutes)	(gpm)
2.1	3	5	8	20	**84**
TOTAL IRRIGATION DEMAND					**84**

TOTAL AVERAGE DAILY WATER DEMAND (GPM)	4,226

Notes

1 Living Unit numbers and square footages are based on values provided by UPC.
2 1- bedroom (2005 unit demands) and Retail/Office Loads are based on the values provided in the Visitacion Valley Redevelopment Program Draft EIR, dated 06/03/08. 2-bedroom and 3-bedroom units assume 2.5 persons and 2.8 persons per unit, respectively, at 60 gpd/person, per the August 2006 "Projected Water usage for BAWSCA Agencies" Tech Memo by URS.
3 Building Size for Construction Types are based on values provided by UPC on 03/18/09.
4 Square footage of largest floor is based on values provided by UPC on 03/18/09.
5 Fire flow square footages are based on the 2013 California Fire Code (CFC) Section B104. For Type IA and IB, fire flow areas are based on the area of the three largest consecutive floors (CFC B104.3).
6 Demands are calculated per CFC Table B105.1.
7 Per CFC B105.2, a reduction of up to 75% in the fire flow demand, as approved, is allowed when the building is provided with fire sprinklers. This calculation assumes both that the building will be sprinklered and that a 50% reduction will be approved.
8 Irrigation Demand assumes that the site is watered every day for a 5 month period. In addition, it is assumed that the green areas will be irrigated in 8 cycles for an individual cycle length of 20 minutes during the 5 month irrigation period.
9 Total Fire Demand is the larger of the demands for the two difference construction types. In this case, the 4000 gpm demand for the Type IIIB or V-B construction is the larger and is the assumed fire demand in this document.
10 Acreage is loosely based on the landscaped areas identified in the site plan provided by GLS in April 2014.
11 Domestic Water Demands are average daily demand and are not peaked.
12 Fire Demands provided are based on the California Fire Code requirements. MEP or Fire Sprinkler consultant to confirm if additional fire water demand or pumping systems are required for internal building fire sprinkler systems.
13 Sanitary sewer demand loads are based on a 95% return on water use.
14 Assumed a peaking factor of 3 based on industry standards. Peaking factor is applied to the Average Dry Weather Flow (ADWF) to calculate Peak Dry Weather Flow (PDWF)
15 Peak Wet Weather Flow (PWWF) = PDWF + I&I. I&I is asusmed to be .003 cfs/acre per SF Subdivision Code. Area of this phase is ~3.26 acres.

Date: 5/16/2014

EXHIBIT M
PARK DESIGN AND ACQUISITION TERMS

This Agreement between Visitacion Development LLC ("Developer") and the City and County of San Francisco, acting by and through its Recreation and Park Department ("RPD," collectively "the Parties"), shall govern the construction, maintenance, and possible City purchase of the parcels currently known as Parcel D, Linear Park or Leland Greenway ("Linear Park") and Parcel A, Square Park or Visitacion Park ("Square Park", together "the Parks"). As of the date of the approval of the Development Agreement, the Parties to this Exhibit M contemplate that RPD will purchase Linear Park and Square Park; however, Developer may elect to **retain** ownership of Linear Park and Square Park and/or may not timely satisfy the conditions precedent to RPD's purchase set forth in this Exhibit M.

To the extent Developer does not elect to sell Linear Park or Square Park to RPD or does not timely satisfy the conditions precedent to RPD's purchase of either park set forth in this Exhibit M or any Purchase and Sale Agreement and/or Maintenance Agreement that may be executed by the Parties, the use and maintenance of the Park shall be governed by the provisions of Exhibit D, Regulations Regarding Access and Maintenance of Privately –Owned Community Improvements. Upon execution of a Purchase and Sale Agreement for either or both Linear Park and Square Park, the use and maintenance of the Park(s) shall be governed by the terms of this Exhibit M and any Purchase and Sale Agreement and/or Maintenance Agreement that may be executed by the Parties.

I. Park Design

a. Except as specifically provided in this Exhibit M or the Development Agreement, Developer agrees to take all actions necessary to design and build the Parks according to designs approved by the City's Recreation and Park Commission.

b. Within 3 months after approval of the Development Agreement, Developer shall retain an independent consultant satisfactory to RPD to review the preliminary design of all utility infrastructure that would serve each Park, as reflected in the Open Space and Streetscape Master Plan ("OSSMP") approved by the Planning Department and Board of Supervisors. The independent consultant shall report to RPD regarding the adequacy of the designed infrastructure to support the features of the preliminary park design(s) and alternative features and elements that may be considered as refinements to the preliminary design(s). The Parties acknowledge that RPD may seek design elements, including public restrooms, that call for expansion or additions to utility facilities that could create significant additional construction costs. The Parties acknowledge that the preliminary designs, and all negotiated costs as reflected in this Exhibit M, do not include or support the provision of public restrooms. If the independent consultant concludes that design elements of interest to RPD would create such additional costs, the Parties shall

negotiate in good faith about solutions that avoid such increases, including, for example, modifying other park features or adjusting the cost caps found in subsection (g) below. The Developer further agrees to cap the nearest utility lines necessary to serve a public restroom in order to accommodate the possible future provision of a restroom at the site(s) and to minimize related infrastructure costs. Upon completing review of the infrastructure plans for the Linear Park and Square Park, but no later than March 1, 2015, Developer shall elect in writing whether to proceed with the anticipated sale of Linear Park and Square Park. If Developer declines to make such election in writing, RPD shall have no further obligations under this Exhibit M.

c. Commencing by January, 2015, RPD shall lead a design review process in cooperation with the City's Planning Department to refine and finalize the preliminary designs reflected in the Open Space and Streetscape Master Plan ("OSSMP") approved by the Planning Department and Board of Supervisors. The Developer shall cooperate in providing design professional assistance to support the design review process. Any modifications to the preliminary designs requested by RPD shall be guided by design principles and performance standards established by RPD, including but not limited to:

    i. Integration and consistency with the design and character of other nearby parks, including Visitacion Valley Greenway;
    ii. Unique identity and sense of place;
    iii. Ecological value; and
    iv. Amenities well suited to serve the current and projected demographics of the area.

d. RPD shall establish a Community Advisory Panel (CAP) comprised of landscape design professionals and community residents (including representation from the Visitacion Valley Advisory Body). The CAP shall convene at least three and no more than eight public meetings during 2015 to review:

    i. The preliminary designs incorporated in the OSSMP;
    ii. RPD's proposed design principles and performance standards;
    iii. Current and anticipated community demographics;
    iv. RPD programming needs and "gap analysis" and any other relevant factors identified by the Parties.

e. The Developer shall cooperate in providing design professional support for the work of the CAP. Developer shall prepare and present conceptual designs to the Recreation and Park Commission for approval no later than the first quarter of 2016. Upon approval, the conceptual design shall be referred to as the Final Conceptual Design. The Final Conceptual Designs shall contemplate a maximum construction cost for the Linear Park of **$60 per square foot** in 2014 dollars as adjusted to reflect

any increase in the CPI-U for the San Francisco Bay Area as of the anticipated date of award of the construction contract up to a maximum of $64 per square foot and shall contemplate a maximum construction cost for the Square Park of **$60 per square foot** in 2014 dollars as adjusted to reflect any increase in the CPI-U for the San Francisco Bay Area as of the anticipated date of award of the construction contract up to a maximum of $64 per square foot. The maximum cost figures in this paragraph include all building materials and physical improvements to the land related to park facilities, direct labor costs for installation of the park improvements, and a 10% park construction contingency; but do not include the cost of the utility facilities to serve the park sites or storm water infrastructure that is located within the park site(s) but intended to meet storm water management requirements for the Development Area as a whole. Developer shall fully disclose to RPD the documentation supporting its analysis of the cost of building a particular park design. To the extent the Parties disagree about the park whether a design recommended by RPD staff , including selected park features, can be built within the maximum costs, as adjusted, the Parties shall jointly select a mediator to resolve the dispute.

f. After the Recreation and Park Commission has approved the Final Conceptual Design for Linear Park and/or Square Park, Developer shall elect in writing whether to proceed with the anticipated sale of Linear Park and/or Square Park. If Developer declines to make such election in writing, RPD shall have no further obligations under this Exhibit M. If Developer elects to proceed with the sale of Linear Park and/or Square Park, Developer shall prepare and submit construction drawings to RPD for review and approval. Developer shall make revisions as needed until RPD staff approves the Final Park Design. RPD and Developer will agree to a schedule for review of construction drawings before Developer begins detailed design work. Developer shall be responsible for obtaining any other City approvals that may be required in connection with the park designs.

g. Within three months after written approval of the Final Conceptual Design for Linear Park and/or Square Park has been delivered to Developer, Developer shall elect whether to proceed with the anticipated sale of Linear Park and/or Square Park. If Developer declines to make such election, RPD shall have no further obligations under this Exhibit M.

h. Developer shall seek and obtain advanced written approval of the design of any utility facilities planned to be built on, over or beneath Linear Park or Square Park, regardless of whether they are designed to provide service to the park.

II. Park Construction

a. Developer shall be responsible for all construction costs, including the costs of building and installing all recreation and park buildings, improvements and facilities,

as well as any infrastructure required to serve the park improvements, provided that the approved Final Conceptual Design for each park is projected to be buildable within the maximum construction cost for each park set forth in Section I.c. of this Exhibit M.

b. Developer shall comply with all applicable laws governing construction of Linear Park and Square Park, including any applicable requirements or restrictions associated with any environmental controls as required by any governing environmental agreement or regulatory controls based on the remediation of the area surrounding and including Linear Park and Square Park.

c. RPD, with assistance from the Department of Public Works Infrastructure Design and Construction Division, shall inspect the Park site(s) upon completion of construction, and, upon determination that the Park site(s) conform to the approved Final Park Design, applicable laws and all stated performance standards, RPD shall issue a written notice to Developer of its final acceptance of the park as constructed.

III. Park Purchase

a. Subject to appropriation, RPD agrees to take all actions necessary to reserve funds in the Open Space Acquisition Fund established by Section 16.107(f)(3) of the San Francisco Charter to purchase Linear Park for a final purchase price not to exceed **$1,966,500** and to purchase Square Park for a final purchase price not to exceed**$2,533,500**. The parties affirm that these prices are below the full market value of the property as determined by an appraisal procured by the City's Real Estate Division in 2014. Developer agrees to sell the sites to RPD at these reduced purchase prices in exchange for RPD's commitment to purchase the sites according to the terms of this Exhibit M.

b. Subject to appropriation, three years after approval of the Development Agreement by the Board of Supervisors, RPD shall be prepared to deliver funds for the purchase of Linear Park, provided that the Parties shall have obtained all approvals necessary to transfer ownership of Linear Park to the City under the jurisdiction of RPD according to the terms of any Purchase and Sale Agreement approved by the Parties and upon satisfaction of all the following conditions:

    i. Developer's timely election to proceed with sale of the Parks in accordance with Section I. g. of this Exhibit M;
    ii. Developer's good faith cooperation with the design review process described in this Exhibit M;
    iii. Approval of the Final Conceptual Design by the Recreation and Park Commission;
    iv. Approval by RPD staff of construction drawings reflecting the Final Park Design;

v. RPD approval of the infrastructure serving the Park and any other infrastructure on, over or beneath the Park;
vi. Developer's receipt of all regulatory approvals that may be required in connection with design, construction or use of the Park, including any federal, state or local environmental approvals required to establish use of a park as an approved use;
vii. RPD's issuance of final acceptance of the Park in accordance with Section II.c., and
viii. Approval and execution of a Maintenance Agreement governing RPD services to Linear Park.

If all the conditions set forth here are not satisfied within **five** years after approval of the Development Agreement by the Board of Supervisors, RPD shall have no further obligations with respect to the anticipated purchase of Linear Park.

c. Subject to appropriation, five years after approval of the Development Agreement by the Board of Supervisors, RPD shall be prepared to deliver funds for the purchase of Square Park, provided that the Parties shall have obtained all approvals necessary to transfer ownership of Square Park to the City under the jurisdiction of RPD according to the terms of any Purchase and Sale Agreement approved by the Parties, and upon satisfaction of all the following conditions:

i. Developer's timely election to proceed with sale of the Parks in accordance with Section I. g. of this Exhibit M;
ii. Developer's good faith cooperation with the design review process described in this Exhibit M;
iii. Approval of the Final Conceptual Design by the Recreation and Park Commission;
iv. Approval by RPD staff of construction drawings reflecting the Final Park Design;
v. RPD approval of the infrastructure serving the Park and any other infrastructure on, over or beneath the Park;
vi. Developer's receipt of all regulatory approvals that may be required in connection with design, construction or use of the Park, including any federal, state or local environmental approvals required to establish use of a park as an approved use;
vii. RPD's issuance of final acceptance of the Park in accordance with Section II.c., and
viii. Approval and execution of a Maintenance Agreement governing RPD services to Square Park.

If all the conditions set forth here are not satisfied within **seven** years after approval of the Development Agreement by the Board of Supervisors, RPD shall have no further obligations with respect to the anticipated purchase of Square Park.

IV. Park Operation and Maintenance

a. Developer shall make two annual payments to RPD for each of the 22 years after RPD's purchase of either of the Park(s): a "Routine Maintenance Payment" and a "Renewal Maintenance Payment" as follows:

   i. The Routine Maintenance Payment shall cover RPD costs to maintain the Park(s) in accordance with the park maintenance standards set forth in Proposition C or any successor standards for maintenance of public parks that may be established by law or RPD policy ("Citywide Park Maintenance Standards"). Such maintenance shall include the services of gardeners, janitors, and security service, as well as the provision of all required utility services. The Routine Maintenance Payment shall be $200,000 as adjusted to reflect increases in labor, utility and materials and supplies costs between the date of approval of the Development Agreement and the date that RPD commences delivery of any maintenance services, and each year thereafter. Twenty per cent of the Routine Maintenance Payment shall be adjusted annually according to the CPI-U for the San Francisco Bay Area. Eighty per cent of the Routine Maintenance Payment shall be adjusted by any increase in the cost of RPD employee salaries and benefits reflected in amendments to the City's collective bargaining agreements with the relevant City employees or the CPI-U for the San Francisco Bay Area, whichever is less.

   ii. The Renewal Payment shall be set aside by the City and used exclusively to cover RPD costs to repair or replace damaged or obsolete park improvements and equipment. The Renewal Payment shall be $50,000, as adjusted to reflect the CPI-U for the San Francisco Bay Area between the date of approval of the Development Agreement and the date that RPD commences delivery of any maintenance services, and each year thereafter. The City shall set aside and maintain the Renewal Payments, together with any interest earned thereon, and any amount unspent or uncommitted at the end of the fiscal year shall be carried forward to the next fiscal year and, subject to the budgetary and fiscal limitations of the San Francisco Charter, shall be appropriated only for the purposes specified in this Section.

   iii. Both the Routine Maintenance Payment and the Renewal Payment shall be pro-rated by 50% to the extent that Developer has transferred ownership of only one of the Parks and may be further pro-rated to reflect partial years of City Maintenance service.

b. The Parties may agree that Developer shall purchase and RPD shall provide a higher level of service than called for by Citywide Park Maintenance Standards according to

the terms of a Maintenance Agreement governing service to Linear Park and/or Square Park.

c. The Parties anticipate that Developer will satisfy its obligations under this Section IV through creation of a Community Facilities District and/or Master Homeowner Association and transfer to RPD revenues from assessments on successor property owners. Accordingly, the terms of this Exhibit M which describe the maintenance obligations of the Developer shall be included in the CC&Rs for any HOA created for the Development Area, and shall be recorded against all parcels in the Development Area, and the obligations under this Section IV shall be included as an obligation for any CFD established for the Development Area. If such CFD and/or HOA is established and the obligations therein cover the total costs of the obligations under this Section IV, the CFD and/or the HOA shall succeed to the duty to make annual payments under this section.

V. Miscellaneous Provisions

a. Developer shall make deposits in three installments to RPD to support RPD's project management activities during the park design review and construction process as follows:
   i. $20,000 by January, 2015;
   ii. $20,000 no later than 30 days before Developer begins construction of Linear Park
   iii. $20,000 no later than 30 days before Developer begins construction of Square Park

b. RPD shall bill Developer quarterly for project management activities, drawing first on any balance from the deposits made in accordance with subsection a. Developer shall pay RPD for any amounts exceeding the deposit within 30 days of any quarterly RPD bill. Upon RPD approval of the Final Park Design for Linear Park and/or Square Park and RPD issuance of final acceptance for either Linear Park and/or Square Park, if RPD has not used the full value of any deposit payment, the remaining balance shall be credited to any future work or returned to Developer at RPD's discretion.

c. The time for any actions contemplated in this Exhibit M may be extended by written mutual agreement of the Parties.

d. If the City purchases Linear Park and/or Square Park, RPD retains the authority to name the Park(s).

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

DEVELOPER

Universal Paragon Corporation,
a California Corporation

By: _____

Its: _____

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By:_____
PHILIP GINSBURG, General Manager
Recreation and Park Department

APPROVED BY
RECREATION AND PARK COMMISSION
PURSUANT TO RESOLUTION NO. _____ DATED:_____

_____
Margaret McArthur, Commission Liaison

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

By _____
Julia M. C. Friedlander, Deputy City Attorney

Exhibit N
Subdivision Requirements

Initially capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Agreement to which these Subdivision Requirements are attached.

Subdivision Requirements. Notwithstanding the City's Subdivision Code, the following provisions shall apply to subdivision within the area covered under this Agreement. In the case of a conflict between these provisions and this Agreement, this Agreement shall prevail. For purposes of this Section, DPW Director shall also mean City Engineer and County Surveyor, unless provided otherwise.

1. Public Improvements.

(a) General. Public Improvements listed in this Section shall (where provided) meet the design and construction standards in the Existing Standards and any non-conflicting Future Changes to Existing Standards.

(b) Streets.

(1) Dedicated Public Streets. A subdivision and each lot, parcel, and unit thereon shall have direct access to a public right-of-way. Title to a new or widened public right-of-way shall be conveyed to the City by proper deed at the time provided for in this Agreement.

(2) Private Streets. Easements for government facilities in private streets and other private areas shall meet the requirements of Section 5 of these Subdivision Requirements.

(c) Frontage Improvements. The frontage of each lot shall be improved to the geometric section specified by the DPW Director in accordance with the Existing Standards and any non-conflicting Future Changes to Existing Standards and the street structural section, curbs, sidewalks, planting areas, driveway approaches and transitions in accordance with the Subdivision Regulations.

(d) Pedestrian Ways. Pedestrian ways shall be required in accordance with Existing Standards and any non-conflicting Future Changes to Existing Standards.

(e) Sanitary and Drainage Facilities. The Subdivider shall provide sanitary and drainage facilities consistent with the Existing Standards and any non-conflicting Future Changes to Existing Standards unless this Agreement specifically provides otherwise. When connected to City facilities, such facilities will serve adequately all lots, dedicated areas and all other areas comprising the subdivision.

(f) Fire Protection. The Subdivider shall provide for the installation of fire hydrants and other appurtenances and facilities needed for adequate fire protection consistent with the Existing Standards and any non-conflicting Future Changes to Existing Standards.

(g) Street Lighting. The Subdivider shall provide street lighting facilities along all streets, alleys and pedestrian ways consistent with the Existing Standards and any non-conflicting Future Changes to Existing Standards.

(h) Fencing. An approved fence may be required on parcels or lots within the subdivision adequate to prevent unauthorized access between the subdivided property and adjacent properties.

(i) Transportation Infrastructure. The Subdivider shall provide all transportation infrastructure consistent with the Existing Standards and any non-conflicting Future Changes to Existing Standards unless this Agreement specifically provides otherwise.

(j) Other Improvements. Other improvements may be required including, but not limited to, grading, dry utilities, open space parcel improvements, temporary fencing, signs, street lines and markings, street trees and shrubs, street furniture, landscaping, monuments, bicycle facilities, and smoke detectors, or fees in lieu of any of the foregoing, shall also be required as determined by the DPW Director in consultation with the Planning Director, but only to the extent consistent with Existing Standards and any non-conflicting Future Changes to Existing Standards, and the General Plan.

2. Utilities.

The Subdivider shall provide or cause to be provided a water system, connected to the San Francisco Public Utilities Commission's water distribution system as well as all other required public facilities as set forth in the Basic Approvals, Existing Standards and any non-conflicting Future Changes to Existing Standards, and this Agreement. The Subdivider shall also provide electric, gas and communication services connected to the appropriate public utility's distribution system.

3. Beautification.

(a) Undergrounding of Utilities. All new utility lines shall be undergrounded as specified in Article 18 of the Public Works Code.

(b) Street Trees and Landscaping. Trees planted along a public street, within the right-of-way, and all landscaping within said right-of-way shall conform to the requirements of the Basic Approvals, Existing Standards and any non-conflicting Future Changes to Existing Standards, and this Agreement. In the case of all newly constructed subdivisions, the Subdivider shall provide street trees and landscaping conforming to the policies of the General Plan, Basic Approvals, Existing Standards and any non-conflicting Future Changes to Existing Standards, and this Agreement. Provisions shall be made for maintenance of said trees.

(c) Open Areas on Private Property. When required pursuant to the Basic Approvals, Existing Standards and any non-conflicting Future Changes to Existing Standards, and this Agreement, the Subdivider shall provide for the landscaping of open areas on private property and provision shall be made for the maintenance thereof. Such open areas shall be restricted to such use in accordance with the Basic Approvals and this Agreement.

4. Parkland Dedication.

Park and open space improvements and dedications shall be provided as required by the Basic Approvals, Existing Standards and any non-conflicting Future Changes to Existing Standards, and this Agreement, and in conformance with the standards set forth therein and subject to the approval of the DPW Director and other affected City agencies.

5. Easements.

Easements for City utilities and City facilities, such as sanitary and drainage facilities, fire protection facilities and City-owned street lighting facilities shall be for the use of such governmental facilities, with the right of immediate access to the utilities and facilities by the City.

6. Monuments.

The location and installation of survey monuments shall conform to the standards in the Subdivision Regulations. When such monuments are "tied" to the City or State monuments, for which coordinates of the California Coordinate System are available, the corresponding coordinates for such monuments shall be determined and recorded. The location of survey monuments shall be shown on the Final Map. In the event all survey monuments are not installed prior to filing of the Final Map or Parcel Map a monument bond shall be filed at that time.

7. General Improvement Requirements.

(a) The Subdivider shall provide for the construction and installation of all Public Improvements in the subdivision in accordance with the Existing Standards and any non-conflicting Future Changes to Existing Standards, and this Agreement.

(b) Notwithstanding any provision of the Public Works Code to the contrary, a Subdivider or applicant may request from the DPW Director a street improvement permit to initiate the construction of Public Improvements independent of or as part of the approval of a Final Map or Parcel Map. Said permit shall comply with the applicable provisions of the Subdivision Code and any additional provisions set forth in this Agreement. In addition, all such permits shall comply with the provisions of Public Works Code Sections 2.3.1 et seq., if such provisions are applicable to the work contemplated under the permit. Fees for said permits shall be according to the Public Works Code Sections 2.1 et seq. unless modified by the Existing Standards and any non-conflicting Future Changes to Existing Standards.

8. Improvement Plans.

(a) Following approval of the Tentative Map and prior to filing of the Final Map, the Subdivider's engineer shall submit grading and construction plans for any required Public Improvements to the DPW Director for approval.

(b) Improvement plans including grading plans and an erosion control plan, as appropriate, shall be prepared under the direction of a qualified and duly licensed professional civil engineer registered in the State of California.

(c) Improvement plans shall conform to the Subdivision Regulations regarding format, size and contents.

(d) Any specifications supplementing DPW's Standard Specifications shall be considered a part of the improvement plans.

(e) The improvement plans shall reflect the Public Improvement required in accordance with this Agreement or any amendments thereto.

(f) The DPW Director shall act upon and review improvement plans within the time periods specified in Section 66456.2 of the Subdivision Map Act. This time limit may be extended by mutual agreement. The DPW Director shall send a copy of the improvement plans to all affected City agencies for their review and approval. The DPW Director's review of the improvement plans shall conform with the Existing Standards and any non-conflicting Future Changes to Existing Standards.

9. Construction.

(a) No construction of Public Improvements shall commence until improvement plans have been approved by the DPW Director and affected City agencies, and appropriate City permits have been issued. Prior to issuance of any such permits, the Subdivider shall provide easements or obtain easements from third parties to allow for the City to complete construction of Public Improvements on private property should the Subdivider fail to do so and to allow for public use, if necessary, prior to City acceptance of such Public Improvements. Also, prior to issuance of any such permits, the Subdivider shall provide an irrevocable offer of dedication of private property in fee title, including grant deeds, or obtain an irrevocable offer of dedication of private property in fee title from third parties where said property is designated for use as future public right-of-way in accordance with this Agreement and the Basic Approvals. The Subdivider, at the City's option, shall provide an irrevocable offer of dedication for private property in fee title, including grant deeds, or obtain an irrevocable offer of dedication for private property in fee title from third parties where Public Improvements will be constructed on said property. In addition, Subdivider also shall provide an irrevocable offer of dedication of any Public Improvements constructed pursuant to this Agreement and the Basic Approvals.

(b) Notwithstanding Administrative Code Chapter 23, the Director of Property is authorized to enter into easements for a term of five (5) years or less for purposes of Subsection (a) above or other purposes associated with construction and use of Public Improvements as set forth in this Agreement.

(c) Construction of Public Improvements that are to be accepted by the City as Public Improvements or for public maintenance and liability purposes shall be subject to inspection by the DPW Director and the City agency that will assume jurisdiction over the Public Improvement. The Subdivider is responsible for paying the applicable engineering inspection fee as specified in the Public Works Code.

(d) Any work done by the Subdivider prior to issuance of appropriate City permits or approval of improvement plans, including changes thereto, or without the inspection and testing

required by the DPW Director is subject to rejection. Such work shall be deemed to have been done at the risk and peril of the Subdivider.

(e) The design and layout of all required improvements, both on-site and off-site, private and public, shall conform to the Basic Approvals, the Existing Standards and any non-conflicting Future Changes to Existing Standards, and Tentative Map conditions consistent therewith.

(f) Installation of Underground Facilities. All underground facilities including sanitary and drainage facilities, and duct banks, and excepting survey monuments installed in streets, alleys, or pedestrian ways shall be constructed, by the Subdivider and inspected and approved by the DPW Director, prior to the surfacing of such street, alley or pedestrian way. Service connections for all underground utilities and sewers shall be laid to such length as will in the DPW Director's opinion obviate disturbing the street, alley, or pedestrian way improvements when service connections are completed to properties in the subdivision.

10. Failure To Complete Improvements Within Agreed Time.

The improvement agreement shall include provisions consistent with the Basic Approvals, Existing Standards and any non-conflicting Future Changes to Existing Standards, and this Agreement regarding extensions of time and remedies when improvements are not completed within the agreed time.

11. Revision To Approved Plans.

Requests by the Subdivider for revisions to the approved improvement plans shall be submitted in writing to the DPW Director and shall be accompanied by drawings showing the proposed revision. If the revision is acceptable to the DPW Director and any affected City agency and consistent with the Basic Approvals, Existing Standards and any non-conflicting Future Changes to Existing Standards, this Agreement, and the Tentative Map, the DPW Director shall initial the revised plans. Construction of any proposed revision shall not commence until revised plans have been received and approved by the DPW Director and any affected City agency.

12. Improvement Agreement.

(a) General. This Section shall apply only to Public Improvements that have not been completed or conditions that have not been fulfilled prior to filing a Parcel or Final Map. An agreement (the "improvement agreement ") shall be approved by the DPW Director, approved as to form by the City Attorney, and executed by the DPW Director on behalf of the City. The improvement agreement shall be consistent with the Basic Approvals, Existing Standards and any non-conflicting Future Changes to Existing Standards, this Agreement, and the Tentative Map and shall provide for:

(1) Construction of all Public Improvements required pursuant to the Basic Approvals, Existing Standards and any non-conflicting Future Changes to Existing Standards, this Agreement, and conditions imposed on the Tentative Map or Parcel Map consistent therewith, including any required off-site improvements, within the time specified by Section 13;

(2) Satisfaction of conditions precedent to the transfer of title to the City of all land and improvements required to be dedicated to or acquired by the City, if the City elects to defer transfer of title until after the Public Improvements have been completed consistent with the Basic Approvals, Existing Standards and any non-conflicting Future Changes to Existing Standards, and this Agreement, including any approved title exceptions as defined therein, which are or shall be specified in this Agreement;

(3) Payment of inspection fees in accordance with applicable City regulations, consistent with the Basic Approvals, Existing Standards and any non-conflicting Future Changes to Existing Standards;

(4) Improvement security as required by Section 15;

(5) Maintenance and repair of any defects or failures of the required Public Improvements, and to the extent feasible, removing their causes, prior to acceptance of the Public Improvements by the City;

(6) Release and indemnification of the City from all liability incurred in connection with the construction and design of Public Improvements and payment of all reasonable attorneys' fees that the City may incur because of any legal action or other proceeding arising from the construction, except release and indemnification disallowed under the Subdivision Map Act or any other State or federal law pursuant to the procedures provided in the Subdivision Map Act;

(7) Payment by Subdivider of all costs and reasonable expenses and fees, including attorneys' fees, incurred in enforcing the obligations of the improvement agreement;

(8) Any other deposits, reimbursements, fees or conditions as required by City regulations consistent with Basic Approvals, Existing Standards and any non-conflicting Future Changes to Existing Standards, and as may be required by the Director;

(9) Any other provisions required by the City as reasonably necessary to effectuate the purposes and provisions of the Subdivision Map Act, the Basic Approvals, and Existing Standards and any non-conflicting Future Changes to Existing Standards, in accordance with this Agreement.

(b) Any improvement agreement, contract or act required or authorized by the Subdivision Map Act or this Agreement for which security is required, shall be secured in accordance with Section 66499 et seq. of the Subdivision Map Act and this Agreement.

13. Completion Of Improvements.

(a) The Public Improvements for subdivisions of five or more parcels which are not otherwise required to be completed prior to recordation of a Final Map, shall be completed by the Subdivider within the time specified in an improvement agreement which is consistent with the Basic Approvals, Existing Standards and any non-conflicting Future Changes to Existing Standards, this Agreement, and the Tentative Map.

(b) The completion of Public Improvements for subdivisions of four or fewer parcels which are not otherwise required to be completed prior to recordation of a Parcel Map or Final Map may be deferred until a permit or other grant of approval for the development of any parcel within the subdivision is applied for, unless the completion of the Public Improvements is found to be necessary pursuant to this Agreement, for public health or safety, or for the orderly development of the surrounding area, in which case the improvement agreement shall specify a time for completion. If any required Public Improvements are not completed at the time of recordation of a Parcel Map or Final Map for four or fewer parcels, an improvement agreement is required pursuant to this Agreement. This finding shall be made by the DPW Director, after consultation with appropriate City agencies. The specified date for completion of the Public Improvements, when required, shall be stated in the improvement agreement. Public Improvements shall be completed in accordance with the improvement agreement.

(c) Completion dates may be extended by the DPW Director according to the following procedures:

(1) The Subdivider must request an extension in writing, stating adequate evidence to justify the extension, by letter to the DPW Director. The request shall be made not less than 30 days prior to expiration of the improvement agreement. The Director may grant such extensions, subject to the terms of the improvement agreement.

(2) The DPW Director may condition approval of an extension agreement upon the following:

(i) Revised improvement construction estimates to reflect current improvement costs as approved by the DPW Director;

(ii) Increase of improvement securities in accordance with revised construction estimates;

(iii) Inspection fees may be increased to reflect current construction costs but shall not be subject to any decrease or refund; and,

(iv) Conditions that the DPW Director deems necessary to assure the timely completion of Public Improvements.

(3) If authorized by the DPW Director, the Subdivider shall enter into an improvement agreement extension ("extension agreement") with the City. The extension agreement shall be approved by the DPW Director and the City Attorney, and executed by the Director and the Subdivider.

(4) The costs incurred by the City in reviewing and processing the extension agreement shall be paid by the Subdivider at actual cost.

(d) Should the Subdivider fail to complete the Public Improvements within the specified time, or correct all deficiencies within the time specified for completion, the City may, by resolution of the Board of Supervisors and at its option, cause any or all uncompleted Public Improvements to be completed and all uncorrected deficiencies to be corrected, and the

Subdivider and parties executing the security or securities shall be firmly bound for the payment of all necessary costs.

(e) As-Built Plans. Upon completion of the Public Improvements, the Subdivider shall submit to the DPW Director a reproducible set of as-built improvement plans in the format the DPW requests.

14. Acceptance Of Improvements.

(a) General. With respect to all subdivisions, when any deficiencies in the required Public Improvements have been corrected, as-built improvement plans submitted, and the City Engineer, upon written request from the Subdivider, issues a Notice of Completion, the completed Public Improvements shall be considered by the Director for acceptance.

(b) Acceptance. If the Public Improvements have been completed to the satisfaction of the DPW Director and the affected City agencies, and are ready for their intended use, the Director shall provide the Board of Supervisors with a written certificate to that effect, and the Public Improvements shall be accepted by the Board of Supervisors, by ordinance, subject to the provisions of San Francisco Administrative Code Section 1.52. Acceptance of the improvements shall imply only that the improvements have been completed satisfactorily, are ready for their intended use, and that Public Improvements have been accepted for public use. Acceptance of any Public Improvement shall not effect a waiver of any rights the City may have as to warranties and construction defects.

(c) Warranty Periods.

(1) Pump Station and Stormwater Management System Warranty. The Subdivider shall warranty each pump station and the stormwater management system for three years after the City Engineer issues its Notice of Completion for said pump station. The General Manager of the SFPUC also shall approve any Notice of Completion issued under this Subsection.

(2) Warranty for all other Public Improvements. Other than as provided in (c)(1) above and in Section 3.7.7 of this Agreement, the Subdivider shall warranty all Public Improvements for two years after the City Engineer issues its Notice of Completion for said Infrastructure unless the City agency with jurisdiction over the Public Improvement authorizes a shorter warranty period. To the extent the Public Improvement is within SFMTA jurisdiction, the appropriate SFMTA official also shall approve any Notice of Completion issued under this Subsection.

(3) Subdivider's liability pursuant to the warranties in Subsections (c)(1) and (2) above shall cover latent defects and defective material or workmanship, and shall not extend to ordinary wear and tear or harm or damage from improper maintenance or operation of the Public Improvement by a City agency or the City agency's agent.

15. Security For Improvements.

(a) The requirements of this Section apply to all improvement agreements.

(b) No Final Map or Parcel Map shall be signed by the DPW Director or recorded until all improvement securities required by this Article in the form prescribed by the City pursuant to Government Code Section 66499 et seq., have been received and approved.

(c) A performance bond or other acceptable security as provided in Section 66499 of the Government Code in the amount of 100 percent of the estimated cost of completion of the construction or installation of all Public Improvements, as determined by the DPW Director, shall be required of all subdivisions to secure satisfactory performance of those obligations. As a guarantee of payment for the labor, materials, equipment and services required, a payment bond or other acceptable security shall be required for 50 percent of the estimated cost of completion of the Public Improvements as determined by the DPW Director. For purposes of the preceding sentences, the "estimated cost of completion" shall include all costs of remediating any hazardous materials as necessary to permit completion of the required Public Improvements, unless those costs are otherwise secured as provided in this Agreement.

(d) The security shall be released or reduced upon completion of construction as follows:

(1) The security shall be reduced to no less than 10 percent of the original amount for the purpose of guaranteeing repair of any defect in the improvements which occurs within one year of when: (i) the Public Improvements have been deemed complete to the satisfaction of the City Engineer and DPW Director; and (ii) the Clerk of the Board of Supervisors certifies that no claims by any contractor, subcontractor or person furnishing labor, materials or equipment for the required Public Improvements have been filed against the City prior to or within a 100-day period following completion of the Public Improvements.

(2) If any claims by any contractor, subcontractor or person furnishing labor, materials or equipment to the Subdivider have been filed against the City, then the performance security shall only be reduced to an amount equal to the amount of all such claims filed or to 10 percent of the original amount, whichever is greater.

(3) The security may be reduced in conjunction with completion of a portion of the Public Improvements to the satisfaction of the DPW Director, to an amount determined by the Director; however, in no event shall the amount of the security be reduced below the greater of (i) the amount required to guarantee the completion of the remaining portion of Public Improvements and any other obligation imposed by the Subdivision Map Act, this Code or the improvement agreement; or (ii) below 10 percent of the original amount of the security.

(4) The security shall be released when all of the following have occurred:

(i) One year has passed since the date of acceptance by the Board of Supervisors, or one year has passed since the date that all deficiencies that the DPW Director identifies in the required Public Improvements have been corrected or waived in writing; and

(ii) If any claims identified in Subsection (d)(1)(ii) have been filed against the City, all such claims have been satisfied or withdrawn, or otherwise secured.

16. Monument Bonds.

As a guarantee of good faith to furnish and install the required survey monuments and to pay the Subdivider's engineer or surveyor for said work, the Subdivider shall furnish a corporate surety bond or other acceptable security for an amount equal to 100 percent of the estimated cost of such work. Such work shall consist of satisfactorily furnishing and installing the said survey monuments and of accurately fixing exact survey points thereon.

17. Payment Of Taxes And Liens.

Prior to recordation of a Final Map or Parcel Map, the Subdivider shall comply with all applicable provisions governing taxes and assessments as set forth in Sections 66492, 66493 and 66494 of the Subdivision Map Act and any amendments thereto.

18. Term of Tentative Maps.

Upon approval of any Tentative Map at the Project Site, the term of such Tentative Map shall be extended until the expiration or termination of the Development Agreement notwithstanding any other City law, provided that approvals obtained in the last 5 years of the term of the Development Agreement shall extend for the greater of (a) the term of the Development Agreement or (b) the maximum applicable time provided for under City law. Notwithstanding anything in Section 66474.2 of the Subdivision Map Act or the City's Subdivision Code to the contrary, it shall be a condition to the approval of any Tentative Map, that the ordinances, policies and standards applicable to the Tentative Map shall be the Existing Standards and any applicable Future Changes to Existing Standards permitted under the Development Agreement.

Exhibit O
San Francisco Administrative Code sections 56.17 and 56.18

SEC. 56.17. PERIODIC REVIEW.

(a) **Time for and Initiation of Review.** The Director shall conduct a review in order to ascertain whether the applicant/developer has in good faith complied with the development agreement. The review process shall commence at the beginning of the second week of January following final adoption of a development agreement, and at the same time each year thereafter for as long as the agreement is in effect. The applicant/developer shall provide the Director with such information as is necessary for purposes of the compliance review.

Prior to commencing review, the Director shall provide written notification to any party to a collateral agreement which the Director is aware of pursuant to Sections 56.11(a) and (d), above. Said notice shall summarize the periodic review process, advising recipients of the opportunity to provide information regarding compliance with the development agreement. Upon request, the Director shall make reasonable attempts to consult with any party to a collateral agreement if specified terms and conditions of said agreement have been incorporated into the development agreement. Any report submitted to the Director by any party to a collateral agreement, if the terms or conditions of said collateral agreement have been incorporated into the development agreement, shall be transmitted to the Commission and/or Board of Supervisors.

(b) **Finding of Compliance by Director.** If the Director finds on the basis of substantial evidence, that the applicant/developer has complied in good faith with the terms and conditions of the agreement, the Director shall notify the Commission and the Board of Supervisors of such determination, and shall at the same time cause notice of the determination to be published in the official newspaper and included on the Commission calendar. If no member of the Commission or the Board of Supervisors requests a public hearing to review the Director's determination within 14 days of receipt of the Director's notice, the Director's determination shall be final. In such event, the Director shall issue a certificate of compliance, which shall be in recordable form and may be recorded by the developer in the official records. The issuance of a certificate of compliance by the Director shall conclude the review for the applicable period.

(c) **Public Hearing Required.** If the Director determines on the basis of substantial evidence that the applicant/developer has not complied in good faith with the terms and conditions of the development agreement, or otherwise determines that the public interest would be served by further review, or if a member of the Commission or Board of Supervisors requests further review pursuant to Subsection (b) above, the Director shall make a report to the Commission which shall conduct a public hearing on the matter. Any such public hearing must be held no sooner than 30 days, and no later than 60 days, after the Commission has received the Director's report. The Director shall provide to the applicant/developer (1) written notice of the public hearing scheduled before the Commission at least 30 days prior to the date of the hearing, and (2) a copy of the Director's report to the Commission on the date the report is issued.

(d) **Findings Upon Public Hearing.** At the public hearing, the applicant/developer must demonstrate good faith compliance with the terms of the development agreement. The Commission shall determine upon the basis of substantial evidence whether the applicant/developer has complied in good faith with the terms of the development agreement.

(e) **Finding of Compliance by Commission.** If the Commission, after a hearing, determines on the basis of substantial evidence that the applicant/developer has complied in good faith with the terms and conditions of the agreement during the period under review, the Commission shall instruct the Director to issue a certificate of compliance, which shall be in recordable form, may be recorded by the applicant/developer in the official records, and which shall conclude the review for that period; provided that the certificate shall not be issued until after the time has run for the Board to review the determination. Such determination shall be reported to the Board of Supervisors. Notice of such determination shall be transmitted to the Clerk of the Board of Supervisors within three days following the determination. The Board may adopt a motion by majority vote to review the decision of the Planning Commission within 10 days of the date after the transmittal. A public hearing shall be held within 30 days after the date that the motion was adopted by the Board. The Board shall review all evidence and testimony presented to the Planning Commission, as well as any new evidence and testimony presented at or before the public hearing. If the Board votes to overrule the determination of the Planning Commission, and refuses to approve issuance of a certificate of compliance, the Board shall adopt written findings in support of its determination within 10 days following the date of such determination. If the Board agrees with the determination of the Planning Commission, the Board shall notify the Planning Director to issue the certificate of compliance.

(f) **Finding of Failure of Compliance.** If the Commission after a public hearing determines on the basis of substantial evidence that the applicant/developer has not complied in good faith with the terms and conditions of the agreement during the period under review, the Commission shall either (1) extend the time for compliance upon a showing of good cause; or (2) shall initiate proceedings to modify or terminate the agreement pursuant to Section 56.18.

SEC. 56.18. MODIFICATION OR TERMINATION.

(a) If the Commission, upon a finding pursuant to Subdivision (f) of Section 56.17, determines that modification of the agreement is appropriate or that the agreement should be terminated, the Commission shall notify the applicant/developer in writing 30 days prior to any public hearing by the Board of Supervisors on the Commission's recommendations.

(b) **Modification or Termination.** If the Commission, upon a finding pursuant to Subdivision (f) of Section 56.17, approves and recommends a modification or termination of the agreement, the Board of Supervisors shall hold a public hearing to consider and determine whether to adopt the Commission recommendation. The procedures governing Board action shall be the same as those applicable to the initial adoption of a development agreement; provided, however, that consent of the applicant/developer is not required for termination under this section.

SEC. 56.3. DEFINITIONS.

…

(d) "Commission" shall mean the City Planning Commission.

Exhibit P
Form of Assignment and Assumption Agreement

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

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

AND WHEN RECORDED MAIL TO:

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

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO
DEVELOPMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "**Assignment**") is entered into this ____ day of _____, _____, by and between VISITACION DEVELOPMENT, LLC, a California limited liability company ("**Assignor**"), and _____, a _____ ("**Assignee**").

RECITALS

A. On _____, _____, Assignor and the City and County of San Francisco, a political subdivision and municipal corporation of the State of California (the "**City**"), entered into that certain Development Agreement by and between the City and County of San Francisco and Visitacion Development, LLC, a California limited liability company relative to the development known as the Schlage Lock Development Project (the "**Development Agreement**") with respect to certain real property owned by Assignor, as such property is more particularly described in the Development Agreement (the "**Subject Property**"). The Development Agreement was recorded in the Official Records of the City and County of San Francisco on _____ as Document No. _____.

B. Assignor intends to convey certain real property as more particularly identified and described on Exhibit A attached hereto (hereafter the "**Assigned Parcel**") to Assignee. The Assigned Parcel is subject to the Development Agreement.

C. Assignor desires to assign and Assignee desires to assume Assignor's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Assigned Parcel, as more particularly described below.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Initially capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Development Agreement.

2. Assignor hereby assigns to Assignee, effective as of Assignor's conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Assignor under the Development Agreement with respect to the Assigned Parcel, including the following obligations:

   a. [_____]

   b. [_____]

   Assignor retains all the rights, title, interest, burdens and obligations under the Development Agreement with respect to all other portions of the Subject Property owned by Assignor.

3. Assignee hereby assumes, effective as of Assignor's conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Assignor under the Development Agreement with respect to the Assigned Parcel and agrees to observe and fully perform all the duties and obligations of Assignor under the Development Agreement with respect to the Assigned Parcel (including but not limited to those set forth in paragraph 2 above), and to be subject to all the terms and conditions thereof with respect to the Assigned Parcel. The parties intend that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, Assignee shall become substituted for Assignor as the "Developer" under the Development Agreement with respect to the Assigned Parcel.

4. Assignee hereby consents to, makes, and expressly reaffirms any and all Indemnifications and releases of the City set forth in the Development Agreement including without limitation Section 6.10 of the Development Agreement.

5. Assignee hereby covenants and agrees that:

   a. Assignee agrees to all of the provisions of Article 4 of the Development Agreement, including but not limited to the nonapplicability of the Costa-Hawkins Act. Assignee shall not challenge the enforceability of any provision or requirement of the Development Agreement, including but not limited to the provisions and waivers set forth in Article 4 of the Development Agreement with respect to the Costa-Hawkins Act (California Civil Code section 1954.50 *et seq.*);

   b. Assignee shall not sue the City in connection with (i) any and all disputes between Assignor and Assignee arising from this Assignment or the Development Agreement,

(ii) any failure to complete all or any part of the Project by any party, or (iii) any harm resulting from the City's refusal to issue further permits or approvals to a defaulting party under the terms of the Development Agreement;

c. Assignee shall Indemnify the City and its officers, agents and employees from, and if requested, shall defend them against any and all Losses resulting directly or indirectly from (i) any dispute between Assignor and Assignee arising from this Assignment or the Development Agreement, (ii) any failure to complete all or any part of the Project by any party, or (iii) any harm resulting from the City's refusal to issue further permits or approvals to a defaulting party under the terms of the Development Agreement.

6. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

7. The notice address for Assignee under Section 13.11 of the Development Agreement shall be:

_____
_____
_____
Attn: _____
Tel: _____
Fax: _____

With copy to:

_____
_____
_____
Attn: _____
Tel: _____
Fax: _____

8. This Assignment may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

9. This Assignment and the legal relations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to its principles of conflicts of law.

10. [*add transfer of bonds or security, if applicable*]

11. Nothing in this Agreement changes the terms of the Development Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Development Agreement, the terms of the Development Agreement shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS HEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:

VISITACION DEVELOPMENT, LLC, a California limited liability company

By:

ASSIGNEE:

_____,
a _____

By: _____

Its: _____

CONSENT:

City and County of San Francisco, a municipal corporation

By: _____
Planning Director

[All Signatures must be Acknowledged]

STATE OF CALIFORNIA

SS.

COUNTY OF

On _____ before me, _____, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal Signature

My commission expires

STATE OF CALIFORNIA

SS.

COUNTY OF

On _____ before me, _____, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal Signature

My commission expires

RECORDING REQUESTED BY:)
)
And When Recorded Mail To:)
)
Name:)
)
Address:)
)
City:)
)
State: California) Space Above this Line For Recorder's Use

I (We) _____, the owner(s) of that certain real property situated in the City and County of San Francisco, State of California more particularly described as follows:

(PLEASE ATTACH THE LEGAL DESCRIPTION AS ON DEED)

BEING ASSESSOR'S BLOCK: ; LOT: ,

COMMONLY KNOWN AS: the Old Office Building

hereby give notice that there are special restrictions on the use of said property under Part II, Chapter II of the San Francisco Municipal Code (Planning Code).

Said Restrictions consist of conditions of approval pursuant to Motion No. ___, Case No. 2006.1308EMTZ approved by the Planning Commission of the City and County of San Francisco on June 4, 2014, and are conditions that had to be so attached in order that said application should be approved under the Development Agreement for the Schlage Lock Development Project (the "Development Agreement").

The restrictions and conditions of which notice is hereby given are:

Whenever "Project Sponsor" is used in the following conditions, the conditions shall also bind any successor to the Project or other persons having an interest in the Project or underlying property.

Conditions

NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE

1. The Project Sponsor shall comply with rehabilitating and reserving a minimum of twenty-five (25) percent of net leasable floor area in the Old Office Building for Community Uses, as defined in Section 4.6 of the Development Agreement, for a minimum of 15 years from the issuance of the Certificate of Occupancy for the Old Office Building.

2. The Rehabilitation and Community Use requirements for the Old Office Building are incorporated into this Notice of Special Restrictions, as stated in Section 4.6 of the Development Agreement.

Monitoring and Violation

3. Violation of the conditions noted above may be subject to relevant enforcement provisions of the Development Agreement or any other relevant provisions of the Planning Code including abatement procedures and fines up to $500 per day.

4. Should the monitoring of the conditions of approval contained in this Notice of Special Restriction (NSR) be required, the Project Sponsor or successor's shall pay fees as established in Planning Code Section 351(e)(1).

5. If project applicant fails to comply with the terms of this NSR, the Director of Building Inspection shall deny any and all site or building permits or certificates of occupancy for the development project until the Planning Department notifies the Director of compliance.

6. A project applicant's failure to comply with these requirements shall also constitute cause for the City to record a lien against the development project.

7. Upon approval of the Final Map consistent with the Development Agreement, the Project Sponsor shall record this NSR on the Historic Office Building parcel described in the Development Agreement. The Project Sponsor shall promptly provide a copy of the recorded NSR to the Department and to any other monitoring agency.

8. This NSR and the restrictions contained herein may not be subordinated to any other liens or restrictions except as allowed by the Planning Code.

9. Should implementation of this Project result in complaints from neighborhood residents or business owners and tenants, which are not resolved by the Project Sponsor and are subsequently reported to the Zoning Administrator and found to be in violation of the City Planning Code and/or the specific Development Agreement or Conditions of Approval for the Project, the Zoning Administrator shall report such complaints to the City Planning Commission which may thereafter hold a public hearing on the matter in accordance with the hearing notification and conduct procedures as set forth in Sections 174, 306.3 and 306.4 of the Code to consider revocation of any associated building permits.

10. The property owner(s) shall record a copy of these conditions with the Office of the Recorder of the City and County of San Francisco as part of the property records for the block and lot identified above.

NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE

The use of said property contrary to these special restrictions shall constitute a violation of the Development Agreement and the Planning Code, and no release, modification or elimination of these restrictions shall be valid unless the terms of the Development Agreement are modified by the Project Sponsor and the City and notice thereof is recorded on the Land Records by the Zoning Administrator of the City and County of San Francisco.

_____ _____
(Signature) (Printed Name)

Dated: _____, 20____ at _____, California.
(Month, Day) (City)

_____ _____
(Signature) (Printed Name)

Dated: _____, 20____ at _____, California.
(Month, Day) (City)

_____ _____
(Signature) (Printed Name)

Dated: _____, 20____ at _____, California.
(Month, Day) (City)

Each signature must be acknowledged by a notary public before recordation; add Notary Public Certification(s) and Official Notarial Seal(s).

EXHIBIT A

The property referred to in this Notice of Special Restrictions is situated in the State of California, City and County of San Francisco, and is described more particularly as follows:

EXHIBIT R

RECORDING REQUESTED BY:	)	
	)	
And When Recorded Mail To:	)	
	)	
Name:	)	
	)	
Address:	)	
	)	
City:	)	
	)	
State: California	)	**Space Above this Line For Recorder's Use**

I (We) _____, the owner(s) of that certain real property situated in the City and County of San Francisco, State of California more particularly described as follows:

(PLEASE ATTACH THE LEGAL DESCRIPTION AS ON DEED)

BEING ASSESSOR'S BLOCK: ; LOT:

COMMONLY KNOWN AS: VISITACION PARK

hereby give notice that there are special restrictions on the use of said property under Part II, Chapter II of the San Francisco Municipal Code (Planning Code).

Said Restrictions consist of conditions of approval pursuant to Motion No. ___, Case No. 2006.1308EMTZ approved by the Planning Commission of the City and County of San Francisco on June __, 2014, and are conditions that had to be so attached in order that said application should be approved under the Development Agreement for the Schlage Lock Development Project (the "Development Agreement").

The restrictions and conditions of which notice is hereby given are:

Whenever "Project Sponsor" is used in the following conditions, the conditions shall also bind any successor to the Project or other persons having an interest in the Project or underlying property.

Visitacion Park Open to the Public in Perpetuity

Conditions

1. The Project Sponsor shall designate and maintain said park as open and accessible to the public, and shall install clear signage about public access and operating hours, subject to Department review, as specified in the Development Agreement as Exhibit D during the

term of the Development Agreement and thereafter maintain said park open and accessible to the public in perpetuity.

2. The Project Sponsor or any successor shall offer the park for the use, enjoyment and benefit of the public for open space and recreation purposes only including, without limitation, leisure, social activities, picnics and barbecues, playgrounds, sports, and authorized special events.

3. The park shall be open and accessible to the public seven (7) days per week during daylight hours, unless reduced hours are approved in writing by the City, or reasonably imposed by Developer, with the City's reasonable consent, to address security concerns. No person shall enter, remain, stay or loiter in the park when the park is closed to the public, except persons authorized in conjunction with a Special Event or other temporary closure, or authorized service and maintenance personnel.

4. Upon transfer of fee title to said park to the City, the Project Sponsor's obligations detailed herein shall terminate.

Monitoring and Violation

5. Violation of the conditions noted above or any other relevant provisions of the Development Agreement or the Planning Code may be subject to the enforcement provisions of the Development Agreement as well as abatement procedures and fines up to $500 a day in accordance with Code Section 176.

6. Should the monitoring of the conditions of approval contained in this Notice of Special Restriction (NSR) be required, the Project Sponsor or successor's shall pay fees as established in Planning Code Section 351(e)(1).

7. If project applicant fails to comply with the terms of this NSR, the Director of Building Inspection shall deny any and all site or building permits or certificates of occupancy for the development project until the Planning Department notifies the Director of compliance.

8. A project applicant's failure to comply with these requirements shall also constitute cause for the City to record a lien against the development project.

9. Upon approval of the Final Map consistent with the Development Agreement, the Project Sponsor shall record this NSR on the parcel designated as a park. The Project Sponsor shall promptly provide a copy of the recorded NSR to the Department and to any other monitoring agency.

10. This NSR and the restrictions contained herein may not be subordinated to any other liens or restrictions except as allowed by the Planning Code.

11. Should implementation of this Project result in complaints from neighborhood residents or business owners and tenants, which are not resolved by the Project Sponsor and are subsequently reported to the Zoning Administrator and found to be in violation of the City

Planning Code and/or the specific Development Agreement or Conditions of Approval for the Project, the Zoning Administrator shall report such complaints to the City Planning Commission which may thereafter hold a public hearing on the matter in accordance with the hearing notification and conduct procedures as set forth in Sections 174, 306.3 and 306.4 of the Code to consider revocation of any associated building permit .

12. The property owner(s) shall record a copy of these conditions with the Office of the Recorder of the City and County of San Francisco as part of the property records for the block and lot identified above.

The use of said property contrary to these special restrictions shall constitute a violation of the Development Agreement and the Planning Code, and no release, modification or elimination of these restrictions shall be valid unless the terms of the Development Agreement are modified by the Project Sponsor and the City and notice thereof is recorded on the Land Records by the Zoning Administrator of the City and County of San Francisco.

_____ _____
(Signature) (Printed Name)

Dated: _____, 20_____ at _____, California.
(Month, Day) (City)

_____ _____
(Signature) (Printed Name)

Dated: _____, 20_____ at _____, California.
(Month, Day) (City)

_____ _____
(Signature) (Printed Name)

Dated: _____, 20_____ at _____, California.
(Month, Day) (City)

Each signature must be acknowledged by a notary public before recordation; add Notary Public Certification(s) and Official Notarial Seal(s).

EXHIBIT A

The property referred to in this Notice of Special Restrictions is situated in the State of California, City and County of San Francisco, and is described more particularly as follows:

EXHIBIT B

NOTICE OF SPECIAL RESTRICTIONS

PLANS OF PROJECT INDICATING LOCATION OF PARKS

RECORDING REQUESTED BY:)
)
And When Recorded Mail To:)
)
Name:)
)
Address:)
)
City:)
)
State: California) Space Above this Line For Recorder's Use

I (We) _____, the owner(s) of that certain real property situated in the City and County of San Francisco, State of California more particularly described as follows:

(PLEASE ATTACH THE LEGAL DESCRIPTION AS ON DEED)
BEING ASSESSOR'S BLOCK: ; LOT:
COMMONLY KNOWN AS: LELAND GREENWAY PARK

hereby give notice that there are special restrictions on the use of said property under Part II, Chapter II of the San Francisco Municipal Code (Planning Code).

Said Restrictions consist of conditions of approval pursuant to Motion No. ___, Case No. 2006.1308EMTZ approved by the Planning Commission of the City and County of San Francisco on June __, 2014, and are conditions that had to be so attached in order that said application should be approved under the Development Agreement for the Schlage Lock Development Project (the "Development Agreement").

The restrictions and conditions of which notice is hereby given are:

Whenever "Project Sponsor" is used in the following conditions, the conditions shall also bind any successor to the Project or other persons having an interest in the Project or underlying property.

Leland Greenway Park to the Public in Perpetuity

Conditions

1. The Project Sponsor shall designate and maintain said park as open and accessible to the public, and shall install clear signage about public access and operating hours, subject to

Department review, as specified in the Development Agreement as Exhibit D during the term of the Development Agreement and thereafter maintain said park open and accessible to the public in perpetuity.

2. The Project Sponsor or any successor shall offer the park for the use, enjoyment and benefit of the public for open space and recreation purposes only including, without limitation, leisure, social activities, picnics and barbecues, playgrounds, sports, and authorized special events.

3. The park shall be open and accessible to the public seven (7) days per week during daylight hours, unless reduced hours are approved in writing by the City, or reasonably imposed by Developer, with the City's reasonable consent, to address security concerns. No person shall enter, remain, stay or loiter in the park when the park is closed to the public, except persons authorized in conjunction with a Special Event or other temporary closure, or authorized service and maintenance personnel.

4. Upon transfer of fee title to said park to the City, the Project Sponsor's obligations detailed herein shall terminate.

Monitoring and Violation

5. Violation of the conditions noted above or any other relevant provisions of the Development Agreement or the Planning Code may be subject to the enforcement provisions of the Development Agreement as well as abatement procedures and fines up to $500 a day in accordance with Code Section 176.

6. Should the monitoring of the conditions of approval contained in this Notice of Special Restriction (NSR) be required, the Project Sponsor or successor's shall pay fees as established in Planning Code Section 351(e)(1).

7. If project applicant fails to comply with the terms of this NSR, the Director of Building Inspection shall deny any and all site or building permits or certificates of occupancy for the development project until the Planning Department notifies the Director of compliance.

8. A project applicant's failure to comply with these requirements shall also constitute cause for the City to record a lien against the development project.

9. Upon approval of the Final Map consistent with the Development Agreement, the Project Sponsor shall record this NSR on the parcel designated as a park. The Project Sponsor shall promptly provide a copy of the recorded NSR to the Department and to any other monitoring agency.

10. This NSR and the restrictions contained herein may not be subordinated to any other liens or restrictions except as allowed by the Planning Code.

11. Should implementation of this Project result in complaints from neighborhood residents or business owners and tenants, which are not resolved by the Project Sponsor and are subsequently reported to the Zoning Administrator and found to be in violation of the City Planning Code and/or the specific Development Agreement or Conditions of Approval for the Project, the Zoning Administrator shall report such complaints to the City Planning Commission which may thereafter hold a public hearing on the matter in accordance with the hearing notification and conduct procedures as set forth in Sections 174, 306.3 and 306.4 of the Code to consider revocation of any associated building permit .

12. The property owner(s) shall record a copy of these conditions with the Office of the Recorder of the City and County of San Francisco as part of the property records for the block and lot identified above.

The use of said property contrary to these special restrictions shall constitute a violation of the Development Agreement and the Planning Code, and no release, modification or elimination of these restrictions shall be valid unless the terms of the Development Agreement are modified by the Project Sponsor and the City and notice thereof is recorded on the Land Records by the Zoning Administrator of the City and County of San Francisco.

_____ _____
(Signature) (Printed Name)

Dated: _____, 20____ at _____, California.
(Month, Day) (City)

_____ _____
(Signature) (Printed Name)

Dated: _____, 20____ at _____, California.
(Month, Day) (City)

_____ _____
(Signature) (Printed Name)

Dated: _____, 20____ at _____, California.
(Month, Day) (City)

Each signature must be acknowledged by a notary public before recordation; add Notary Public Certification(s) and Official Notarial Seal(s).

EXHIBIT A

The property referred to in this Notice of Special Restrictions is situated in the State of California, City and County of San Francisco, and is described more particularly as follows:

EXHIBIT B
PLANS OF PROJECT INDICATING LOCATION OF PARKS

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

(Space above this line reserved for Recorder's use only)

CONSENT AND SUBORDINATION AGREEMENT

THIS CONSENT AND SUBORDINATION AGREEMENT RESULTS IN THE LIEN OF A DEED OF TRUST AND RELATED DOCUMENTS ON PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME LATER INSTRUMENTS AND AGREEMENTS AS EXPRESSLY SET FORTH HEREIN.

THIS CONSENT AND SUBORDINATION AGREEMENT, dated as of _____, 2014 (this "**Agreement**"), is by and between _____, AS TRUSTEE, FOR THE HOLDERS OF THE NOTES DESCRIBED ON EXHIBIT A (or such substitute Holders of the Notes from time to time) (collectively, together with its successors and assigns, the "**Lender**"), VISITACION DEVELOPMENT, LLC, a California limited liability company ("**Owner**"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**").

RECITALS

A. Owner is the fee owner of the approximately _____ acre site located in the southeast quadrant of San Francisco, commonly referred to as Visitacion Valley, a neighborhood bounded approximately to the north and west by McLaren Park and the Excelsior and Crocker Amazon districts, to the east by the Caltrain tracks and to the south by the San Francisco/San Mateo County line and the City of Brisbane.and more particularly described in Exhibit A attached hereto (the "**Property**").

B. Lender made a loan (the "**Loan**") to Owner in the principal face amount of _____ (_____), which is secured by a Deed of Trust dated _____, executed by Owner in favor of _____, as Trustee, for the benefit of Original Lender and recorded on _____, in Reel _____, Image _____, Instrument No. _____, in the Official Records of San Francisco County, California (the "**Deed of Trust**"). The Deed of Trust, together with all documents and instruments executed by Owner and delivered to Lender at its request in connection with the Loan, including all amendments, modifications, renewals, supplements, replacements, future advances and extensions of any or all of such documents, and all rights and privileges of Lender or its successors thereunder, are referred to collectively as the "**Loan Documents**".

C. City and Owner are, concurrently with this Agreement, entering into a development agreement affecting the Property (the "**Development Agreement**"). The Development Agreement is being recorded in the Official Records of San Francisco on the same date as this Agreement. The Parties to this Agreement recognize the mutual benefit of the Development Agreement to Owner, Lender and City, and wish to ensure that the Development Agreement will remain in effect and run with the land, encumbering the Property for the benefit and burden of all future owners of the Property and the City, that it be and remain superior to the Loan Documents, and that any action by Lender under the Loan Documents, including but not limited to any foreclosure, will not adversely affect or terminate the Development Agreement.

D. The Development Agreement is conditioned upon the consent and subordination as set forth in this Agreement, and the City and Owner would not be willing to enter into the Development Agreement without this Agreement.

AGREEMENT

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

1. Consent. Lender hereby consents to the Development Agreement, and all of the terms and conditions of the Development Agreement. Lender shall have the benefit of all of the mortgagee protection provisions set forth in Section 11.9 [Rights of Mortgagees; Not Obligated to Construct; Right to Cure Default] and any other provisions benefitting a mortgagee of the Development Agreement.

2. Subordination; Reliance. The encumbrance of the Development Agreement, as it may be amended from time to time pursuant to the terms of this Agreement, together with the encumbrance of any Assignment and Assumption Agreement, Recorded Restrictions, or other instruments or agreements recorded against the Property pursuant to the terms of the Development Agreement (collectively, the "**Development Agreement Documents**"), are and shall at all times be prior and superior to the lien of the Loan Documents, and the Loan Documents are and shall at all times be subject and subordinate to the encumbrance of the Development Agreement Documents. Lender intentionally subordinates the lien of Loan Documents in favor of the Development Agreement Documents, and understands that in reliance upon and in consideration of this Agreement, Owner and the City are entering into the Development Agreement and would not enter into the Development Agreement without this Agreement.

3. Nondisturbance. During the term of the Development Agreement, Lender agrees: (a) except as may be required by applicable law, City shall not be named or joined in any foreclosure, trustee's sale or other proceeding to enforce the Loan Documents; (b) enforcement of the Loan Documents shall not terminate the Development Agreement, or disturb or interfere with City's rights or obligations under the Development Agreement; and (c) the rights of City under the Development Agreement shall not be adversely affected or disturbed in any manner by any foreclosure, trustee's sale or other proceeding instituted or action taken under or in connection with the Loan Documents, or if Lender takes possession of the Property pursuant to any provision of the Deed of Trust or otherwise except as expressly provided herein or in the Development Agreement. The City agrees not to interfere in any manner with the Lender's exercise of its rights and remedies.

4. Assumption of Development Agreement. If during the term of the Development Agreement, any interest of Owner shall be transferred by reason of any foreclosure, trustee's sale or other proceeding for enforcement of the Loan Documents, such successor shall, to receive

Owner's rights and benefits under the Development Agreement, enter into an Assignment and Assumption Agreement in accordance with and as required by the terms of the Development Agreement, provided the form of the Assignment and Assumption Agreement may be modified to eliminate the execution by the foreclosed-upon Owner and other changes agreed to by the City and such successor instead and shall include all of the same requirements and provisions in a written assumption agreement between the successor and City in a form approved by City (each, an "**Assumption Agreement**"). It is the intent of the parties that the City have and maintain direct contractual privity with each "Developer" under the Development Agreement, as further described in the Development Agreement (and all references to "**Developer**" in this Agreement shall mean Developer as defined in the Development Agreement). Accordingly, to receive rights and benefits under the Development Agreement, each successor owner of some or all of the Property must enter into an Assignment and Assumption Agreement or an Assumption Agreement as set forth above, which is subject to the City's consent in accordance with Article 11 of the Development Agreement. If a successor owner fails to enter into an Assignment and Assumption Agreement as set forth in the Development Agreement (or the modified Assumption Agreement as set forth above), then City shall have the remedies as set forth in Article 12 of the Development Agreement, provided that (i) City shall not have the right to terminate the Development Agreement against Lender by virtue of Lender's failure to enter into an Assumption Agreement for a period of up to 18 months following Lender's acquisition of the Property, recognizing that the Lender may be a short-term owner of the Property and will likely seek to transfer the Property to another developer within such 18 month period, (ii) Lender shall have no right to construct improvements or receive the other rights or benefits afforded to Developer under the Development Agreement (other than as set forth in Section 11.9 of the Development Agreement) without first entering into an Assumption Agreement with City, and (iii) if Lender wishes to perform construction or receive other rights and benefits of Developer under the Development Agreement, then Lender shall enter into an Assumption Agreement as set forth above.

5. Lender Not Liable for Acts of Owner. Lender, who is acting only as a lender to Owner, shall not be liable for, among other things, breaches by Owner under the Development Agreement or claims that City may have against Owner under the Development Agreement that occur or arise before the date that Lender acquires ownership of the Property by foreclosure or otherwise. However, nothing in this Agreement is intended to or shall be deemed to affect (1) City's rights and remedies against any Developer under the Development Agreement for any act, omission or breach of the Development Agreement by such Developer, or (2) City's right, if any, to terminate the Development Agreement based upon a breach of the Development Agreement by any such Developer in accordance with the terms of the Development Agreement, subject to the cure rights and mortgagee protection provisions set forth in Section 11.9 and Article 12 of the Development Agreement.

6. Future Amendments. City and Owner agree that they shall not amend Sections 11.1 and 11.9 of the Development Agreement or make any other modifications to the Development Agreement which materially affects the rights of the Lender under the Development Agreement without Lender's prior written consent.

7. Owner Defaults. So long as the Deed of Trust encumbers any and all of the Property, (1) City will send a copy of any notice of default under the Development Agreement to Lender, at the address of Lender specified by Section 9 below, at the same time such notice or statement is sent to Owner under the Development Agreement, provided the City's failure to do so shall not limit or affect any rights City has against Owner (but, in any event, Lender shall have not less than such time as provided in Section 11.9.4 of the Development Agreement to cure or commence a cure (as the case may be) from the date of Lender's receipt of the default notice to cure or commence to cure of Owner's default to protect Lender's rights and interests in the Project Site), and (2) Lender will send a copy of any notice of default under the Loan Documents

to City, at the address of City specified by Section 9 below, at the same time such notice or statement is sent to Owner under the Loan Documents, provided Lender's failure to do so shall not limit or affect any rights Lender has against Owner.

8. Attorneys Fees. In the event that any legal action or proceeding is commenced to interpret or enforce the terms of, or obligations arising under this Agreement, or to recover damages for the breach thereof, the party prevailing in any such action or proceeding shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, costs, and expenses incurred by the prevailing party. For purposes of this Agreement, reasonable fees of attorneys of City's Office of the City Attorney or Lender's in-house counsel 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 services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

9. Notices. Any notice or communication required or authorized by this Agreement shall be in writing and may be delivered personally or by registered mail, return receipt requested or overnight carrier. Notice, whether given by personal delivery, registered mail, or overnight carrier, 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 Party to this Agreement may at any time, upon written notice to the other Parties, designate any other person or address in substitution of the person and address to which such notice or communication shall be given. Such notices or communications shall be given at their addresses set forth below:

To Lender:

with a copy to:

To City:

John Rahaim
Director of Planning
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, California 94102

with a copy to:

Dennis J. Herrera, Esq.
City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102

To Developer:

Jonathan Scharfman
General Manager/Development Director
Universal Paragon Corporation
150 Executive Park Blvd., Suite 1180
San Francisco, CA 94134

with a copy to:

David P. Cincotta, Esq.
Jeffer Mangels Butler & Mitchell LLP
Two Embarcadero Center, Fifth Floor
San Francisco, California, 94111

10. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California and the Charter of the City and County of San Francisco.

11. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this Agreement to form one document, which may be recorded.

13. Successors, Assigns. This Agreement shall inure to and bind respective successors and assigns of the Parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By:_____
John Rahaim
Director of Planning

Approved as to form:
Dennis J. Herrera, City Attorney

By:_____
Deputy City Attorney

LENDER

By:

By: _____

Name: _____

Title: _____

DEVELOPER

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____